



क्षेत्रीय शिक्षा संस्थान, भुवनेश्वर  
**REGIONAL INSTITUTE OF EDUCATION, BHUBANESWAR-751022**  
 (राष्ट्रीय शैक्षिक अनुसंधान और प्रशिक्षण परिषद्)  
 (National Council of Educational Research & Training)

**TENDER NOTICE**

Tender Advt. No. 267

Dated: 01.06.2016

For providing Housekeeping services and Human Resources to RIE, Bhubaneswar

Date of issue of Tender Document	3.06.2016 to 20.6.2016 (upto 3:00 p.m.)
Last Date & time for submission of Tender Document	20.6.2016 (upto 4:00 p.m.)
Pre Bid Discussion, if required	13.6.2016 (4:00 to 5:00 p.m.)
Date & time for opening of Technical Bid	22.6.2016 (4:00 p.m.)
Date & time for opening of financial bid of eligible tenderers	28.06.2016 (4:00 p.m.)

**NOTE:**

1. Tender documents are non-transferable and will be used by the Contractor to whom these are issued.
2. Tenderer/Bidder should ensure that he has received all the above papers.
3. All these documents are to be returned duly signed by the Tenderer/Bidder on each page while submitting the offer.

**TENDER ISSUED TO:**

M/s \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

*[Handwritten Signature]*  
 01/06/2016  
 Administrative Officer  
 Regional Institute of Education  
 Bhubaneswar

REGIONAL INSTITUTE OF EDUCATION  
(A constituent unit of the National Council of Educational Research & Training)  
BHUBANESWAR-751 022

TENDER DOCUMENTS (Non-transferable)

**Closing Date : 20.6.2016 at 4:00 P.M.**

Name of Work: Job contract relating to Providing Housekeeping and Human Resource Services to Regional Institute of Education, Bhubaneswar.

(Tender Notice Advt. No.267 dated:01.06.2016 )

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## REGIONAL INSTITUTE OF EDUCATION: BHUBANESWAR

Tender Advt. No.267

Dated: 01.06.2016

NOTICE INVITING TENDER

Sealed Bids are hereby invited under two bid systems from reputed and experienced firms/contractors/agency possessing valid license under Contract Labour (Regulation & Abolition) Act for providing HOUSE KEEPING SERVICES to Regional Institute of Education, Bhubaneswar on contract basis. Presently, 19 personnel (Male – 18; Female – 1) are required for providing the housekeeping services. Tender Documents may be collected from the C&W Section, Regional Institute of Education, Bhubaneswar – 751 022 on payment of tender cost of Rs. 500/- (Rupees five hundred only) through Bank Draft/Pay Order in favour of "General Fund A/c - Regional Institute of Education, Bhubaneswar" on any working day (Monday to Friday) between 10:00 a.m. to 3:00 p.m. from 3.06.2016 to 20.6.2016. The tender documents can also be downloaded from this office website [www.riebbs.ori.nic.in](http://www.riebbs.ori.nic.in). Those bidders who wish to download the tender documents from the office website should furnish the tender cost of Rs.500/- through Bank Draft/Pay Order in favour of "General Fund A/c - Regional Institute of Education, Bhubaneswar" alongwith the Bidding Documents and EMD.

Sealed bidding documents (Technical Bid and Financial Bid) duly filled in as per the instructions on the tender document along with Earnest Money Deposit (EMD) of Rs. 50,000/- in the shape of an Account Payee Bank Draft drawn in favour of the "General Fund A/c - Regional Institute of Education, Bhubaneswar" may be sent to the Section Officer, C & W section, Sachivalaya Marg, Bhubaneswar-751022 by post/ Hand in a sealed cover superscribing "**Tender for House Keeping and Human Resource Services etc.**" latest on 20.6.2016 by 4.00pm

**Tenderers having any queries/doubts can participate in the pre-bid discussion which will be held on 13.6.2016 between 4:00 p.m. to 5:00 p.m. in the Staff Common Room of RIE, Bhubaneswar.**

The Technical Bids shall be opened in the Staff Common Room of Regional Institute of Education, Bhubaneswar at 4:00 p.m. on 22.6.2016 in the presence of such bidders who may wish to be present or their authorized representatives. Incomplete tenders, tenders without EMD and tenders received after 4:00 p.m. on 20.6.2016 will be summarily rejected. The Financial Bids of the technically qualified bidders will be opened at 4:00 p.m. on 28.06.2016.

The contractor registered under the provisions of Contract Labour (Regulation and Abolition) Act shall **only** be eligible to get this contract provided there is no legal or any other bar against the contractor in this respect. The contractor shall be solely liable for violation of any of the provisions of the said Act or any other related Act.

Principal, RIE, Bhubaneswar reserves the right to reject/accept any or all the bids without assigning any reasons thereof and his/her decision shall be final and binding.

For further details, please visit our website [www.riebbs.ori.nic.in](http://www.riebbs.ori.nic.in).

  
01/06/2016  
ADMINISTRATIVE OFFICER)

## TECHNICAL PROPOSAL SUBMISSION FORM

(To be printed on Bidder's letterhead)

Date:

### LETTER OF BID

To

The Administrative Officer  
Regional Institute of Education  
Sachivalaya Marg, Bhubaneswar-751 022

Ref: Invitation for TENDER NO. 267 dated - 01.06.2016

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute in conformity with the Bidding Documents for providing human resource & housekeeping services for RIE (NCERT), Bhubaneswar.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline, in accordance with the Bidding Documents, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India, State Govt. of Odisha or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding contractor)

Full Name and Designation

)

## INSTRUCTIONS TO THE BIDDERS:

### I. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/Tender Document Purposes, 'Regional Institute of Education, Bhubaneswar shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to as 'Contractor' and/or Bidder or interchangeably.
- 1.2 The sealed bidding documents should be delivered in the C&W Section of this office by the stipulated date and time. Tender Documents may be collected from C&W Section of Regional Institute of Education, Bhubaneswar on payment of Tender Cost of Rs. 500/- (Rupees five hundred only) through Bank Draft/Pay Order in favour of the "General Fund A/c - Regional Institute of Education, Bhubaneswar" on any working day i.e. Monday to Friday between 3:00 p.m. to 5:00 p.m.
- 1.3 The tender document can also be downloaded from this office website [www.riebbs.ori.nic.in](http://www.riebbs.ori.nic.in). Those bidders who wish to download the tender document from the office website should furnish the tender cost of Rs. 500/- through Bank Draft/Pay Order alongwith the bidding documents and EMD.
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.6 The bidder shall attach the copy of the authorization letter/power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected.**
- 1.8 The Contractor registered under the provisions of Contract Labour (Regulation & Abolition) Act shall only be eligible to get this contract.
- 1.9 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and Regional Institute of Education, Bhubaneswar.
- 1.10 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Regional Institute of Education, Bhubaneswar. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.11 The requirements of human resource is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.
- 1.12 The award of the contract shall be subject to the recommendation of the committee consisting RIE (NCERT) Bhubaneswar staff members who shall inspect/visit the site/location of the successful bidder to physically verify the establishment of the firm and information/records furnished alongwith the tender document.

## 2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Valid Entity:** The bidder shall necessarily be a registered contractor holding valid license under Contract Labour (Regulation & Abolition) Act for the work of providing housekeeping and cleaning services. A proof for supporting the legal validity of the Bidder shall be submitted.
  - b. **Registration:** The Bidder should be registered with the Income Tax, service tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
  - c. **Clearance:** The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.
  - d. **Experience:** The Bidder should have experience in the similar field of providing housekeeping/human resource/facility management in the Government Departments/Public Sector (Central or State) for the last five consecutive years. In case no bidder has provided government experience/public sector experience, then the bidders with experience in reputed organizations may be considered by the competent authority of the Client.
- 2.1 Documents supporting the Minimum Eligibility Criteria:
- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a) above, attested copy of Certificate/License issued by the respective authority.
  - (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b) above, attested copies of PAN, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
  - (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c) above, attested copies of Clearance Certificate (Last three years returns) from Sales/Service Tax Department, Income Tax Department shall be acceptable.
  - (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d) above, attested copy of experience certificates for completed work/ongoing work issued by the Government Departments/PSUs shall be acceptable.
  - (v) Attested copy of the audited balance sheets for the completed three financial years i.e. for 2013-14, 2014-15 and 2015-16. ✓
  - (vi) Attested copy of human resource wages roll and EPFO Challan in support of available human resource (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.

## 3. EARNEST MONEY DEPOSIT

- 3.1 This bids should be accompanied by an Earnest Money Deposit of Rs. 50,000/- (Rupees fifty thousand only) in the form of Demand Draft of any nationalized bank. The validity of the Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of "General Fund A/c - Regional Institute of Education, Bhubaneswar.
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Institute in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or

backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

3.4 The bids without Earnest Money shall be summarily rejected.

3.5 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

3.6 **The bid security may be forfeited:**

- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder:
  - (a) Fails to sign the contract in accordance with the terms of the tender document.
  - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
  - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.
- (iii) Irrespective of the above, if any of the information, details, documents, etc. is found to be incorrect/forged/fabricated, the RIE (NCERT), Bhubaneswar shall be entitled to forfeit the earnest money.

#### 4. **VALIDITY OF BIDS**

Tenders submitted by the Contractor/Bidder shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work and validity beyond 120 days shall be by mutual consent.

The Principal, Regional Institute of Education, (NCERT), Bhubaneswar does not bind himself to accept the lowest tender or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reasons and the Tenderer/Bidder shall be bound to comply with the same at the rates quoted.

Canvassing in any form in connection with the tender is prohibited and the tenders submitted by the contractors/bidders who resort to canvassing are liable for rejection.

#### 5. **PREPARATION OF BIDS**

5.1 Language: Bids and all accompanying documents shall be in English.

5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

##### **Documents comprising the Bid:**

- a. Technical Bid Submission Form duly signed and printed on Contractor/Firm's letter head.
- b. Signed and Stamped on each page of the tender document.
- c. Contact Details Form, duly filled and signed.
- d. Financial Capacity form – filled in signed and stamped.
- e. Earnest Money Deposit of amounting to Rs. 50,000/-.
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in para 2 and 2.1 above.

The Technical Bid should then be kept in a **separate sealed** envelope, superscribed as "Technical Bid for Tender No.267 dated 01.06.2016 with the Name and address of the Bidder.

- 5.3 **Financial Bid:** Bidder should prepare financial Bid in the Proforma as provided in the Tender Document. Then the financial bid should be kept in a **separate sealed** envelope, superscribed "Financial Bid for Tender No.267 dated 01.06.2016 with the Name and address of the Bidder.

## 6. SUBMISSION OF BIDS

- 6.1 The Bidder shall submit his bid in a sealed envelope containing **two separate sealed** envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed.
- 6.2 The sealed Bid shall be submitted not later than 4:00 p.m. on 20.6.2016 & addressed to The Administrative Officer, Regional Institute of Education, Bhubaneswar – 751 022 superscribing "Tender for Human Resource and Housekeeping services".
- 6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension shall be granted.
- 6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the RIE reserves right to extend the date/time for receipt of bids, before opening of the Technical Bids.
- 6.5 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

## 7. BID OPENING PROCEDURE

- 7.1 The Technical Bids shall be opened in the Staff Common Room of the Institute at 4:00 p.m. on 22.6.2016 by the Committee authorized by the competent authority of the RIE in the presence of such bidders who may wish to be present or their representatives.
- 7.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened on 28.06.2016 at 4.00PM in the Staff Common Room by the Committee authorized for the purpose by the competent authority of the RIE.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.



- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.
- 7.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

## **8. CLARIFICATION ON TECHNICAL BID EVALUATION**

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

## **9. FINANCIAL BID OPENING PROCEDURE**

- 9.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 9.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.
- 9.3 Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.
- 9.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 9.5 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- 9.6 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following the due procedure.

## **10. RIGHT OF ACCEPTANCE**

- 10.1 The RIE (NCERT), Bhubaneswar reserve all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the RIE (NCERT), Bhubaneswar in this regard shall be final and binding.

- 10.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 10.3 The competent authority of the RIE (NCERT), Bhubaneswar reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 10.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the RIE (NCERT), Bhubaneswar reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 10.5 The RIE (NCERT), Bhubaneswar may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments/ Institutions/Local Bodies/ Municipalities/Public Sector Undertaking etc.

#### **11. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**

- 11.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) working days of receipt of the same by him.
- 11.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 11.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

#### **12. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

- 12.1 The Earnest Money Deposit of the unsuccessful bidders in the technical bid evaluation stage shall be returned along with their unopened financial bids within 10 working days after opening of the eligible financial bids.
- 12.2 The Earnest Money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within 10 working days, on award of contract to the successful bidder.
- 12.3 The Earnest Money Deposit of all the bidders shall be returned along with their un-opened financial bids, in case of cancellation of Tender after the opening of technical bids and prior to opening of financial bids.

## GENERAL CONDITIONS OF CONTRACT

### 1. DEFINITIONS

#### 1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

**Agreement:** The word "Agreement" and "Contract" has been used interchangeably.

**Party:** The word "party" means the Successful Bidder to whom the work of providing human resource services has been awarded and the Client "Regional Institute of Education, Bhubaneswar".

**Letter of Acceptance:** Shall mean the intent of the Client to engage the successful bidder providing human resource/housekeeping services in its premises

**Notice to Proceed:** Shall mean the date at which the human resource/housekeeping services are to in Client's premises

**Confidential Information:** Shall mean all information that is not generally known and which is obtained/received during the tenure of the contract and relates directly to the business/assets of Client including the information having the commercial value.

**Termination Date:** Shall mean the date specified in the notice of termination given by either Party to the other Party, from which the Contract shall stand terminated.

**Termination Notice:** Shall mean the notice of termination given by either party to the other party

**Contractor:** Shall mean the successful bidder to whom the work of providing human resource and housekeeping services in the Client's premises has been awarded.

#### 1.2 Confidentiality

1.2.1 The Contractor shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.

1.2.2 If the Contractor receives enquiries from Press/News/Media/Radio/Television or other bodies/persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

### 2. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

2.1 The successful bidder within fifteen days of the acceptance of the Letter of Acceptance (LoA)

shall execute a Performance Bank Guarantee in the form of a Demand Draft/Bank Guarantee of any nationalized bank, a sum equivalent to one month's accepted contract value in favour of "General Fund A/c - Regional Institute of Education, Bhubaneswar" payable at Bhubaneswar.

- 2.2 The Performance Bank Guarantee can be forfeited by order of the competent authority of RIE, Bhubaneswar in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the RIE, Bhubaneswar sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

- (a) If the contractor is called upon by the competent authority of the RIE, Bhubaneswar to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and RIE, Bhubaneswar shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- (b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the RIE, Bhubaneswar, which may have been issued to the contractor.

### 3. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorizing him to provide human resource in the Office at the specified locations.

### 4. SIGNING OF CONTRACT AGREEMENT

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Three (03) working days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

### 5. SERVICES REQUIRED BY THE CLIENT

- 5.1 The Contractor shall be providing housekeeping and human resource services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

- 5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.
- 5.3 The Contractor shall provide housekeeping and human resource services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

## 6. COMMENCEMENT OF SERVICES

The contract shall become legally binding and in force only upon:

- 6.1 Submission of Performance Bank Guarantee in accordance with clause 2 above.
- 6.2 The Contractor shall commence housekeeping and human resource services in Client's premises as and when so directed in the Notice to Proceed as set out in clause 3 above.

## 7. CONTRACTOR'S OBLIGATIONS

- 7.1 The contractor should have a valid licence under the Contract Labour (Regulation & Abolition) Act before the commencement of work and shall continue to have the same till completion of the contract. The contractor shall also maintain all statutory records as may be required from time to time under the said Act and furnish the same for verification by the Institute/Labour Authority as and when required. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act and will not deploy any labour below the prescribed age as per rules.
- 7.2 The Contractor shall provide housekeeping and human resource services at Client's premises as per Schedule of Work/Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time. For performing Housekeeping and Human Resources duties, the contractor shall deploy well-trained persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. The contractor shall engage medically and physically fit persons preferably between the ages of 18 to 50 years.
- 7.3 The Contractor shall provide housekeeping and human resource services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
- 7.4 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities alongwith their monthly wage bill.
- 7.5 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 7.6 In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful, disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the RIE (NCERT), Bhubaneswar in this respect. Further, the contractor shall immediately replace the particular persons so deployed on demand of the RIE (NCERT), Bhubaneswar.

- 7.7 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.8 The Contractor shall issue identity cards/identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.9 The personnel of the Contractor shall **not** be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract from the client. The personnel so deployed shall be the employees of the contractor/company for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of 'Employer' and "Employee" between the said persons and the RIE (NCERT), Bhubaneswar shall accrue/arise implicitly or explicitly. The Contractor shall make them known about this position in writing before deployment under this Agreement.
- 7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 7.11 Uniforms will be supplied to the persons deployed at the cost of the contractor. Seasonal uniforms such as jerseys in winter and rain coats in monsoon shall also be provided by the contractor their cost and RIE, Bhubaneswar shall have no liability whatsoever on this account.
- 7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. The contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at RIE (NCERT), Bhubaneswar in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required document and the contractor shall be responsible for the default in this respect.
- 7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.14 The Contractor shall take all reasonable precautions to prevent any unlawful, disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of property of RIE (NCERT), Bhubaneswar.
- 7.15 The contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 (Govt. of Odisha) with Rules, 1950 framed thereunder, as amended from time to time on the rates, terms and conditions etc.
- 7.16 The contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons employed by him have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the RIE (NCERT), Bhubaneswar a sum as may be claimed by RIE (NCERT), Bhubaneswar.
- 7.17 The contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to RIE (NCERT) Bhubaneswar and shall comply with the

statutory provisions of Contract Labour (Regulations & Abolition) Act, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938 and/or any other Rules/Regulations and/or statutes that may be applicable to them and shall further keep the RIE (NCERT), Bhubaneswar indemnified from all acts of omission, fault, breaches and/or any claim, demand/loss/injury and expense arising from non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under any of these, the RIE (NCERT), Bhubaneswar shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.

- 7.18 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.19 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 7.20 The Contractor shall not employ any person below the age of 18 years old.
- 7.21 **Contractor's Personnel**
  - 7.21.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
  - 7.21.2 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel.
  - 7.21.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

## 8. CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the housekeeping human resource services to the Client.
- 8.2 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

## 9. CLIENT'S OBLIGATIONS

- 9.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment, materials and facilities at the location(s) where the housekeeping and human resource services are to be provided required to enable Contractor's employees to carry out the services.
- 9.2 The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the

Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

- 9.3 To enable the Contractor to provide the housekeeping and human resource services, the Client shall ensure that their staff is available to provide such assistance.
- 9.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does **not** recognize any employee-employer relationship with any of the workers of the Contractor.

## 10. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of three months on trial basis and further can be extended for a period of one year from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements/statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further extended, subject to satisfactory services at the sole discretion of the office of the Client.

## 11. PAYMENTS

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the housekeeping human resource services.
- 11.2 The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 11.3 The Contractor shall raise invoice per month and submit the same to Client by 5<sup>th</sup> of every following month. The Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
- 11.4 The initial cost of the contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.
- 11.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.6 All payments shall be made in Indian Currency by means of an Account Payee Cheque.
- 11.7 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 11.8 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.



## 12. FORCE MAJEURE – OBLIGATIONS OF THE PARTIES

- 12.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- (i) War, hostilities, invasion, act of foreign enemy and civil war;
  - (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
  - (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
  - (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 12.2 the date of commencement of the event of Force Majeure;
- 12.3 the nature and extent of the event of Force Majeure;
- 12.4 the estimated Force Majeure period;
- 12.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure;
- 12.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby;
- 12.7 any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract.

## 13. TERMINATION

- 13.1 The contract shall be terminated at any time without notice on any of the following contingencies:
- (a) If the services are found unsatisfactory.
  - (b) On the expiry of the contract period as stated above.
  - (c) By giving one month's notice by RIE (NCERT), Bhubaneswar on account of:
    - i. Committing breach by the Contractor of any of the terms and conditions of this contract.
    - ii. Assigning the contract or any part thereof to any sub-contractor by the contractor/firm without written permission of the RIE (NCERT), Bhubaneswar.
  - (d) On company/firm being declared insolvent by competent Court of Law.
- 13.2 During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.
- 13.3 On termination of the contract on any ground whatsoever, it shall be the duty of the contractor to remove all the persons deployed by him and he should ensure that no person creates any disruption/hindrance/problem of any nature for the RIE (NCERT), Bhubaneswar.

#### 14. INSOLVENCY

- 14.1 The competent authority of the RIE, Bhubaneswar may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-
- (i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
  - (ii) If the contractor commits any breach of this contract not herein specifically proved for; Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

#### 15. CURRENCIES OF BID AND PAYMENTS

- 15.1 The Bidder shall submit his price bid/offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

#### 16. ARBITRATION

- 16.1 In the event of any question, dispute/difference arising under the contract or agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement), National Council of Educational Research & Training, New Delhi or his nominee, the award of the arbitrator shall be final and binding on the parties.
- 16.2 Subject to the aforesaid provision, the Arbitration and Conciliation Act, 1996 and the Rules made thereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

## SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' and 'General Conditions of the Contract'.

### 2. INDEMNIFICATION

- 2.1 The bidder shall keep the Regional Institute of Education (RIE), Bhubaneswar indemnified against all claim whatsoever in respect of the employees deployed by the bidder. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case RIE (NCERT), Bhubaneswar is made party and is supposed to contest the case, the actual expenses incurred towards Counsel fee and other expenses will be reimbursed by the contractor to RIE, and the contractor shall pay it in advance to RIE,(NCERT), Bhubaneswar on demand. Further the contractor shall ensure that no financial or any other liability comes on the RIE (NCERT), Bhubaneswar in this respect of any nature whatsoever and shall keep RIE (NCERT), Bhubaneswar indemnified in this respect.
- 2.2 The bidder shall further keep the RIE (NCERT), Bhubaneswar indemnified against any loss to the RIE (NCERT) property and assets. The RIE (NCERT) shall have further right to adjust and/or deduct any of the aforesaid amounts from the payments due to the contractor under this contract.

### 3. LABOUR LAW COMPLIANCES

- 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor. All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the Contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- 3.2 The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.
- 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

- 3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- 3.5 The Contractor shall submit periodical returns as may be specified from time to time.

#### **4. OFFICIAL RECORDS**

- 4.1 The Contractor shall maintain complete official records of disbursement of wages/salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client's office.
- 4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary /Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- 4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC /EPFO Commissioners.
- 4.4 Each monthly bill must accompany the:
- (a) List of employees with their date of engagement.
  - (b) The amount of wages. The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.).
  - (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC.
- 4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

## SCHEDULE OF WORKS/REQUIREMENTS

In this Schedule of Requirements, the details of housekeeping and human resource services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Clients' site and all such other aspect of the Contracts are to be mentioned.

### 1. GENERAL INSTRUCTIONS

- 1.1 The Contractor shall deploy all housekeeping and human resource at the Client facility in the manner and as per the instructions of the Client.
- 1.2 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's business activities and its related human resource requirements.
- 1.3 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the Client, emergencies, exempted.
- 1.4 The Contractor shall cover its personnel for personal accident and/or death whilst performing the duty.
- 1.5 The Contractor shall exercise adequate supervision to ensure proper performance of housekeeping and human resource Services in accordance with the requirements.
- 1.6 The Contractor shall issue identity cards/identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 1.7 The personnel of the Contractor shall not be the employees of the Client (RIE, Bhubaneswar) and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.8 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account.

### 2. PENALTIES

In case, the contractor violates any of the terms and conditions of the agreement or commits any fault or their services are not to the entire satisfaction of RIE (NCERT), Bhubaneswar, a penalty leading to a deduction up to a maximum of 10% of total amount of bill for a particular month will be imposed.

### 3. SCOPE OF WORK – CONTRACTOR

- 3.1 The Contractor shall provide standard and clean liveries to its employees with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 3.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the personnel deployed for housekeeping and human resource services at Client's office. The Contractor should also ensure that EPF statements to the deployed housekeeping and human resource personnel are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.

- 3.3 The Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client before the commencement of the contract and shall also intimate changes in addresses of the staff as and when they take place.
- 3.4 The Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes/problems are referred to Client. It shall totally indemnify Client in this regard.
- 3.5 The Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 3.6 Contractor's staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 3.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 3.8 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 3.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons/ property at the premises on account of acts of omission and commission by the staff deployed by him.
- 3.10 The payments to its employees shall be disbursed by the Contractor in the presence of the representative of Client who shall sign the payment register in token of having disbursed the salary in his presence by the Contractor.

#### 4. SCOPE OF WORK – CLIENT

The Contractor shall provide:-

- i) Housekeeping and Human Resources services as mentioned in the enclosed Annexure-A.

Before submitting the tender, the tenderer/bidder should inspect the site/location to fully acquaint himself with the condition in regard to accessibility of site/location nature of the work working condition etc. required for satisfactory execution of contract. No claim, whatsoever, will be entertained for any alleged ignorance thereof under any circumstances after the award of the contract.

- ii) While providing all the Services, contractor shall ensure that all duties are performed invariably as per the desired standards of the Client, failing which it shall invoke penalty clauses of this Bidding Document.

## 5. CODE OF CONDUCT

The contractor shall strictly observe that its personnel:

- Are always smartly turned out and vigilant.
- Are punctual and arrive at least 15 minutes before start of their duty time.
- Take charges of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Read and understand their post and site instructions and follow the same.
- Extend respect to all Officers and staff of the office of the Client.
- Shall not drink on duty, or come drunk and report for duty.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty.
- Will not read newspaper or magazine while on duty.
- Will immediately report if any untoward incident/misconduct or misbehavior occurs, to Vendor Control and the Client.
- When in doubt, approach concerned person immediately.
- Get themselves checked by security personnel whenever they go out.
- Do not entertain visitors.
- Shall not smoke in the office premises.

### TECHNICAL QUALIFICATION CRITERIA

The tendering human resource and housekeeping Agency must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid:

- (i) The Registered Office or the Branch Office of the Human Resource & Housekeeping Agency should be located in Bhubaneswar or in any of its nearby Satellite Towns. An attested copy of the registration certificate of offices shall be enclosed.
- (ii) The Human Resource & Housekeeping Agency must have a minimum of 05 years experience in supplying human resource & housekeeping to reputed private companies/Public Sector Companies/Banks/Central and State Government Departments. Details of contracts relating to supplying of man power to Central Govt./Semi Govt. PSUs/Bank/reputed private firms in last five years along with attested copies of the supply order shall be enclosed.
- (iii) The Human Resource & Housekeeping Agency should have a minimum annual turnover of Rs. 30 lakhs for any one year during the last three years. A copy of turnover statement duly certified by the C.A must be enclosed with the tender document.
- (iv) The Agency should have its own Bank Account. Certified copy of the account for the last three years issued by the Bank shall be enclosed.
- (v) The Agency (not individual) should have a PAN number. Certified copy of the PAN card shall be attached with the Bid document.
- (vi) The Agency (not individual) should be registered with Service Tax Department. Certified copy of the registration shall be attached with the Bid document.
- (vii) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. Certified copies of the registration with EPF and ESIC shall be enclosed with the tender document.
- (viii) The Agency must be registered under Contract Labour (Regulation & Abolition) Act 1972. Registration & License No. of the agency must be submitted along with the documents.
- (ix) The Agency must have 50 personnel on the roll during last 03 years.

#### Criteria for evaluation of Tender:

The evaluation of Technical Bid will be done by considering the parameters listed in the Proforma for Technical Bid. Parameters at S. No. 1 to 12 are essential in order to be eligible and only those bidder who meet the requirements and provide documentary proof of the same will be considered for evaluation against the other parameters which are indicated at S. No. 13 to 16

After evaluation of Technical Bid the Financial Bids will be opened.



**PROFORMA FOR TECHNICAL BID**

1	Name of Agency	
2	Profile of the agency	
3	Name of proprietor/Director	
4	Full Address of Registered Office a. Telephone No. b. Fax No. c. E-mail Address	
5	Full Address of Operating/Branch Office a. Telephone No. b. Fax No. c. E-mail Address	
6	Banker of Agency with Full Address (Attach certified copy of Account for the last three years issued by the Bank) Telephone number of Banker	
7	Registration No. of the Agency under the Companies Act (Attach attested copy of the Registration)	
8	Registration and Licence No. of the Agency under Contract Labour (Regulation and Abolition) Act, 1972 (Attach attested copy of the Registration)	
9	PAN No. of the firm/agency (Attach attested copy of PAN card of the Agency)	
10	Service Tax Registration No. (Attach attested copy of the registration certificate)	
11	EPF Registration No. (Attach attested copy of the registration certificate)	
12	ESI Registration No. (Attach attested copy of the registration certificate)	

- 13 Financial turnover of the Agency for the last 03 Financial Years: Copy of the IT Returns filed during last 03 Financial Years and copy of the turnover statement of last three years duly certified by Chartered Accountant to be attached.

Financial Year	Amounts	Remarks, if any
2013-14		
2014-15		
2015-16		

(Attach separate sheet if space provided is insufficient)

14	Office of the Contractor/Agency across the country Attested copies of the registration certificate of branch offices shall be enclosed)	
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- 15 Number of Employees on the rolls of the Agency (Proof thereof may be enclosed)

Financial Year	No. of Employees (category-wise break-up may be provided)
2013-14	
2014-15	
2015-16	

- 16 Details of major contracts with Central Government/State Governments/PSUs/ Reputed Private Firms handled by the bidder for providing human resource & housekeeping during the last five years in the following format (attested copies of the last five years work award may be enclosed):

S. No.	Details of client alongwith address, telephone No. and FAX No.	Amount of contract	Duration of contract		Nature of contract	
			From	To	Type of manpower provided	No. of persons deployed
1						
2						
3						
4						
5						

(Attach separate sheet if space provided is insufficient)

Date:

Place:

Signature of Authorized person

Name & Seal :

**DOCUMENTS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID**

- (i) Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1972.
  - (ii) Copy of PAN Card of the Agency (not of the individual).
  - (iii) Copy of the IT Return filed for the last three financial years by the Agencies (not by the individual).
  - (iv) Copy of EPF registration certificates.
  - (v) Copy of ESI registration certificates.
  - (vi) Copy of the Service Tax registration certificate.
  - (vii) Copies of contracts awarded by the Central Government/ State Government/PSUs/Bank/reputed private firms.
  - (viii) Certified copy of Bank A/c for the last 03 years issued by the Bank.
  - (ix) Copy of the Turnover statement of last three years duly certified by Chartered Accountant.
  - (x) Registration certificate of branch offices.
- )

### PROFORMA FOR FINANCIAL BID

Name of Work: Job contract relating to Providing Housekeeping Services to Regional Institute of Education, Bhubaneswar as per the details given in the scope of work mentioned in the enclosed Tender Document vide Annexure-A.

The Agency is required to submit a price bid in the following format only:

S. No.	Description	Rate
1	Total monthly amount quoted for the above job contract against Annexure-A excluding statutory charges. (Rupees _____ )	
2	Break up of ( 1 ) above (a) No. of persons to be deployed : 19 * Male - 18 Female - 01 (b) Details of charges to evaluate the tender with reference to Minimum Wage Act. (Govt. of Odisha)	
3	ESI	
4	EPF	
5	EDLI	
6	Any other charges (please specify)	
7	Cost per head (A)	
8	Service Charges (B)	
	Total Cost (A) + (B)	

\* However, the actual requirement may vary and decrease or increase at different points of time based on functional requirements.

The amount should be a fixed flat rate per personnel per month irrespective of the position in which the personnel shall be deployed.

Date:

Signature of Authorized person )

Designation

Place:

Name & Seal :

**DECLARATION**

1. I,.....Son/Daughter/Wife of Sh.....  
Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of Authorized person

Place

Full Name & Seal

### UNDERTAKING

- (i) I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
- (ii) The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
- (iii) I/we give the rights to the competent authority of the RIE, Bhubaneswar to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
- (iv) I hereby undertake to provide the human resource/housekeeping services as per the directions given in the tender document/contract agreement.

Signature of Authorized person

Date:

Place

Designation:  
(Office seal of the Bidder)

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE  
DEPLOYMENT OF HOUSEKEEPING AND HUMAN RESOURCE**

1. List of its employees shortlisted by the client for deployment in RIE (NCERT) Bhubaneswar containing full details i.e. date of birth, marital status, address etc.
2. Biodata of all persons along with the supporting documents in respect of age/educational/professional qualifications etc.
3. Certificate of verification of antecedents of all persons by local police authority.
4. Detailed proof of identity like driving license, bank account details, proof of residence and recent photograph of the personnel deployed by the agency in RIE (NCERT), Bhubaneswar.
5. Letter indicating the name, designation and telephone number of the coordinator nominated by the agency.
6. Performance Security Deposit in the form of Demand Draft or Bank Guarantee issued by a nationalized Bank covering the period of contract.

## Annexure "A"

Contractor's Scope of work shall consist of providing of House keeping and cleaning services as detailed below: -

- a) Cleaning, Sweeping & Mopping of floors, cleaning of doors, windows and glass panes, sweeping of roads in front of Institute building and Science Gate, cleaning of drains and disposal of garbage etc. around the Institute building, D.M. School building and Guest House(s).
- b) Cleaning all classrooms, all laboratories, all toilets (Morning & Afternoon) of the Institute and Secondary & Primary Sections of the D.M. School, surroundings of the D.M. School buildings of the Regional Institute of Education, Bhubaneswar including shifting of furniture, office equipments etc. The D.M. School functions six days in a week.
- c) Cleaning rooms, toilets, lobby, dining and surroundings of the Guest House including shifting of furniture & equipments etc. as per requirement, and doing so even when there are no guests.
- d) Attending to the Guests including arranging and re-arranging the furniture in the guest room, lounge, lobby and dining hall as per requirement.
- e) Sweeping at both main entrance gates.
- f) Sweeping and mopping of all corridors of Institute & D.M. School weekly once.
- g) Department/Section/Other rooms sweeping, mopping everyday.
- h) Cleaning of the Campus (Residential) once in a month/twice in a month preferably 2<sup>nd</sup> Saturday/4<sup>th</sup> Saturday of the month.
- i) Uniform/I-card/Wage slips must be provided to worker/labour by the Contractor.

Signature of Tenderer

Administrative Officer



**FORM-I****CONTACT DETAILS FORM  
GENERAL DETAILS OF BIDDER**

1. Name of the Firm/Contractor ;
2. Name & Designation of Authorized Representative ;
3. Communication Address ;
4. Phone No./Mobile No. ;
5. FAX No. ;
6. E-Mail ID ;

**PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE**

1. Name of the contact person ;
2. Designation ;
3. Phone No./Mobile No. ;
4. E-Mail ID ;

**FORM-II**  
**BID SECURITY FORM**

No.....

Date:

To

The Administrative Officer  
Regional Institute of Education,  
Sachivalaya Marg, Bhubaneswar – 751 022

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing human resource services vide Tender No.....dated..... KNOW ALL MEN by these presents that WE.....of having our registered office at .....(Hereinafter called 'the Bank') are bound unto The Owner in the sum of Rs. 50,000/- (Rupees fifty thousand only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity,
  - (a) fails or refuses to execute the Contract, if required;
  - OR
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
  - OR
  - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in .....of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness  
Address of witness

Signature of the Bank Authority  
Name  
Signed in the capacity of  
Full address of Branch  
Tel. & FAX No. of Branch

## FORM-III

## FORM FOR FINANCIAL CAPACITY

Description	Financial Years		
	2013-14	2014-15	2015-16
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

### FORM-IV

#### AGREEMENT FOR PROVIDING HOUSEKEEPING AND HUMAN RESOURCE SERVICES ON JOB CONTRACT

This agreement made on this.....day of .....2016 between the **Regional Institute of Education** (a constituent unit of National Council of Educational Research & Training (NCERT), Situated at Sachivalaya Marg, Bhubaneswar, District- Khurda (Orissa) a society registered under the Societies Registration Act (hereinafter referred to as RIE of the **ONE PART**)

#### AND

M/S..... represented through its ..... Sri ....., son of ..... (hereinafter referred to as the Party) of the **OTHER PART**.

WHEREAS the RIE, Bhubaneswar is desirous of giving a job contract for providing Housekeeping & Human Resource services at Regional Institute of Education Camp Bhubaneswar and whereas the party has offered to provide the Housekeeping & Human Resource services on the terms and conditions here in after stated.

WHEREAS the party has represented that he is a registered contractor under the provisions of Contract Labour (Regulation and Abolition) act and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligation and / or formalities, which are to be fulfilled under the said act or any amendment there to for the party, the party shall report the compliance thereof at his own expense subject to certificates by the RIE required if any. The party shall be solely liable for any violation of the provisions of the said Act or any other related Act.

WHEREAS the RIE has agreed to award the job contract for providing Housekeeping & Human Resource services as mentioned at Annexure "A" of the Tender Paper.

#### **Scope of Job Contract:**

- a) Cleaning, Sweeping & Mopping of floors, cleaning of doors, windows and glass panes; sweeping of roads In front of Institute building and Science Gate, cleaning of drains and disposal of garbage etc. around the Institute building.
- b) Cleaning classrooms, all laboratories, all toilets (morning & afternoon) of the Institute and Secondary & Primary sections of the D.M school building shifting of furniture, office equipments etc. the D.M school is functioning 6 days in a week.
- c) Cleaning rooms, toilets, lobby, dinning and surrounding of the Guest House including shifting of furniture & equipments etc. as per requirement, and doing so even, when there are no guests.
- d) Attending to the guests including arranging and re-arranging the furniture in the guest room, lounge, Lobby and dining hall etc. as per requirement.
- e) Sweeping of both main entrance gates.

- f) Sweeping and mopping of all corridors of the Institute & D.M School. Weekly once.
- g) Mopping & Sweeping/Department/Section/Other Rooms every day.
- h) Cleaning of campus (Residential once in a month/twice in a month preferably 2<sup>nd</sup> Saturday/ 4<sup>th</sup> Saturday of the month.
- i) Uniform/I Card/Wage slips must be provided to worker/Labour by the Contactor.
- j) The engagement of workers is subject to change as per the requirement from time to time.

AND WHEREAS the Party has agreed to furnish to the RIE a security deposit in the form of a Demand Draft/Bank Guarantee of any nationalized bank, a sum equivalent to one month's accepted contract value in favour of "General Fund A/C – Regional Institute of Education, Bhubaneswar, payable at SBI, RCE Campus Branch, Bhubaneswar. The Security Deposit can be forfeited in case of breach of contract and non-compliance of the terms and conditions of the contract. The Security deposit will not bear any interest and will be refunded after successful completion of the contract period and on receipt of Annual Accounts Slip of EPF/ESI from the concerned authority.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES

Mentioned above, the parties have agreed as under:

#### A. GENERAL CONDITIONS:

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Party for the services mentioned above shall be the employees of the Party for all Intents and purpose and that the persons so deployed shall remain under the control and supervision of the Party and in no case, shall a relationship of Employer and Employee between the said persons and the RIE (NCERT), Bhubaneswar shall accrue/arise implicitly or explicitly. The persons engaged by the party will have no right or claim for any appointment in RIE, Bhubaneswar by virtue of working in RIE through the party.
2. That taking over the responsibility of providing Housekeeping & Cleaning services / arrangements, the party shall formulate the mechanism and duty assignment of personnel in consultation with the Principal, Regional Institute of Education, Bhubaneswar or his nominee. Subsequently, the Party shall review the Housekeeping & Cleaning Services / arrangement from time to time as directed by the RIE for further streamlining the system. The party shall further be bound by and carry out the directions/instructions given to him by the Principal, RIE or the Officer designated by the Principal in this respect from time to time.
3. That the Principal, RIE, Bhubaneswar or any other person authorized by the principal, RIE shall be at liberty to carry out surprise check on the persons so deployed by the Party in order to ensure that persons deployed by the Party are doing their duties properly/sincerely.

4. That in case any of the person (s) so deployed by the Party does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the party shall immediately withdraw and take suitable action against such person (s) on the report of the RIE in this respect and the Party shall immediately replaced the particular person (s) so deployed.

#### **B. PARTY'S OBLIGATIONS:**

1. That the Party shall provide Housekeeping & Cleaning Services as detailed in Annexure-A of the Tender Paper as stated above and as deemed fit by him.
2. That for performing Housekeeping & Cleaning Services, the Party shall deploy persons and shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. It is further agreed that the Party shall engage medically and physically fit persons preferably between the age groups of 18-50 years.
3. That the Party shall submit details of the names, parentage, permanent present residential address, age, etc. of the persons deployed by him in the premises of the RIE, Bhubaneswar for the purpose of proper identification of the employees of the Party. He shall issue Identity Cards bearing photographs/identifications etc. The employees of the Party shall display their identity cards on at the time of performing duties.
4. That the Party shall ensure that the persons so deployed do not allow any property of the RIE, Bhubaneswar to be taken out of the premises without a Gate Pass signed by the designated officials of the RIE. As a safeguard against any dishonesty connivance and /or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated to the Party along with subsequent changes, if any.
5. The party shall report promptly to the RIE, Bhubaneswar any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Party to ensure security and safety of all the property and assets movable and immovable of the RIE and if there is any lapse on the part of the Party or his worker, the Party shall make well on demand the loss to the RIE, Bhubaneswar.
6. That the Party shall at his own cost, if required take necessary Insurance cover in respect of the aforesaid services rendered to RIE (NCERT), Bhubaneswar and shall comply with the statutory provisions of Contract Labour (Regulations & Abolition) Act, Employees State Insurance Act, Workmen's Compensation Act 1923, Payment of Wages Act 1936, Employees Provident Fund and Miscellaneous Provision Act 1952, Payment of Bonus Act 1965, Employment of Children Act 1938, and or any other Rules / Regulations and / or statutes that may be applicable to them and shall further keep the RIE (NCERT), Bhubaneswar indemnified from all acts of omission, fault, breaches and/or any claim, demand / loss / injury and expense arising out from the noncompliance of the aforesaid statutory provision. Party's failure to fulfill any of the obligations hereunder and/or under the said act, rules/ regulations and / or any bye-laws or rules framed under any of these, the RIE (NCERT), Bhubaneswar shall be entitled to recover any of such losses or

expenses which it may have to suffer or insure on account of such claims, demands, loss or injury from the party's monthly payments.

7. That the Party shall submit the proof of having deposited that mount of contribution claimed by him on account of wage, VDA, NH & F, Bonus, ESI, & EPF towards the persons deployed at RIE (NCERT), Bhubaneswar in their respective names before submitting the bill for subsequent month. In case the party fails to do so, the amount claims towards the aforesaid contribution will be withheld till submission of required document and the party shall be responsible for the default in this respect.
8. The party shall particularly abide by the provisions of minimum Wages Act, 1948 with rules, 1950 framed there under, as amended from time to time on the rates, terms and conditions etc.
9. That the Party shall be required to maintain permanent attendance register / roll within the building premises which will be open for inspection and checking by the authorized officers of RIE, Bhubaneswar.
10. That the party shall make the payment of wages etc. to persons so deployed in the presence of representative of the RIE, Bhubaneswar and shall on demand furnish copies of wages register / muster roll etc. to the RIE, Bhubaneswar for having paid all the dues to the person deployed by him for the work under the agreement. This obligation is imposed on the party to ensure that he is fulfilling his commitments towards his employees so deployed under various labour laws, having regard to the duties of RIE in this respect as the provision of Contract Labour (Regulation & Abolition) Act. The party shall comply with or cause to be complied with labour regulation from time to time in regard to payment of wages, wage period deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
11. That the uniform will be supplied to the persons deployed at the cost of the party. The seasonal equipments such as jerseys, gray coats in winter and rain coats in monsoon shall also be provided by the party at his own cost and RIE, Bhubaneswar shall have no liability what so ever on this account. The uniform shall be approved by the RIE.
12. The party shall take all reasonable precautions to prevent any unlawful, disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of property of RIE (NCERT), Bhubaneswar.
13. The party shall deploy his persons in such a way that they get weekly rest. The working hours / leave for which the work is taken them, do not violent relevant provisions of Shops and Establishment Act. The Party shall in all dealing with the persons in his employment have due regard to all recognized festival / National holiday / days of rest and religious or other customs. In the event of the Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the RIE (NCERT), Bhubaneswar a sum as may be claimed by RIE (NCERT), Bhubaneswar.

### C. RIE's OBLIGATIONS :

1. That consideration of services rendered by the Party as stated above he shall be paid a lump sum amount of Rs...../- per month towards the wages, statutory payment and administrative charges as detailed below :-

#### Monthly Amount of Job Contract:

- (i) Amount excluding statutory charges

... persons @ Rs...../- per day for 26 days

- (ii) EPF @ .....%

- (iii)ESI @.....%

- (iv)Any other charges

2. That the payment on account of enhancement / escalation charges on account of revision of minimum wages by the appropriate Govt. from time to time will be considered by RIE at the appropriate time.
3. That the RIE shall reimburse the amount of monthly wage, all statutory charges and Service Tax, if any paid by the Party to the concerned authorities on account of the services rendered by him to RIE on production of proof of deposit of the same by the Party.
4. Income Tax will be deducted by RIE, Bhubaneswar from the authority wage bill applicable from time to time.

### D. INDEMNIFICATION:

1. That the party shall keep the Regional Institute of Education (RIE), Bhubaneswar indemnified against all claims what so ever in respect of the employees deployed by the party. In case any employee of the party so deployed entered in dispute of any nature whatsoever, it will be the primary responsibility of the Party to solve the same. In case RIE (NCERT), is made party and is supposed to content the case, the actual expenses incurred towards Counsel's fee or other expenses will be reimbursed by the party and the party shall ensure that no financial or any other liability comes on the RIE in this respect of any nature whatsoever and shall keep RIE (NCERT) indemnified in this respect.
2. The party shall further keep the RIE (NCERT) indemnified against any loss to the RIE (NCERT) property and assets. The RIE shall have further right to adjust and/or deduct any of the aforesaid amounts from the payments due to the party under this contract.



3. The party will be liable for all statutory benefits to its employees. In no case the RIE, Bhubaneswar will come into picture, but if occasion arises and RIE pays any amount, it will be recovered from the party.

#### **E. PENALTIES/LIABILITIES:**

1. That the party shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at the discretion of the RIE.
2. That in case the party violates any of the terms and conditions of the agreement or commits any fault or their services are not to the entire satisfaction of RIE (NCERT), a penalty leading to a deduction up to a maximum of 10 % of total amount of bill for a particular month will be imposed.
3. This is purely a job contract and hence the party shall follow all statutory provision of Government regarding engagement of person on job contract basis as per the agreement.

#### **F. COMMENCEMENT AND TERMINATION OF CONTRACT:**

1. That the job contract for providing Housekeeping & Human Resource Services will be initially for a period of three months from.....to ..... on trial basis which can be further extended at the discretion of RIE, Bhubaneswar taking into consideration the performances during the period.
2. That this agreement shall be terminated at any time without notice on any of the following contingencies:
  - (a) If the services are found unsatisfactory.
  - (b) On the expiry of the contract period as stated above.
  - (c) By giving one month's notice by RIE (NCERT), Bhubaneswar on account of:
    - i. Committing breach by the Contractor of any of the terms and conditions of this contract.
    - ii. Assigning the contract or any part thereof to any sub-contractor by the company/firm without written permission of the RIE (NCERT), Bhubaneswar.
  - (d) On company/firm being declared insolvent by competent Court of Law.

The party shall keep on discharging his duties as before till the alternative arrangement is made by RIE, Bhubaneswar. On termination of the contract on any ground whatsoever, it shall be the duty of the Party to remove all the persons deployed by him and he should ensure that no person creates any disruption/hindrance.

**G. ARBITRATION:**

1. In the event of any question, dispute/difference arising under the contract or agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement), National Council of Educational Research & Training, New Delhi or his nominee, the award of the arbitrator shall be final and binding on the parties.
2. Subject to the aforesaid provision, the Arbitration and Conciliation Act, 1996 and the Rules made thereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
3. The Arbitrator may give interim awards and/or directions as may be required.

IN WITNESS THEREOF THE PARTIES HERE TO HAVE SIGNED THIS AGREEMENT ON THE DAY AS MENTIONED.

For an on behalf of  
the Service Provider

For an on behalf of Regional Institute of  
Education, Bhubaneswar-751 022

**WITNESS:**

1.

1.

2.

2.

## FORM-V

### PERFORMANCE BANK GUARANTEE

(To be executed on non-Judicial stamped paper of an appropriate value)

Date:

Bank Guarantee No. :  
 Amount of Guarantee :  
 Guarantee Period : From ..... To .....  
 Guarantee Expiry Date :  
 Last date of Lodgement :

WHEREAS RIE (NCERT) having its office at Sachivlaya Marg, Bhubaneswar (hereinafter referred to as "The Owner" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance (LoA)]

("Contract") with [insert name of the Successful Bidder] .....(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of human resource services ("Human resource Services" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Bhubaneswar for an amount equal to one month's accepted contract value (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the "Bank") having its registered office at [insert the address].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the

Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

(ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here]..... only).

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

(viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted]..... granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

## CHECK-LIST

## CHECK LIST ON PREPARATION OF BIDS

S. No.	Particulars	YES/NO
1.	Have you filled in and signed the Contact Details Form?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
<b>TECHNICAL BID:</b>		
3.	Have you enclosed the EMD of Rs. 50,000/- in the Technical Bid ?	
4	Have you taken prints of all the pages of tender document, in the prescribed paper size and signed on all the pages?	
5	Have you attached proof of having met the following minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you attached attested copy of the license under Contract Labour (Regulation & Abolition Act issued by the concerned authority?	
5.2	Financial Capacity: Have you attached Audited Balance Sheets?	
5.3	Registration with Government Bodies like ESIC, EPF, Labour Laws: Have you attached a Registration copy of each of the certificate?	
5.4	Experience: Have you attached the attested experience certificates issued by the Organizations / Government Deptts. of the last five years?	
5.5	Human Resource: Have you attached proof of number of personnel employed by your company?	
6	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7	Have your Technical Bid been packed as per the requirements of the Tender?	
<b>FINANCIAL BID:</b>		
8	Is your financial Bid proposal duly filled, sealed and signed on all pages?	
9	Have you quoted your rate for personnel as per prescribe form?	
10	Have your financial bid been packed as per Tender?	

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