

**Request for Proposal (RFP)**

**For**

**Selection & Empanelment of Agency**

**For**

**National Placements**

**Release Date: 27<sup>th</sup> June 2023**

**RFP No:**

**Himachal Kaushal Vikas Nigam  
STPI Building, Block No. 24,  
STPI Building, Second Floor,  
SDA Complex, Kasumpti, Shimla,  
Himachal Pradesh 171009**

**TENDER NOTICE**

**Himachal Kaushal Vikas Nigam  
STPI Building, Block No. 24,  
STPI Rd, Building,  
SDA Complex, Kasumpti, Shimla,  
Himachal Pradesh 171009**

*Tender No.:*

*Date:*

Sealed Tenders in offline mode are invited from reputed agencies having adequate experience in implementing National Placement Program in Himachal Pradesh.

Submission of bid shall be through offline mode in physical hard copy.

Further details and subsequent communication to be sent at [hpkvshimla@gmail.com](mailto:hpkvshimla@gmail.com) for maximum 3 working days post pre-bid meeting.

The last date for submission of bids is **18<sup>th</sup> July** 2023 till 02:00 pm

*Managing Director  
Himachal Pradesh Kaushal Vikas Nigam  
Shimla, HP-171009*

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## **1. DISCLAIMER**

All information contained in this Request for Proposal (RFP), subsequently provided, is in good interest and faith. This is not a Contract and is not an offer or invitation to enter into a Contract of any kind with any party. Himachal Pradesh Kaushal Vikas Nigam reserves the right to cancel this Request for Proposal (RFP), and/or invite proposals afresh with or without amendments to this Request for Proposal without liability or any obligation for this Request for Proposal and without assigning any reason to anyone. Himachal Pradesh Kaushal Vikas Nigam reserves the right to take the final decision regarding the empanelment of the Applicant(s) as Recruitment Agency.

Submission of proposals under this Request for Proposal does not guarantee empanelment of any Applicant. Under no circumstances will Himachal Pradesh Kaushal Vikas Nigam be held responsible or liable in any way for any claims, damages, losses, expenses, costs, or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, business interruption, or loss of information) resulting from or arising directly or indirectly by application or non – application to this Request for Proposal.

## 2. ABBREVIATIONS & ACRONYMS

In this **Request for Proposal (hereafter referred to as ‘RFP’)**, unless the context otherwise requires:

- a) **‘Applicant’** means any legal entity (if applying individually, **i.e., a sole Applicant**), OR a group of legal entities (**i.e. if applying in Consortium/Association**) which is submitting the proposal to this RFP (**hereafter referred to as ‘Proposal’**) in response to this RFP. The Applicant may also include Government entities including State Skill Developments Missions, ITIs, and NSTIs, any other department or any other entity approved by HPKVN management.

Proprietorship and Partnership firms are not allowed to apply to this RFP; however, Limited Liability Partnership (“LLP”) registered under the Limited Liability Partnership Act, 2008 is eligible to apply.

- b) **‘Authorized Signatory’** means one or more person authorized (jointly or severally) by the Applicant/
- c) **‘Consortium/Association’** means a group of legal entities (not more than three) joining together under a binding agreement to apply and submit a Proposal in response to this RFP. Any Consortium/Association member may be the Lead Applicant.
- d) **‘Contract’** means the contract signed by HPKVN with the selected Applicant(s). The draft version of the Contract with indicative clauses will be available along with the RFP that the selected Applicant will have to sign with HPKVN. The final Contract copy shall be provided to the Applicant once it gets selected. Please note that HPKVN will not accept any changes in the Contract.
- e) **‘Day’** means a calendar day unless otherwise specified.
- f) **‘FY’** means the financial year.
- g) **‘INR’** means Indian Rupees (currency of India).
- h) **‘Company’** means a legal entity incorporated under the law.
- i) **‘Proposal’** means the set of documents submitted by Applicants in response to this RFP.
- j) **‘Services’** means the work to be performed by the empanelled Applicant as per the terms of the RFP / Contract.
- k) **‘Recruiter Agency’** Recruiter Agency’ means any organization that will place the HPKVN trained candidates in Job, Implementing organization.

### 3. BACKGROUND OF THE TRAINING PROGRAM

The State Government of Himachal Pradesh has the vision of creating a quality skilled workforce as per International & National standards and has been continuously working towards strengthening the skill ecosystem. The State has been making efforts towards providing job opportunities to the youth in the domestic market and is now planning to expand its efforts for connecting the youth of the State with National & State level placement opportunities.

With this vision, the Himachal Pradesh Kaushal Vikas Nigam invites sealed Request for Proposal (RFP) from reputed **Recruiter Agency/ Organizations**. This invitation is extended with the aim to gauge the organizations' interest in the collaboration. The organizations are expected to offer placement, Pre-Placement Orientation Training (PPOT) and some of the important but not restricted to Pre & Post-placement support which includes following:

- Providing the Placement opportunities with agreed terms and conditions.
- Providing required pre-placement Orientation trainings to the selected and eligible candidates wherever applicable in the same cost.
- Providing & completing all documentation formalities for each of the candidates as per prerequisites of the employer.
- Ensuring safety and support to the candidate for attending placements drives in other states and does regular follow-ups.
- Ensuring at least 3 months of retention of candidates post placement with documented proof.
- No additional charges will be taken from candidates including no deduction from salary post placement of certified & trained candidates other than payout given by HPKVN.
- No extra cost for mobilization, transport, orientation trainings etc for conducting /organizing placement related interventions.

### 4. PURPOSE OF THIS RFP:

- a) To scale up the placement performance of various schemes and programs being implemented by HPKVN. With this HPKVN, intends to identify and empanel suitable Agencies as placement partners such as Employment Agencies/Employers who can facilitate/provide placements of skilled manpower trained through HPKVN.
- b) Through this RFP, HPKVN invites Proposals for the Identification and empanelment of placement partners. The placement partners are expected to play one of the most critical roles in providing placement to skilled manpower.
- c) HPKVN hereby invites proposals from reputed organizations of proven track record of accomplishment to be our placement partner in order to provide placement opportunities to job seekers registered/already trained through HPKVN and candidates who will be trained under various HPKVN Schemes.
- d) The duration of the agreement will be 6 Months initially. Based on the performance of the agency and need of HPKVN, the agreement can be extended further as mutually agreed terms and conditions, from the date of commencement of services on mutual agreement.
- e) HPKVN intends to empanel Agencies who are technically qualified as per pre- evaluation criteria and will be automatically qualified for Provisional Empanelment with HPKVN. HPKVN will enter into agreement with the provisionally empanelled agencies based on the LOI's and Job offers submitted for review. HPKVN reserve the right for further inclusion or exclusion subject to performance and business need on future date.

- f) A pre-proposal meeting will be held on **10<sup>th</sup> July 2023** at the address given below at point number 6 to provide additional clarifications. Non-attendance at the pre-proposal meeting will not be a cause for disqualification of a Proposer. Interested proposers should depute their staff only to attend the pre-proposal meeting or can join through Video Conference (Details will be shared with the organization requesting for same).

## 5. RFP SCHEDULE

S. No.	Key Activities	Timeline	Remarks
1.	Last date of submitting the proposal to this RFP	18th July 2023	The further decision to extend the last date (if any) is at the sole discretion of HPKVN.
2.	For submitting the queries to HPKVN, if any	During the RFP term	<ul style="list-style-type: none"> <li>Applicants are required to email their queries, if any to <a href="mailto:hpkvnshimla@gmail.com">hpkvnshimla@gmail.com</a> within three working days post pre-bid meeting.</li> <li>Applicants are required to regularly visit HPKVN website <a href="http://www.hpkvn.in">www.hpkvn.in</a> For the updates related to this RFP.</li> <li>HPKVN, at its discretion, may choose not to respond to any query if received after the RFP duration.</li> </ul>

At any time before the last date for submission of Proposals as specified in the RFP, HPKVN may at its initiative, or in response to a clarification requested by the Applicant(s), may amend the RFP by issuing an addendum or a corrigendum, which shall be published on the HPKVN's website ([hpkvn.in](http://hpkvn.in)). It will be binding on all the Applicants. To give the Applicants reasonable time to take an amendment into account in their Proposals, HPKVN may, at its discretion, if the modification is substantial, extend the deadline for the proposal submission. HPKVN will not be liable for any effect on the Applicant's Proposal or its evaluation if the Applicant does not read addendum(s)/ corrigendum(s) or related communication on the HPKVN's website.

## 6. PROPOSAL SUBMISSION

Applicants should submit their Proposals in hardcopy only to HPKVN at **HPKVN Office, Block No. 24, STPI, Building, SDA Complex, Kasumpti, Shimla, and Himachal Pradesh 171009**. The proposal enveloped must contain Applicant's name, contact details along official address, with the subject line, 'CONFIDENTIAL – Proposal for Selection & Empanelment of Agency/organization for Pre-Placement Orientation Training (PPOT) & Placements.

HPKVN may, at its discretion, request the Applicant for providing additional documents for seeking clarity, if any, at any stage during the evaluation of the Proposal submitted by the Applicant.



## 7. APPLICABLE PROPOSAL FEE

Along with the Proposal, Applicant shall submit a one-time non-refundable fee (hereafter referred to as ‘Proposal Fee’) of **INR 10,000/- + GST** (Indian Rupees Ten Thousand only). This fee shall be paid in Indian currency and shall be exclusive of all charges including conversion/bank charges.

The Proposal Fee may be deposited to the Managing Director through anyone of the following options:

- i. In the form of Demand Draft in favor of ‘The Managing Director, payable at Shimla, India.
- ii. Online bank payment to:

**Account Name: The Managing Director HP Kaushal Vikas Nigam,**

**Type of Account: Saving Fund**

**Bank Account No: 4193000100067144,**

**Branch Address: Punjab National Bank Kasumpati Shimla -09**

**IFSC Code: PUNB0419300**

Applicant shall submit the proof of payment (demand draft or online payment details) along with the Proposal, failing which HPKVN will reject the Proposal at its discretion.

### Key Events and Dates

S. No	Information	Details
1.	RFP Download Date (Start)	27 <sup>th</sup> June 2023
2.	Last date to send Queries	4 <sup>th</sup> July 2023
3.	Pre- RFP conference	10 <sup>th</sup> July 2023
4.	Release of Response to Clarification would be available at	Post 5 working days of the last date of receiving pre- bid queries ( 13 <sup>th</sup> July 2023)
5.	Last date (deadline) for submission of Proposal	18 <sup>th</sup> July 2023
6.	Opening of Technical proposals	18 <sup>th</sup> July 2023 after 4 PM IST

### Other Important Information Related to Proposal submission

S. No.	Item	Description
1.	Empanelment Fees (Non –refundable)	Rs. 10,000 (Ten Thousand only)
2.	Proposal Validity Period	(60) Sixty days from the date of Proposal Submission
3.	Last date for signing contract	As intimated in work order by HPKVN
4.	Assignment Duration:	The duration of the assignment initially till 31 <sup>st</sup> December 2023 which may be extended mutually post performance review.

## 8. PROPOSAL EVALUATION AND SELECTION

HPKVN will empanel Applicants in accordance with the process specified in this RFP. Only HPKVN reserves the right to open proposals, commence their evaluation as and when the last date of proposals date and time is over without any requirement of any further clarification to any of applicants or non applicants.

## 9. PROPOSAL REJECTION

HPKVN reserves the right to accept or reject any or all Proposals or to annul the empanelment process at any time before signing of the Contract with the selected Applicant without thereby incurring any liability or any obligation in any form to any affected Applicants on any grounds.

HPKVN reserves the right to reject a Proposal at its discretion under any of the following conditions:

- a) If the Proposal submitted is incomplete.
- b) If the Proposal submitted is without the proof of the Proposal Fee payment.
- c) If the Proposal submitted is in the format other than prescribed in RFP which includes proper indexing and page numbering (wherever applicable).
- d) If the Proposal submitted HPKVN after the submission closing time and date.
- e) If the proposal is submitted without signature of person (s) duly authorized on required pages of the bid or Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be rejected.
- f) If the Proposal has documents in a language other than English or which are not translated in English as per the requirement of this RFP. The English-translated copies should be self-attested by the Authorized Signatory of the Applicant.
- g) Applicant shall be responsible for the authenticity/ factual correctness. At any stage (before empanelment / after empanelment of the Applicant), if it is found that the submitted RFP is different than the original document or incorrect or without proof, HPKVN at its sole discretion shall have the right to take suitable action against the Applicant under **Clause 11: 'Fraud and Corruption'** of this RFP.
- h) If it is observed that the Applicant has indulged in any corrupt or fraudulent practice as defined in **Clause 11: 'Fraud and Corruption'**, wherever applicable.
- i) Any other reason(s) as deemed fit by HPKVN incase of changes in geo political situation, safety and health issues of candidates etc.

## 10. CONTRACT (VALIDITY, TERMINATION)

## **VALIDITY OF THE CONTRACT**

The General Contract/Agreement will be valid upto 31<sup>st</sup> December 2023 from the date of empanelment, subject to monthly performance review of the RA. The performance will be measured with respect to the number of candidates placed by the RA from the date of its empanelment and at any other criteria deemed fit at the Sole discretion of HPKVN. Please note that HPKVN will not accept any changes in the Contract/Agreement in between this period however based on the performance, HPKVN at its sole discretion may extend the Contract/Agreement post 31<sup>st</sup> December 2023 of contract signing.

## **TERMINATION OF THE CONTRACT**

HPKVN, at any point in time, may terminate the Contract of the RA without prior notice to the RA if the Empanelled Organization is found to be indulged in any corrupt or fraudulent practice, as per **Clause 11: ‘Fraud and Corruption’**. Refer to below details for more information:

In case of any of the following defaults/breaches/non-compliances by the RA, HPKVN may terminate the Contract with immediate effect if such default/breach/non-compliance is not remedied by the RA within 15 calendar days of the receipt of notice/show-cause from HPKVN in this regard:

- a) The RA assigns or sub-contracts any or all its rights and/or obligations under the Contract to anyone/any company without informing HPKVN, which HPKVN may give at its discretion after evaluating the situation/case.
- b) The RA is found to be non-compliant to the agreement in any manner and at any stage.
- c) The RA fails to place any candidates within 30 days of contract signing and upto 30 candidates placed in 90 days of agreement signing.
- d) The RA fails to pay the salary as mentioned and committed to the candidates and HPKVN.
- e) The RA is found to be non-performing as per the performance measure given in the MoU.
- f) Any other reason (s) as deemed fit by HPKVN.

## **11. FRAUD AND CORRUPTION**

HPKVN requires that the Applicant adheres to the highest standards of ethics during the preparation and submission of the Proposal and execution of this contract post empanelment as RA. In pursuance of this policy, HPKVN defines the terms set forth below:

- a) ‘Corrupt practice’ means behavior on the part of officials of the Applicant by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do RA, by misusing the position in which they are placed. Such practice includes the offering, giving, receiving, or Soliciting of anything of value to influence the action of any such official in the procurement process or Contract execution.
- b) ‘Fraudulent practice’ means a misrepresentation of facts at any stage, to influence the selection of the Applicant as a RA, detriment to HPKVN, and includes collusive practices among Applicants (before empanelment or post empanelment of the Applicant as RA) designed to deprive HPKVN of the benefits of free and open competition.

- c)** HPKVN will reject a Proposal for the award of Contract of empanelment if it determines that the Applicant recommended for it has engaged in corrupt or fraudulent practices in competing for the Contract; OR at any stage even after awarding the Contract. In addition, HPKVN reserves the right to de-empanel the Applicant even after it has been empanelled as a RA if HPKVN finds a reason to de-empanel as deemed fit by HPKVN.
- d)** HPKVN will declare an Applicant ineligible to be evaluated under this RFP OR to be awarded any Contract/work by HPKVN under this RFP or future RFPs or through any other method, conducted/released by HPKVN for any related program monitored or managed by HPKVN if at any point of time it is found that the Applicant has engaged in corrupt or fraudulent practices for getting empanelled.
- e)** Furthermore, HPKVN may blacklist such an Applicant from all future programs related to any other program managed/monitored by HPKVN even after the empanelment under this RFP. The blacklisting shall either be for an indefinite period or a stated period at the sole discretion of HPKVN.
- f)** In the case of a Consortium/Association, all the members, including the Lead Applicant, shall be jointly and severally responsible for the implementation. HPKVN shall have the right to take legal and other appropriate action(s) against the Applicant or any/all the Consortium/Association members (as the case may be), in case of corrupt or fraudulent activities as defined above or for any other reason as deemed fit by HPKVN.
- g)** If the Applicant participates in more than one Proposal in any manner (whether as a sole Applicant (individually) or in Consortium/Association) for this RFP for empanelment of RA, all such Proposals shall be deemed disqualified. Applicant/each Consortium/Association member can apply in only one Proposal at any point in time.

## 12. QUALIFICATIONS CRITERIA

Each organization is expected to possess all the following pre-qualification criteria. Responses not meeting the below qualification criteria will be rejected in the RFP stage.

Sl. No	Criteria	Supporting Documents
PQ-1	The agency must be a Company, Trust, Partnership firm or LLP; must be a Registered legal entity in India; in existence from at least last 3 years and must possess valid GSTIN	Certificate of incorporation or any other registration certificate. GST Certificate, PAN Card.
PQ-2	The Agency should have average annual turnover of at least Rs. 50 Lakhs in the last three Financial years commencing from 20-21, 21-22, and 22-23 for same particular work related to Placement.	Audited Financial Statements of the last three financial years commencing from 20-21, 21-22, and 22-23 duly signed by CA & statutory auditor certificate related to placement work only.
PQ-3	The agency must have carried out at least 3 similar assignments in the last 3 years preceding the date of issuance of this RFP. Similar assignments include assignments consisting of the scope of work, and must involve placement of minimum 30 candidates in each assignment.	Work Orders/completion certificate along with Partial / complete Agreements letter/ last paid Invoice of completion from clients along with the number of candidates placed as the documentary proof of Placement.
PQ-4	Minimum 100 candidates placed in the employer partnerships/ Captive in last 3 years. (Provided manpower to Industry)	Declaration Letter with stamp and signed by authorized signatory of the Agency. The employer partnerships should be supported by contracts/MoUs / and satisfactory declaration letters from the employer partnerships stating the cumulative number of candidates facilitated and successfully placed by the Agency. The name, contact number and designation of authorized signatory should be clearly visible
PQ-5	The Agency should have not be blacklisted as on date, suspended or terminated by any agency of the central government, public sector undertaking or by any department of State Government in India.	Self-Attested Letter by each Company / Firm / Agency/ affidavit

## 13. PROCESS OF EVALUATION AND EMPANELMENT

### EVALUATION & EMPANELMENT PROCESS

All the Placement Agencies/ Organizations qualifying all the pre- qualifications criteria will be empanelled for providing placements.

## **14. CONTRACT (COMPLIANCES, ARBITRATION AND DISPUTES, REPRESENTATIONS AND WARRANTS)**

### **14.1 COMPLIANCE WITH LAWS**

The Applicant shall undertake to observe, adhere to, comply with, and notify HPKVN about all laws in force or as are made applicable in future, pertaining to or applicable to the Applicant, its business, employees, or its obligations towards employees and all purposes of this document.

Applicant shall also undertake to indemnify, keep indemnified, hold harmless, defend and protect HPKVN And its directors/governing body members/trustees/partners/employees/staff/representatives/agents from any failure or omission on its part to do RA and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Applicant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc. as may be necessary or required for any of the purposes of providing the services/performing its obligations under the RFP/Contract or for the conduct of its own business under any applicable law, government regulation/guidelines and shall keep the same valid and in force during the term of the empanelment. In the event of any failure or omission to do RA, the Applicant shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate HPKVN and its directors/governing body members/trustees/partners/employees/ staff/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

### **14.2. ARBITRATION AND DISPUTES**

#### **a) Arbitration**

Any controversy or claim arising out of the services to be rendered by Applicant pursuant to this RFP or Contract Guidelines, the interpretation hereof, or its breach shall, if not resolved by mutual discussions between HPKVN and the Applicant, be settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in Shimla, Himachal Pradesh, India, in the English Language.

#### **b) Governing Laws and Jurisdiction**

All disputes and controversies between HPKVN and the Applicant shall be subject to the exclusive jurisdiction of the courts at Shimla, India. The Applicant agrees to submit itself to the jurisdiction of such court. This RFP and Contract shall be governed by the laws of India.

### **14.3. REPRESENTATIONS AND WARRANTS**

Applicant hereby represents and warrants that:

- a) It is under no obligation or restriction, nor shall it assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this RFP or Contract.

- b) It is duly incorporated, validly exists under the applicable law.
- c) It has the right and authority to submit the Proposal under this RFP and enter into Contract (if selected) with HPKVN and perform its obligations there under. The execution, delivery, and performance of terms and conditions under the Contract by the selected Applicant and the performance of its obligations there under are duly authorized and approved by all necessary action, and no other action on the part of Applicant is necessary to authorize the execution, delivery, and performance under the Contract.
- d) The submission of Proposal, execution, delivery, and performance under the Contract entered (in case the Applicant is selected):
- Shall not violate or contravene any provision of its documents of Incorporation.
  - shall not violate or contravene any law, statute, rule, regulation, licensing requirement, order, injunction or decree of any court, governmental instrumentality or other regulatory, governmental, or public body, entity or authority by which it is bound or by which any of its properties or assets are bound.
- e) To the best of its knowledge, after reasonable investigation, no representation or warrant by the Applicant, and none of the documents furnished or to be furnished to HPKVN, or in connection herewith or with the transactions contemplated hereby, contains or shall contain any untrue or misleading statement or omits or shall omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which it is made. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the Applicant and which have not been disclosed to HPKVN, having a direct impact on the transactions contemplated hereunder.

## **15. DUE DILIGENCE, CONTRACT SIGNING**

### **15.1. Due Diligence**

HPKVN may, at its sole discretion, conduct due diligence of any or all the Applicants before empanelment, either by itself or through any third party. Any fraudulent activity, misrepresentation of facts, and any such kind of adverse finding during due diligence may lead to disqualification of the Applicant without any prior notice.

### **15.2. Contract Signing**

Contract signing with the selected Applicant shall occur after completing the evaluation process as defined in this RFP. HPKVN will share the Contract copy with the Applicant for signing. The Applicant has to sign the Contract within 30 calendar days from the date of receiving the Contract, failing which HPKVN may withdraw the empanelment consideration for the Applicant. At any stage, in case of refusal or failure by the Applicant to sign the Contract, the RA empanelment consideration for that Applicant shall be canceled.

Please note that HPKVN will not accept any changes in the Contract. Only such Applicants that sign the Contract with HPKVN within the stipulated timeline shall be considered.

## **16. IMPORTANT INSTRUCTION FOR ELIGIBILITY CRITERIA AND TECHNICAL EVALUATION**

### **16.1. IMPORTANT INSTRUCTIONS**

The following points are applicable for Pre- Eligibility Criteria

- a) Applicant should ensure that all data/information given under this RFP is as of date of Proposal submission unless otherwise specified.
- b) Proprietorships and Partnership firms are not allowed to apply independently/ individually to this RFP. However, Limited Liability Partnership (“LLP”) registered under the Limited liability Partnership Act, 2008 is eligible to apply. Proprietorship, Trust and Partnership firms are only allowed when they are applying as Consortium member (not lead member) in Consortium/Association.
- c) The entities which are presently empanelled as RA by HPKVN are allowed to add/change Consortium partners, subject to meeting the eligibility criteria, under this RFP.
- d) The Applicant must submit the data related to this RFP in the annexure as prescribed in this RFP, wherever applicable. Data in any other format shall not be accepted.
- e) If the Applicant is incorporated outside India and its documents are not in English, Applicant shall submit the English translated copies and the original document copy. The English-translated copies should be self-attested by the Authorized Signatory of the Applicant. The Applicant shall be responsible for the authenticity/factual correctness of the translated copy. At any stage, if it is found that the translated copies are different than the original document, HPKVN, at its sole discretion, shall have the right to take any action against the Applicant.
- f) Self-attested letters as submitted by the Applicant should be signed by the Applicant’s Authorized Signatory only.
- g) HPKVN may request additional documents from the Applicant for evaluation of the Proposal, if RA required. Applicant should submit the same to HPKVN within the stipulated time frame given by HPKVN, failing which the evaluation may stand canceled.
- h) The Proposal shall be page numbered, properly indexed. Each page of the Proposal should be stamped and signed by the Authorized Signatory of the Applicant.
- i) If an Applicant submits or participates in more than one RFP in any manner (whether individually as a sole Applicant or in Consortium/Association), all such RFPs may be disqualified, at the sole discretion of HPKVN.
- j) Applicants are not allowed to submit information/documents of their Parent or Associate Companies/Organizations for this RFP. However, the Parent or Associate Company can apply in Consortium/Association with the Applicant if the Applicant wishes to use the information/documents of its Parent or Associate Firm.

### **16.2. RULES OF CONSORTIUM/ASSOCIATION**

In case of a Consortium/Association, the following aspects must be complied with:



- a) Consortium/Association can consist of a maximum of two (2) entities.
- b) In the case of a Consortium/Association, any member can be a Lead Applicant except Proprietor/ Trust/ partnership firm.
- c) The Lead Applicant must be clearly mentioned in the Proposal.
- d) All other instructions shall apply to all Consortium/Association members (wherever applicable).

## **17. PRESCRIBED FORMATS (ANNEXURES)**

Applicant should submit the Proposal as per the annexure prescribed in this RFP, wherever applicable. Any deviation shall not be accepted. All annexure must be submitted, failing which the Proposal might stand cancelled by HPKVN at its discretion. Please refer to the annexure given in this RFP.

## **18. SCOPE OF WORK FOR THE “RA” (RECRUITMENT AGENCY)**

Applicant, if selected as RA, shall fully comply with the RFP Guidelines which may be amended from time to time.

### **Scope of Work**

#### **I. Summary of process of empanelment**

The following two alternative arrangements/approaches can be made after successful empanelment as Placement Partners

##### **Approach 1:**

Allocation of the list of candidates registered on the HPKVN MIS portal to the Placement Partners by the HPKVN of the NSQF aligned certified candidates unplaced more than 3 months. A review of performance of Placement Agencies will be conducted monthly.

##### **Approach 2:**

Allocation of work of placement of non- NSQF candidates who have just completed within last 30 days or are under training and their trainings will be completed in next 15-20 days of programs.

HPKVN will allocate the work of placing the unplaced candidates belonging to the pool of unplaced candidates based on the best available job offers, higher salary and current performance of Placement Agencies.

#### **II. Broad Roles and Responsibilities of Placement agency/Firm/Organization:**

The selected Placement agency will facilitate the outcomes of the scope of services mentioned below using the best of its global knowledge base for benchmarking, domain expertise to place the Trainees trained across sectors. The broad Scope of Services includes the following, but not limited to:

##### **a) Pre-Placement Activities:**

- Preparation and approval of time bound “Placement Plan” along with the details of geographical and

sectorial coverage for placing the trainees and in consultation and agreement with HPKVN.

- Trade wise finalizing the number of trainees to be placed across sectors and geography within defined timelines.
- Finalizing the reporting format as per the requirement of HPKVN.
- Liasoning with prospective employers for the placement of skilled manpower.
- Map the Skilled Trainees with the Employment Opportunities.
- Coordinating with HPKVN for the placement of the trainees trained by them as per demand of employers.
- Assisting trainees through the recruitment process (train students on job hunting skills including social and professional networking skills and help the students improve CV writing and interviewing skills).

**b) Placement Activities:**

- Organizing Placement Melas/Job fairs, campus interviews and other modes of placement drives at various locations, ensuring participation of employers and trainees Identifying suitable trainees with the help of TPs and connecting the suitable trainees with the employers (provide job matching service i.e. identify relevant job roles for specific group of trainees and connect them with the employer).
- Ensuring successful placement of Trainees.
- The firm should focus on female pass-out trainees and provide them equal employment opportunities in their specialization area.
- Coordinating with Employers, TPs and Trainees for facilitating smooth joining process of the selected Trainees.

**c) Post-Placement Activities:**

- Coordinating with employers to provide the mandatory documents of selected trainees such as appointment letter/letter from the employer/offer letter with acceptance of trainee etc. The documents must be aligned to the list of documents considered as valid proof of employment as per HPKVN guidelines which shall be communicated to the agency from time to time.
- Coordinating with employers to periodically provide pay slips and other necessary documents to HPKVN as proof of employment.
- Conducting 1<sup>st</sup> Level placement verification, as agreed with HPKVN and ensuring the updation of placement data on HPKVN MIS.
- Resuming channel for communication with trainees who quit their jobs and provide alternate employment if the trainee wishes to work further.

- Supporting career counseling and retention management for Trainees by constant dialogue with Trainees and employer.

**d) Reporting and Placement:**

- Monthly reporting of Trainees placed as per the reporting format designed during the planning stage.
- The selected firm/agency/organization will work in close coordination with the Placement Cell/Industrial linkage cell of Training Provider and HPKVN to provide Placements.
- Coordination with various stakeholders in the HPKVN/ Principal of ITIs / other Programs of HPKVN.
- Submission of report to HPKVN consisting of insights from data analysis, project performance as against defined timelines etc.
- Adhering to all guidelines/ rules or regulations released by HPKVN with reference to Placement agency/firm /Organization
- Updating the placement data on HPKVN MIS for payment payout within 10 days of joining.

**III. Broad Scope of work of HPKVN**

The broad roles and responsibilities of HPKVN include the following but not limited to:

**a) Monitoring and Evaluation**

- Monitoring the operations and results of placements through the support of Placement agency/firm/ organization, in accordance with the guidelines and defined rules and regulations
- Formulating and releasing the operating guidelines to be adhered to by the Placement agency/Firm / Organization which are empanelled.
- Provide necessary guidance and supervision to the empanelled Placement agency/Firm/Organization for any procedures/guidelines/rules/regulations with respect to the skilling schemes implemented by HPKVN
- Conducting investigation of the empanelled Placement agency/Firm/Organization from time to time through surprise visits to employers' locations, call verification to placed Trainees etc
- Performing other roles and responsibilities that may be enforced to carry out the implementation and monitoring of Placements, as desired by HPKVN.
- Performing any other roles and responsibilities that may be forced to carry out the implementation and monitoring of Placements

## 19. PAYOUT MECHANISM

### 19.1. FUNDING MECHANISM – 1 (In hand salary must be above INR 11,000/- monthly)

HPKVN shall pay a fixed fee of INR 6000 per candidates to the empanelled agency/ organizations in two tranches (as per below details) for the candidates who are successfully placed and verified by HPKVN including post 3 months of retention:

- The 40% of the fixed fee mentioned above will be paid by HPKVN after verification of the candidates who have joined the employer and proof of the same to be submitted for due diligence of HPKVN.
- The remaining 60% will be remitted post 3 months retention of the same candidates and proof of the same to be submitted for due diligence of HPKVN.

**HPKVN in order to further encourage & incentivize the placement agency will additionally pay over and above INR 6000 per candidates mentioned above as per below criteria:**

Sno	Additional Payout Amount per candidate retrospectively (INR)	Number of candidates Placed & Verified by HPKVN	Conditions required to be met
1	3000 (excluding tax)	101-250	Amount will be paid retrospectively for candidates whose 3 months post joining verification by HPKVN has been completed successfully.
2	5000 (excluding tax)	251-500	
3	8000 (excluding tax)	501-1000	
4	10000 (excluding tax)	1000+	

- No private placement agency shall charge or receive any form of fees, remuneration, profit or compensation from Job Seeker (candidates), other than as prescribed under this proposal given by HPKVN.
- All management and operational expenses for placement partner's expenses of any activity related to the placement/facilitation of placement of candidates incurred by the Placement Partners as per the scope of work defined in the RFP or any other expenses and their amounts shall be borne by the Placement Partner themselves.
- In case of any fraudulent or fake or misrepresented document is submitted as placement proof, legal action and cancellation of empanelment will automatically be cancelled by HPKVN and in case any payment is made to the TSP entire amount with will be paid back/ recovered.

### 20.3. Defining successful placement of a candidate:

- Candidates that are placed under the category of wage employment.
- Candidates that are placed within the time period as agreed upon between HPKVN and Placement Partner.
- The remuneration paid to the placed candidate in wage employment should be equal to or above the state wise minimum wages as defined in the annual report of Ministry of labour & Employment of the respective placement state.

- Placed candidate is in continuous employment for a minimum period of 3 months from date of first employment with the same employer, or another employer.
- Relevant placement documents considered as valid proof of wage employment (mandated in the Placement guidelines) are periodically furnished.
- The candidate successfully clears placement verification.
- Salary package information provided to HPKVN should match the in hand salary being paid to the candidate.

## **20. CONDITIONS UNDER RFP:**

### **Non- Abiding conditions:**

- a) This RFP is not an offer and is issued with no commitment. HPKVN reserves the right to withdraw the RFP and change or vary any part thereof at any stage. HPKVN also reserves the right to disqualify any Agency should it be so necessary at any stage.
- b) Timing and sequence of events resulting from this RFP shall ultimately be determined by HPKVN.
- c) No oral conversations or agreements with any official, agent, or employee of HPKVN shall affect or modify any terms of this RFP and any alleged oral Agreement or arrangement made by a Agency with any HPKVN agency, official or employee shall be superseded by the definitive Agreement that results from this RFP process. Oral communications by HPKVN to Agencies shall not be considered binding on it, nor shall any written materials have provided by any person other than HPKVN.
- d) Neither the Agency nor any of the Agencies representatives shall have any claims whatsoever against HPKVN or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service Level Agreement with the Agency in accordance with the terms thereof).
- e) Until the Contract is awarded and during the validity of the Contract, Agencies shall not, directly or indirectly, solicit any employee of HPKVN to leave HPKVN or any other officials involved in this RFP process in order to accept employment with the Agency, or any person acting in collusion with the Agency, without prior written approval of HPKVN.

### **Non- conforming proposal:**

Proposal may be construed as a non-conforming Proposal and ineligible for consideration:

- a) If it does not comply with the requirements of this RFP.
- b) If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of HPKVN.

### **Disqualification:**

The Proposal is liable to be disqualified in the following cases or in case the Agency fails to meet the requirements as indicated in this RFP:

**Notification of Award:**

HPKVN will notify the Agency who clears all the terms and conditions of the pre eligibility criteria that its proposal has been accepted by issuance of a Letter of Intent in writing.

**Extension of time for fulfillment of Conditions Precedent:**

The parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the term of the Service Agreement (SA).

**Non-fulfillment of the Agencies Conditions Precedent:**

- i. In the event that any of the conditions precedent of the agency/organization has not been fulfilled within 15 Business days from the date of issue of Letter of Intent and the same have not been waived fully or partially by HPKVN or its nominated agencies, the RA shall cease to exist.
- ii. In the event that the RA fails to come into effect on account to non-fulfillment to the Agencies conditions precedent, HPKVN shall not be liable in any manner what so ever to the Agency and HPKVN shall forfeit the application money.

**General Conditions of Contract:**

The Contract shall be governed by and interpreted in accordance with the laws of the India.

**Payment Schedule:**

- Payment shall be released post receipt of the invoice duly verified by HPKVN. Invoicing will have to be done at the end of each month.
- Any payment under the Agreement shall be made only after signing of formal Agreement.
- Agencies shall provide necessary details of its/their bank accounts and IFSC Codes pertaining to such bank accounts to the department.
- No interest shall be payable by the department on any delayed payment /disputed payment.

**Taxes and Duties:**

The successful contestant shall be entirely responsible for all taxes and other such levies imposed.

**Confidential Information:**

HPKVN and the successful contestant shall keep confidential and shall not without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party here to in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

HPKVN shall not use such documents, data, and other information received from the successful Contestant for any purposes unrelated to the Contract. Similarly, the successful Contestant shall not use such documents, data, and other information received from HPKVN for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

**Review of Performance:**

The performance of the Agency shall be regularly reviewed at least monthly basis on the parameters of initiative, competence and response time. If the Agency fails to meet the requirements of department, the engagement will be terminated.

**Indemnity:**

The successful Contestant shall keep the department indemnified against all claims/actions/ litigation, etc. of whatsoever nature in respect of the services/ work under the Agreement and arising out of, either directly and indirectly under the Agreement.

**Performance:**

The successful contestant shall undertake to provide/perform all services under the contract with all-reasonable skill, diligence and care to the satisfaction of the department and accept full responsibility for satisfactory completion and performance of the services that fall reasonably within the ambit of the Agreement. Any defect, deficiencies noticed in the successful Contestant's service will be promptly remedied upon the receipt of verbal / written notice from department to improve their performance, failing which department may terminate the agreement by giving the successful Contestant 1 month's written notice. However, department will give the chance of explanation to the successful Contestant.

**Discipline:**

Successful contestant shall maintain strict discipline and good conduct among its employees. If the department receives complaint/s or have reason/s to believe that the conduct of any of the successful Contestant's employees is detrimental to department's interest, departments have the right to ask for their removal of such employee, while on or off the job. The successful Contestant shall unconditionally comply with any such request and remove such personnel at its own expense. The Agency will be allowed a maximum of 15 working days to replace such employee with a competent & qualified employee.

**Annexure – 1:**

**Request for Clarification**

Agencies requiring specific points of clarification may communicate with department during the specified period using the following format:

<b>Agencies REQUEST FOR CLARIFICATION</b>			
<b>&lt;&lt;Name of Organization submitting query / request for clarification&gt;&gt;</b>			
<b>&lt;&lt;Full formal address of the Organization including phone, fax and email points of contact&gt;&gt;</b>			Tel:
			Fax:
			Email:
	<b>RFP Reference (Section No. / Page No.)</b>	<b>Content of RFP requiring clarification</b>	<b>Points of clarification required</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			
<b>6</b>			



**Annexure – 2:**

**Technical Proposal Covering Letter**

**Covering Letter** (To be submitted on the letterhead of the Agency)

**{Location, Date} To**

Managing Director HPKVN

Ref: RFP Reference No.

Subject: Submission of proposal in response to the RFP for Empanelment of Private Placement and Recruitment Agency for Employment under HPSDP Scheme

Dear Sir,

Having examined the RFP document, we, the undersigned, here with submit our proposal in response to your RFP Notification number..... for engagement Placement Partner under HPSDP Scheme with HPKVN.

We have read the provisions of the RFP document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect.

1. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments.
2. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
3. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
5. We understand you are not bound to shortlist/accept any or all the proposals you receive.
6. We hereby declare that we qualify and fulfill all the eligibility criteria mentioned in the RFP.

**Company Profile: Agency**

Our correspondence details with regards to this proposal are:

Sr. No	Information	Details
1	Name of responding Agency:	
2	Address of responding Agency:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone number of contact person:	

5	Mobile number of contact person:	
6	Fax number of contact person:	
7	E-mail address of contact person:	

We hereby declare that our proposal submitted in response to this RFP is made in good faith, and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[Lead Authorized Signature] Authorized Signatory

Name :

Designation :

Date :

Time :

Seal :

Business Address:

**Annexure – 3:****Format for Professional Experience Citations:**

Assignment Name		Country
Project Location within the Country		Professional Staff provided by your Firm/Company
Name of Client		No. of Staff
		No. of Person Months
Start Date	Completion Date	Approx. Value of Services
Name of Associated Firms (s) if any		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		

**Annexure 4:****Format for Proposed Placement numbers with geographical coverage where you plan to operate (in Letter head)**

Sl. No.	Sectors	Proposed placement numbers	Name of the District
1.			
2.			
3.			

**Annexure 5:****Format for List of sector wise/geography wise certified and unplaced candidates (Letter head)**

Sl. No.	Sectors	Name of the District	Number of certified candidates
1.			
2.			