

REGIONAL INSTITUTE OF EDUCATION, MYSURU – 570006
(A Constituent Unit of National Council of Educational Research & Training, New Delhi)
(Campus & Welfare Section)

E-TENDER DOCUMENT

**E-TENDER FOR Outsourcing of Human Resource & Housekeeping Service to
RIE, Mysuru and RCPD, Bangalore**

**ONLINE TENDER NOTICE
(ONLY THROUGH e-TENDERING MODE)**

e-Tender No:03(4)/RIEM/CPPP/C&W/2022-2023



Issued By
Regional Institute of Education (NCERT)
Manasagangothri, Mysuru – 570006 Karnataka

Visit us at

Website: www.riemysore.ac.in Email: principal@riemysore.ac.in

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REGIONAL INSTITUTE OF EDUCATION, MYSURU – 570006
(A Constituent Unit of National Council of Educational Research & Training, New Delhi)
(Campus & Welfare Section)

NIT No: 3(4)/RIEM/C&W/2022-2023

PART-I (GENERAL INSTRUCTION)

SECTION 1A
NOTICE INVITING TENDER

E-Procurement TENDER NOTICE for “Outsourcing Human Resource & Housekeeping Service to RIE, Mysuru and RCPD, Bangalore”

The Regional Institute of Education, Mysuru invites E-Procurement Tender (Online Tender through website <http://eprocure.gov.in/eprocure/app>) in Two bid system from the qualified firms as per the below mentioned schedule:-

SCHEDULE TO TENDER

SN	Activity Description	Schedule
1	Tender No	No:03(4) RIEM/CPPP/C&W/2022-2023
2	Minimum Validity of tender offer	90 days from the date of Opening
3	Services to be offered	Outsourcing of Human Resource, Housekeeping & Unskilled Labourers (Skilled Labourers-24, Highly Skilled Labourers-02, House Keeping Personnel -24, Unskilled Labourers-25 for RIE Mysuru & Skilled Labourers-04, Unskilled for MTS – 1 & House Keeping Personnel-03 for RCPD, Bangalore)
4	Amount of EMD to be deposited	Rs.10,13,000.00
5	Duration of contract	One Year from the date of award of contract. However, the same may be further extended with satisfaction of committee may be for next one year on same terms & conditions on mutually agreed basis.

IMPORTANT DATES:

Type of Tender	Two Bid System (Technical & Financial)
Bid Submission Mode	Online
Published Date	17.02.2023
Bid Document download/start date	18.02.2023
Bid Submission Start Date	18.02.2023
Bid submission End Date	09.03.2023
Bid Opening Date (Technical)	10.03.2023
Bid Opening Date (Financial)	15.03.2023

Aspiring Bidders who have not enrolled/registered in the e-procurement, should enrol/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.

Interested bidders may submit their quotation online on <http://eprocure.gov.in/eprocure/app> as per the tender document in the websites <http://eprocure.gov.in/eprocure/app> Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. Any corrigendum/addendum regarding this tender will be available on the above said website only.

The applicant has to deposit Earnest Money (EMD) of Rs.10,13,000/- (**Rupees- Ten lakhs thirteen thousand only**) through NEFT to the Principal RIE Mysuru. The NEFT details same has to be submitted along with the format on-line.

The duly filled tender documents shall not be accepted if not accompanied by the scanned copy of the NEFT details towards the requisite bid security (EMD).

Bank Name : State Bank of India
Branch (40958) : Regional Institute of Education, Mysuru
Institute Account Number: 54035460003
IFSC Code : SBIN0040958

**Sd/-
The Principal,
Regional Institute of Education
Mysuru 570 006.**

SECTION- IB

INSTRUCTIONS FOR ONLINE TWO BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eprocure/app>. The bidders must carefully follow the instructions:

- i. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/ bidders on the e-procurement/e-tender portal is a prerequisite for e- tendering.
- ii. Bidder should do the enrolment in the e-Procurement site using the “Click here to Enrol” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- iii. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- iv. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/n Code/e Mudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- v. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- vi. Contractor/ Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
- vii. After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- viii. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.
- ix. Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- x. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the “my tenders” folder.
- xi. From my tender folder, he/she selects the tender to view all the details indicated.
- xii. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- xiii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder’s Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

- xiv. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xv. Bidder should submit the EMD as specified in the tender within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- xvi. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- xvii. The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
- xviii. The NEFT details should tally with the details available in the scanned copy and the data entered during bid submission time. otherwise submitted bid will not be acceptable.
- xix. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- xx. The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- xxi. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- xxii. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- xxiii. After the bid submission (i.e after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- xxiv. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- xxv. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xxvi. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- xxvii. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- xxviii. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: **1800-3070-2232** or send an **email to cppp-nic@nic.in.**

PART – II (Technical Bid)

SECTION-II
TECHNICAL BID FORM

No: 3(4)/RIEM/C&W/2022-2023

To,

The Principal
Regional Institute of Education
Manasagangothri,
Mysuru 570 006.

Dear Sir,

1. Having examined the conditions of contract and specifications including Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake the service of providing **Human Resource & Housekeeping**, in the office of Regional institute of Education, Mysuru & RCPD Bangaluru in conformity with the schedule of works, conditions of contract attached herewith and made part of this Bid.
2. We undertake if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled/National Bank for a sum @ 3% of the contract value for the due performance of the contract (rounded off to next higher multiple of 10)
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. We have enclosed herewith a NEFT details for a sum of Rs. _____ towards Bid security.

**EMD particulars
(Bid Security)**

NEFT details.

Dated

Name of the Bank:

Branch:

Dated thisday of.....(the year)

Name &Signature of Authorized Signatory.....

In capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Signature.....

Address.....

Name

SECTION-III
BIDDERS PROFILE (A) & CERTIFICATES (B)

Photograph of
The tenderer /
Authorized
Signatory holding
Power of
Attorney

1	Name of Tendering Company/ Firm / Agency (Attach certificate of registration)	
2	Type of firm i.e., Proprietorship / partnership or company registered under company act 1956	
3	Name of proprietor / Director of Company/Firm/agency	
4	Full Address of Reg. Office with Telephone No., FAX No. & E-Mail	
5	Full Correspondence Address of Reg. Office with Telephone No., FAX No. & E-Mail	
6	PAN / GIR/TAN No/GST (Attach Self Attested copy)	
7	Goods Service Tax Registration No. (GST NO) (Attach self-Attested copy)	
8	EPF Registration No. (Attach Self Attested copy)	
9	ESI Registration No (Attach Self Attested copy)	

SECTION-III B (CERTIFICATES)

CERTIFICATE-III.B.1

**(PROFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN
DEPARTMENT OF REGIONAL INSTITUTE OF EDUCATION)**

**(To be executed on Stamp paper & attested by Public Notary/Executive Magistrate by the
bidder)**

I S/O
Sh.....
R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in Regional Institute of Education as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, RIE shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Name &Signature of the tenderer with seal

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company Principal on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The Institute will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Name &Signature of the tenderer with seal

SECTION-III B

CERTIFICATE-III B.2

(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)

“I..... (Authorized signatory) hereby declare that the tender document Submitted has been downloaded from the website” <http://www.riemysore.ac.in> or <http://www.eprucure.gov.in> and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed NEFT Details for Rs.....towards the cost of EMD.

Place : Signature of tenderer/Authorized Signatory

Date : Name of the Tenderer

Seal of the Tenderer

SECTION-IV
BIDDERS DECLARATION (A)& CERTIFICATES (B)

BIDDERS DECLARATION (A)
(FOR EPF & Misc provisions Act 1952)

I (name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Miscellaneous provisions Act 1952 and authorize RIE Mysuru to recover any payment that arises due to failure to comply with any of the labour legislations and statutory conditions viz., labour, EPF, ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Signature of tenderer/Authorized Signatory

Place :

Date : Name of the Tenderer

Seal of the Tenderer

SECTION-IVB

CERTIFICATE-IVB.1

DECLARATION FOR NON TAMPERING OF TENDER DOCUMENT

I / We /Proprietor/ Partner(s)/ Director(s) of M/s -----, hereby declare that I / We have not tampered the tender document issued vide TENDER No:03(4) RIEM/CPPP/C&W/2022-23 which is downloaded from the website www.riemysore.ac.in or <http://www.eprucure.gov.in>.

Signature -----

Name-----

Name & address of the firm: -----

SECTION-IV B

CERTIFICATE –IV B.2

**DECLARATION REGARDING NON-DEBBARMENT & NON-BLACKLISTING
FROM TAKING PART IN GOVT.TENDER**

(To be executed on Stamp paper & attested by Public Notary/Executive Magistrate by the Bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.----- has not been blacklisted or debarred in the past by RIE, Mysuru or any other Government organization from taking part in Government tenders.

or ----- tenders for a period of ----- years w.e.f.----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by Office of The Principal, RIE, Mysuru and EMD/Bid security shall be forfeited.

In addition to the above, Office of The Principal, RIE, Mysuru will not be responsible to pay the bills for any completed / partially completed work.

Signature -----

Name -----

Capacity in which as signed: -----

Name & address of the firm: -----

Date:

Name &Signature of Bidder with seal.

SECTION- IV B

CERTIFICATE- IV B.3

PRE RECEIPT FOR REFUND OF EARNEST MONEY

Tender No : 03(4) RIEM/CPPP/C&W/2022-2023

Received with thanks from The Principal RIE Mysuru a sum of Rs. -----
----- /- (Rs -----) only, towards refund of
Earnest Money Deposit paid in respect of Tender for “Human Resource & Housekeeping Service,” for
use in Office of the RIE Mysuru.

Date:

Name & Signature of Bidder

(On revenue stamp)

Place:

(Note: Earnest Money will be returned to unsuccessful Bidder only after finalization/completion of the tender)

Name & Address: _____

SECTION-IV B

CERTIFICATE –IVB.4

LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE

(Must be submitted to office of the Principal, RIE, Mysuru on or before date of bid opening)

To,
The Principal
Regional Institute of Education
Mysuru 570 006.

Sub: Authorisation for attending the office on _____ (date) in the

Tender of _____

Following person is authorised to attend the office for the tender mentioned above on behalf of

_____ (Bidder).

Name of the Representative

Specimen Signature

1. _____

Name &Signature of the Bidder

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorisation as prescribed above is not received.)

SECTION V

INSTRUCTIONS TO BIDDERS

1. GENERAL:

- 1.1 The Tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his financial bid. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document. The tenderers who are confident of executing the contract in time by employing the required resources, manpower and materials need only participate in this tender.
- 1.2 In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organisation. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at Mysuru only.
- 1.3 The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
- 1.4 It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.
- 1.5 Any tenderer participating in this tender should make sure that he will be able to carry out the work in the contract.
- 1.6 It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted should take all factors into consideration.
- 1.7 The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
- 1.8 The tender schedule shall be read in conjunction with Specifications, General Instructions, Special Terms and Conditions, Conditions of Contract and Additional Conditions. The tenderer shall be deemed to have carefully examined all these documents. **It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.**
- 1.9 **The quantities indicated in tender may increase or decrease and the estimated cost of tender may vary by plus or minus.**
- 1.10 The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses, in case of the authorized representative signs it in that behalf shall accompany the tender, **“Power of Attorney” duly attested by public notary must be submitted.** In case of the partnership firm, Self-Attested true copy of the **partnership deed must be submitted** along with the tender. Similarly in case of company the Self Attested copy of **Memorandum of Article & Association.**
- 1.11 Interest shall NOT be payable on the Earnest Money deposit.
- 1.12 The Earnest Money Deposit of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within 45 days from the date of opening of tenders.

2. DEFINITIONS:

2.1. The CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between The Administrative Officer, RIE Mysuru and the CONTRACTOR together with the documents referred to therein including TENDER NOTICE, GENERAL INSTRUCTIONS, GENERAL CONDITIONS, CONDITIONS OF CONTRACT, ADDITIONAL CONDITIONS, TENDER SCHEDULE, instructions issued from time to time by the RIE Authority and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

2.2. In the CONTRACT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them:

The expression “WORKS” or “WORK” shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

“Change” shall mean a substitution for or omission of any work or other requirements within the general scope of the work; the performance of or compliance with which is contemplated by the contract documents.

“Extra work” shall mean any work or compliance with any requirements, other than a change which is not, expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

The “SITE” shall mean the location wherein the work is to be executed under the contract.

The “RIE” means the Regional Institute of Education, Mysuru (NCERT), and its successors.

The “COMPETENT AUTHORITY” means The Principal RIE Mysuru.

2.3. All references of: -

The Principal / Committee Member of RIE / Administrative officer/ Accounts Officer/ Section officer / Caretaker.

In various clauses shall mean the Officers in their respective Grades/Groups employed in the RIE, by whatever designations are assigned to them from time to time and who may be in-charge of direction, execution, supervision, testing, acceptance, maintenance of claims, etc. from time to time and includes their successors in office.

Words imparting the singular number include the plural number and vice-versa.

3. ELIGIBLE BIDDERS:

- a. Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and attested copy of **registration** may be attached.
- b. Bidder must have **GST & Registration certificate** issued by competent authority.
- c. Bidder must have **EPF and ESI registration** with competent authority.
- d. Bidder must have **PAN/TAN/GIR card**.
- e. Self-attested Copy of **experience certificate** of at least **Three years** (2019-20, 2020-21, 2021-22) Experience and work executed amounting to at least Rs.1,50,00,000/- in one year during last three years in central Govt. /State Govt./PSU/ Nationalized Banks in similar work of Human Resource & Housekeeping services as described in Section V. The certificate should be issued by the officer of the concerned department.
- f. **Bidder should have last 3 year income tax return certificate** (2019-20, 2020-21, 2021-22)
- g. **“No near relative” of the bidder firm/company be working/employed in Regional Institute of Education, Mysuru.**

4. COST OF BIDDING

Bidders shall bear all costs associated with the preparation and submission of the bid. The RIE, Mysuru will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. THE TWO BID DOCUMENTS

a. The Technical Bid Documents include:

- i. Notice Inviting Tender
- ii. Technical Bid Form
- iii. Bidders Profile & certificates
- iv. Bidders Declaration & certificates
- v. Instructions to Bidder
- vi. General Conditions of Contract
- vii. Job Specifications & Job description
- viii. Schedule of Requirements
- ix. Form C: Contract Agreement
- x. Form D: Performance Security Bank Guarantee – (Only to successful bidder at the time of entering into contract)
- xi. Check list for Bidders

b. The Financial Bid Form

Bidders are expected to examine all instructions, forms, terms and conditions in the Bid documents. Failure to furnish all information required as per the Bid documents or submission of bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.

6. CLARIFICATION OF BID DOCUMENTS

- a. Bidders requiring any clarification on the Bid Documents shall notify the RIE in writing or by FAX (Fax No. 0821-2515665) or at the Officer's mailing address indicated in the invitation of Bid. The RIE, Mysuru shall respond in writing to any request for the clarification of the Bid Documents which he receives not later than 2 days prior to the date of opening the Tenders. Copies of the clarification sought for by the bidders and clarifications by the RIE Mysuru shall be sent to all the prospective bidders who have received the bid documents.
- b. The clarifications made as above shall form part of the Bid document and will be treated as amendment to the Bid document. These clarifications will also be made available in the website and bidders who have downloaded Bid document from internet are to submit the bid document accordingly after taking into account all the clarifications issued.

7. AMENDMENT OF BID DOCUMENTS

The Bids prepared by the bidder shall comprise the following components:-

- a. At any time prior to the date of submission of Bids, RIE, Mysuru may, for any reason, whether on its own initiative or in response to any clarification received from a bidder, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on them.
- b. In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the RIE, Mysuru may at its discretion, shall extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web site as and when it is made.
- c. Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.
- d. Documentary evidences in accordance with Section V of Clause 3 that the bidder is eligible and is qualified to perform the contract if his bid is accepted.
- e. Bid Security furnished in accordance with Clause 12 of Section V.
- f. Bid Forms, Tenderer's Profile with Certificates and Financial Bid completed in accordance with Sections II to XII

8. BID FORMS

The Bidder shall complete i) the Technical Bid form (Part – II, Sections II to XI), and ii) prices as per Financial Bid Form (Part – III, Section XIII), furnished in the Bid documents, indicating the services to be carried out and Brief description of the services.

9. BID PRICES

- a. The RIE Mysuru accepted to pay the wages fixed by the Government of India, Ministry of Labour and Employment, Office of the Chief Labour Commissioner, New Delhi and revised wages notified from time to time.
- b. The bidders are requested to quote the percentage of service charges/administrative charges only as mentioned in the Part III Section XIII Financial Bid form.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

The following documents must be submitted along with tender document, any tenderer submitting bid without documents those specified below, is liable to be summarily rejected.

- i. Bidder's Profile duly filled as per **PARTS I & II.**
- ii. Certificate of "No near relative" of the bidder firm/company be working/employed in RIE, Mysuru to be executed on Stamp paper & Self Attested by Public Notary/Executive Magistrate by the bidder.
- iii. Certificate of "BLACKLISTING & NON- BLACKLISTING "of bidder firm/company to be executed on Stamp paper & attested by Public Notary/Executive Magistrate by the bidder.
- iv. Declaration towards **Non-tampering of tender document.**
- v. Self-Attested copy of **Partnership Deed or** affidavit in original regarding sole proprietorship in case of proprietorship firm/ **Memorandum of Association / Articles** as applicable.
- vi. Bidders profile dully **filled & signed as per section III.**
- vii. All the tender document **pages should be stamped and signed.**
- viii. Original "**Power of Attorney**" in case person other than the tenderer has signed the tender documents.
- ix. The documents submitted by the successful bidder may be verified from sources.

12. EARNEST MONEY DEPOSIT (EMD)/PERFORMANCE BANK GUARANTEE

- a. **Earnest Money Deposit of Rs.10,13,000/-** shall be paid through NEFT/DD drawn in favour of the Principal, RIE, Mysuru payable at RIE Mysuru .
- b. Earnest Money Deposit in the form of cash or in the form of cheque or in any other form will not be accepted.
- c. Interest shall NOT be payable on the Earnest Money Deposit.
- d. The Earnest Money Deposit of the successful bidder will be refunded without interest within reasonable time after final decision of the tender procedures, normally within six months from the date of opening of tenders.
- e. The Earnest Money Deposit of the unsuccessful bidder will be refunded without interest within reasonable time after final decision of the tender procedures, normally within 45 days from the date of opening of tenders.
- f. The Earnest Money Deposit is required to protect the RIE, Mysuru against the risk of bidder's conduct, which would warrant forfeiture of Earnest Money Deposit pursuant to Clause 12.h
- g. A Bid (Tender) not accompanied by the Earnest Money Deposit shall be rejected by the RIE, Mysuru as being non responsive at the bid opening stage itself.
- h. Earnest Money Deposit will be forfeited and the acceptance of the tender will be re-considered or revoked or cancelled at the discretion of RIE Mysuru which will not amount to imposing of penalty:
 - (i) If the bidder withdraws his bid after the bids have been opened
 - (ii) If the bidder fails to execute the Agreement or fails to remit the required Performance Bank Guarantee within seven working days of being called upon to do so.
- i. The firm who have MSME registration or SSI registration have exemption under MSMED act, are exempted from submitting Earnest Money Deposit.
- j. The successful bidder's has to give bank guarantee equivalent to 10% of the value of the contract as performance security deposit.

13. PERIOD OF VALIDITY OF BID

The tender submitted by tenderer will remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of the tender. Tenderer shall not be entitled during this period of Ninety days, without the consent in writing of RIE, Mysuru to revoke or cancel his tender or to vary the tender submitted or in terms thereof. The RIE, Mysuru shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if requested by the RIE Mysuru in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the RIE Mysuru in writing.

14. SUBMISSION OF BIDS

The two bids along with the necessary documents should be uploaded in the e-procure.gov.in portal as per the guidelines mentioned in the portal.

Method of preparation of bid:

- a) FINANCIAL BID: Rate for outsourcing of “Human Resource & Housekeeping services” in Institute of RIE, Mysuru & RCPD Bangalore should be quoted clearly in the financial bid. The components of rates per employee are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the Mysuru area as on date for House Keeping, Skilled & High Skilled on as per rules basis and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.). The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any)
- b) The L1 bidder will be arrived at after consideration of lowest percentage of service tax for all the category
- c) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.
- d) **A declaration in the proforma given in Section III**, has to be submitted along with the Bid document.
- e) No person is permitted to bid for tender whose relative(s) is (are) working in Regional Institute of Education, Mysuru. The tenderer thus should give certificate along with tender document that none of his/her relative is working in Regional institute of Education Mysuru. Near relative for this purpose is defined in **Section III**.

15. LATE BIDS:

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

16. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is done prior to the deadline prescribed for submission of bid.

17. BID OPENING

Bid opening and finalization will be according to e-procurement procedures.

The financial bid will be evaluated only for technically qualified bidders.

18. BID EVALUATION

Prior to the detailed evaluation of Technical and Financial bids the RIE Mysuru will determine the substantial responsiveness of each bid to the Bid document. Substantially responsive bid is one which confirms to all the terms and conditions of bid document without material deviation. The RIE Mysuru determines the bid responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as substantially non-responsive will be rejected by the RIE Mysuru and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity. However the RIE Mysuru may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any bidder.

The financial bids of those bidders whose technical bid has been satisfactorily evaluated and found substantially responsive, will be opened subsequently after due notice.

Arithmetic discrepancy in the financial bid shall be rectified in the following manner. If there is discrepancy between the unit price and total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected by the RIE Mysuru accordingly. If there is discrepancy between the words and figures, the amount in words shall prevail. The decision of RIE Mysuru is final in this regard and the bid will be rejected if the bidder does not agree to the decision in this regard.

19. REJECTION OF TENDERS

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

- a) If the requisite Earnest Money Deposit in the manner does not support the tender provided therein.
- b) If the Bid Validity is less than the period prescribed (90 Days).
- c) If the tender is not duly signed, or not found proper or complete to the satisfaction of RIE Mysuru in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- d) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- e) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- f) If tender consists of unwarranted comments, conditions, and deviations in specification or any other omissions or commissions compared to documents.
- g) If prices are not filled properly in the Financial Bid.
- h) Without assigning any reason thereof.

20. CONTACTING THE RIE

No bidder shall try to influence the RIE authorities on any matter relating to his bid from the time of bid opening till the time of award of contract. Any effort by any bidder to modify his bid or influence the bid process shall result in rejection of his bid without any notice. The decision of RIE Mysuru will be final in this regard.

21. PLACEMENT OF ORDER

RIE Mysuru shall consider placement of work orders on those bidder whose technical and financial bid has been successfully considered and decided as L1.

22. RIE RIGHT TO ACCEPT OR REJECT ANY BID

Tender will be accepted and Contract will be finalized only with those of the tenderer(s), who in the opinion of RIE Mysuru shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.

RIE Mysuru reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. The Principal RIE Mysuru does not bind himself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and he can also reduce or extend the period of contract without assigning any reason.

23. LETTER OF INTENT (LOI)

The RIE Mysuru will issue an LOI which constitutes the intention of the RIE Mysuru to enter into contract with the bidder.

On the recommendation of the Tender Committee who have determined & evaluated the successful bidder, Principal, RIE, Mysuru shall issue a LOI in duplicate. The successful bidder will return one copy to RIE, Mysuru duly acknowledged, accepted and duly signed by the successful bidder or the authorized signatory, within Seven (07) days of receipt of the LOI.

The issuance of the LOI to the successful bidder shall constitute an integral part and it will be binding on Agency.

The time taken between the date of issue of LOI and Notice to proceed shall not prevent Agency to mobilize the manpower.

24. SIGNING OF CONTRACT AGREEMENT

The successful Tenderer shall be required to execute an Agreement **within 7 (Seven) working days** of being called upon on a non-judicial **stamp paper of Rs.1000/-** at his own cost and in the format at Section VIII to the effect that the tenderer and RIE are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.

Submission of the Tender document duly signed on all pages shall bind the bidder to all the terms and conditions of this tender document and as well as the Agreement to be signed by him. A copy of the complete set of this Tender document shall also become enclosure to the agreement as an annexure.

The RIE Mysuru reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of RIE Mysuru under this Clause shall not construe the breach of contract.

After the selection of a bidder by the competent authority, the successful bidder will be formally notified of the award by order prior to expiration of validity period. The letter called "Award of Contract" (AOC) will state the contract price that the RIE will have to pay to the bidder towards the execution/completion of the tender, subject to furnishing a performance security within the stipulated date.

25. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause 23, 24 shall constitute sufficient ground for the annulment of the contract and the forfeiture of the Bid Security in which event the RIE Mysuru may award the contract to any other bidder at its discretion or call for new Tender.

26. DURATION OF CONTRACT:

One Year from the date of award of contract. However, the same may be further extended for next one year on same terms & conditions on mutually agreed basis.

27. INSOLVENCY:

The Principal, being the competent authority of RIE, Mysuru may at any time by giving a notice in writing summarily terminate the contract without any compensation to the Agency in any of the following events, that is to say:

- (a) If Agency shall at any time be adjudged insolvent or shall have received an order or orders for administration of its estate made against it or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of its efforts or enter into any arrangements or composition with its creditors or suspend payment or Agency will be dissolved under the Company Act.
- (b) In case, the Agency, being a legal entity, 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 entitle the Court or debenture holders to appoint a Receiver or Manager, all the right, claims, interests, recovery of RIE, Mysore from the Agency shall be preferred to and protected from such claims mentioned.

SECTION VI

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION OF THE CONTRACT DOCUMENT

The Principal, RIE Mysuru and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

2. VALIDITY PERIOD OF RATE

The rates quoted should be firm and valid from the date of submission of bid up to the validity of contract agreement after finalization of tender for all work order without any change.

3. TAXES AND DUTIES

Contractor shall pay **all levies, fees, royalties, taxes and duties** payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the RIE from and against the same or any default by the Contractor in the payment thereof.

4. PRICE ESCALATION

The RIE Mysuru shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies in respect thereof whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase.

However during the period of contract, as and when the minimum wages for Mysuru are revised by the labour commissioner / District collector/ as per notification by the Govt. of India time to time, then the rates payable for each category of manpower shall be revised to the new minimum wages. These revisions are applicable only in case when the approved rates are lower than the new revised minimum wages fixed from time to time by the authorities.

The variation in GST/taxes as and when notified by the Government of India orders shall be applicable during the contract period.

This revised rates shall be applicable only from the month, the contractor submits the revised minimum wages letter from the concerned authorities.

5. NOTIFICATION BY CONTRACTOR

The Contractor shall give in writing to the Principal, RIE Mysuru such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Contractor shall keep all proper persons or authorities involved regularly advised of the progress of operations throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time as directed or required.

6. QUALITY OF WORK

The Principal RIE Mysuru shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Principal RIE Mysuru and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Principal, RIE Mysuru has the right to prohibit the use of men/women and any tools, materials or equipment's which in his opinion do not produce work or performance meeting the requirement of the Contract Documents.

7. GUARANTEE

In addition to any and all other guarantee mentioned in the contract documents the Contractor guarantees that the entire work will be done in a satisfactory manner.

8. INSURANCE

Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution. The Contractor shall also take out **workmen's compensation insurance** as required by law and undertaken to indemnify and keep indemnified the RIE from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Institute may suffer or incur with respect to and/or incidental to the same. **The Contractor shall have to furnish originals and/or attested copies as required by the Principal, RIE Mysuru, the policies of insurance taken within seven days** of being called upon to do so together with all premium receipts and other papers related thereto which the Principal, RIE Mysuru, may require.

9. INDEMNITIES

The Contractor shall at all times hold the RIE harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the RIE its officers, and officials and forthwith upon demand and without protest or demur to pay to the Institute any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the RIE may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse the RIE or pay to the RIE forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the RIE arising out of or incidental to or in connection with the operation covered by the contract. The Contractor shall at his own cost at the RIE's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the RIE.

Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, the Principal RIE Mysuru shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with RIE. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Principal, RIE Mysuru on demand the balance remaining due?

10. INSOLVENCY OR DEATH OF CONTRACTOR

In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified the Principal RIE Mysuru shall have the power to terminate the contract without previous notice.

Contractor's heirs/representatives shall, without the consent in writing of the RIE Mysuru, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the Principal RIE Mysuru, in writing.

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Principal, RIE Mysuru shall have the option of terminating the contract without compensation to the contractor, which does not amount to breach of the contract.

11. SUB-CONTRACTS

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

RIE Mysuru reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to the RIE Mysuru in terms hereof and for the due fulfilment of the contracted works.

The Contractor shall indemnify, and save harmless the RIE from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the RIE may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be.

If contractor without written approval of the Principal, RIE Mysuru, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, the RIE Mysuru shall have power to adopt any of the courses specified in clause- (23); clause- (23.5) as he may deem fit in the interest of RIE and in the event of any of these courses being adopted the consequences specified in the said clause- (23); clause- (23.5) shall ensue.

12. INFERIOR QUALITY OF WORK: -

- 12.1. For inferior quality or incorrect execution of work, the in-charge of work will be empowered to deduct from bills 5% amount of Work Order in addition to excess payment made to rectify/reconstruct or replace any defective work. No payment will be made for such execution.
- 12.2. The person deployed shall be required to report for work from 08:00am to 04:00pm for Housekeeping from Monday to Saturday, for others skilled, high-skilled & unskilled 09:00am to 5:30pm from Monday to Friday at RIE Mysuru or as per the work assignment by the Supervising Officer, In case, person deployed is absent on any day, particular day wage shall be deducted.
- 12.3. If the work is not performed by any or all the manpower on any day in a month deduction shall be made proportionately (per day basis) from the bills of the contractor and a penalty @ Rs.300/- per working day for each Housekeeping & Human resource shall be imposed.
- 12.4. The contractor shall endeavour to provide the service of the same manpower as deployed at the beginning of the contract, throughout the period of contract, except in extra ordinary circumstances like person leaving the job or person being asked to be replaced by this office.
- 12.5. The accountability and responsibility for maintaining secrecy of the data will be with the contractor.
- 12.6. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
- 12.7. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.
- 12.8. Rate for outsourcing of “Human Resource & Housekeeping services” in RIE Mysuru should be quoted clearly in the financial bid (Part-III, Section XII). The components of rates per employee are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the Mysuru city and notification from Govt. of India time to time as on date for Skilled, High-skilled, Housekeeping, on per month basis and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.).
- 12.9. The L1 bidder will be arrived at after consideration of total price/amount i.e. wages, EPF, Employee State Insurance, any other liability, Service/Administration charges and service tax for all the category for total as per notice inviting tender (NIT) page etc.,
- 12.10. The manpower engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on the RIE. The contractor will intimate to the local police station regarding identity and permanent address of the persons employed. A copy of the acknowledgement received from local police station should be submitted to this office.
- 12.11. The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and **utmost secrecy and confidentiality must be maintained.**

- 12.12 It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.
- 12.13. For all intents and purposes, the contractor shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower Operator so employed and deployed in this office. **The manpower deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o the Regional institute of Education, Mysuru.**
- 12.14. The contractor shall be solely responsible for the redress of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
- 12.15. The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.
- 12.16. Where the Contractor is a partnership firm, the previous approval in writing of the RIE Mysuru shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of clause- (11) hereof and the same action may be taken, and the same consequence shall ensue as provided in the said clause-(11)

13. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION

Obtaining license before commencement of work:

The contractor shall obtain a valid labour license as per requirement under the contract labour (R & A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 before commencement of the work. The contractor shall also abide by the provisions of the Child labour (prohibition and regulation) Act 1986. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

14. LABOUR CONTRACT REGULATIONS:

Working hours

- 14.1. Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that inclusive of interval for rest.
- 14.2. Where a contractor is permitted by the officer to allow a manpower to work on a normal week holiday, he/she shall grant a substituted holiday to him/her for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such manpower for the work performed on a normal week holiday will be as per normal working day. No overtime wages will be paid to such manpower.

15. PAYMENT OF WAGES

- 15.1. The Contractor shall fix wage periods in respect of which wages shall be payable.
- 15.2. No wage period shall exceed one month (excluding holiday).
- 15.3. Where the employment of any manpower is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 15.4. Wages due for individual manpower shall be paid to him/her direct or the other person authorized by him/her in this behalf.
- 15.5. Wages shall be paid without any deductions of any kind except those specified by the central government by general or special order in this behalf or permissible under the payment of wages act 1956.
- 15.6. Each claim bill of the contractor must accompany details of labourers/employees engaged, duration of their **engagement/wage register /amount of wages paid/amount of EPF/ESI contributions** and declaration from the contractor regarding compliance of the condition of EPF Act 1952.
- 15.7. **The contractor shall be responsible for providing all statutory benefits to the personnel employed by him/her.**
- 15.8. The contractor shall liable to make disbursement of payment among the manpower as per the approved final rates of this contract and has to submit the documentary proof of said disbursement of previous month along with the bill of next month.

1. RIE, Mysuru

The minimum approved rate to be paid per day to the Labourer: (Skilled)

Sl. No	Scope of Work	Rate Approved	
1	Charges to be quoted for each Labourer (Skilled) to be provided at RIE Mysuru	Wages: The current wages fixed by the Govt. of India Ministry of Labour & Employment, Office of the Chief Labour Commissioner ©, New Delhi w.e.f 01.10.2022 as stated below are approved. As & when the Ministry revises the wages from time to time are also to be followed.	
		A Wages (per day)	Rs.579/-
		B VDA (per day)	Rs.209/-
		Total wages per day	Rs.788/-
		c) employer share towards ESI Subscription	As per the orders of the competent authority of ESI
		d) Employer share towards EPF Subscription	As per the orders of the competent authority of EPF

The minimum approved rate to be paid per day to the Labourer: (Highly Skilled)

Sl. No	Scope of Work	Rate Approved	
1	Charges to be quoted for each Labourer (Highly Skilled) to be provided at RIE Mysuru.	Wages: The current wages fixed by the Govt. of India Ministry of Labour & Employment, Office of the Chief Labour Commissioner @, New Delhi w.e.f 01.10.2022 as stated below are approved. As & when the Ministry revises the wages from time to time are also to be followed.	
		A Wages (per day)	Rs.637/-
		B VDA (per day)	Rs.229/-
		Total wages per day	Rs.866/-
		c) employer share towards ESI Subscription	As per the orders of the competent authority of ESI
		d) Employer share towards EPF Subscription	As per the orders of the competent authority of EPF

**The minimum approved rate to be paid per day to the Labourer:
House Keeping services, Un-skilled (Gardener/Mali, MTS, Plumbing Helper cum MTS, and Service Boy) which is mandatorily required to be paid to the agency is indicated bills.**

Sl. No	Scope of Work	Rate Approved	
1	Charges to be quoted for each Labourer to be provided for House Keeping services, un-skilled at RIE Mysuru	Wages: The current wages fixed by the Govt. of India Ministry of Labour & Employment, Office of the Chief Labour Commissioner @, New Delhi w.e.f 01.10.2022 as stated below are approved. As & when the Ministry revises the wages from time to time are also to be followed.	
		A Wages (per day)	Rs.437/-
		B VDA (per day)	Rs.158/-
		Total wages per day	Rs.595/-
		c) employer share towards ESI Subscription	As per the orders of the competent Authority of ESI
		d) Employer share towards EPF Subscription	As per the orders of the competent Authority of EPF

2. RCPD Bangalore:

The minimum approved rate to be paid per day to the Labourer: (Skilled) which is mandatorily required to be paid to the agency is indicated bills.

Sl. No	Scope of Work	Rate Approved	
1	Charges to be quoted for each Labourer (Skilled) to be provided at RCPD Bangalore.	Wages: The current wages fixed by the Govt. of India Ministry of Labour & Employment, Office of the Chief Labour Commissioner ©, New Delhi w.e.f 01.10.2022 as stated below are approved. As & when the Ministry revises the wages from time to time are also to be followed.	
		A Wages (per day)	Rs.637/-
		B VDA (per day)	Rs.229/-
		Total wages per day	Rs.866/-
		c) employer share towards ESI Subscription	As per the orders of the competent authority of ESI
		d) Employer share towards EPF Subscription	As per the orders of the competent authority of EPF

The minimum approved rate to be paid per day to the Labourer:

House Keeping services, Un-skilled (Gardener/Mali, MTS, Plumbing Helper cum MTS, and Service Boy) which is mandatorily required to be paid to the agency is indicated bills.

Sl. No	Scope of Work	Rate Approved	
1	Charges to be quoted for each Labourer to be provided for House Keeping services, un-skilled (Gardener/Mali, MTS, Plumbing Helper cum MTS, and Service Boy) at RIE Mysuru & Housekeeping services at RCPD Bangalore.	Wages: The current wages fixed by the Govt. of India Ministry of Labour & Employment, Office of the Chief Labour Commissioner ©, New Delhi w.e.f 01.10.2022 as stated below are approved. As & when the Ministry revises the wages from time to time are also to be followed.	
		A Wages (per day)	Rs.523/-
		B VDA (per day)	Rs.188/-
		Total wages per day	Rs.711/-
		c) employer share towards ESI Subscription	As per the orders of the competent Authority of ESI
		d) Employer share towards EPF Subscription	As per the orders of the competent Authority of EPF

Note: The bill raised by the contractor shall not claim more than the wages stated above.

16. LABOUR RECORDS

- 16.1. The contactor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour (R & A) Central Rules 1971 and **same shall be submitted along with monthly bills to be submitted by contractor.**
- 16.2. The contractor shall maintain a **muster roll register** in respect of all workmen employed by him on the work under contract in form XVI of the CL(R & A) Rules.
- 16.3. The contractor shall maintain a **Wage Register** in respect of all work men employed by him on the work under contract in form XVII of the CL (R & a) Rules 1971.
- 16.4. The manpower deployed by the contractor for providing the services to do specific work will have no claim whatsoever for absorption in RIE later on.
- 16.5. The contractor shall maintain a **Register of Fines** in the form XII of the CL(R & A) rules 1971 the contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
- 16.6. The contactor shall maintain a **Register of deductions for damage or loss** in from XX of the CL(R & A) Rules 1971.
- 16.7. The contractor shall maintain a **register of Overtime** in from XXIII of the CL(R & A) rules 1971.

17. **Inspection of Books and Slips.**

The contractor shall allow inspection of all the prescribed labour records to any of his manpower or to his agent at a convenient time and place after due notice is received or to the labour officer or any other person, authorized by the Central Government on his behalf for Submission of Returns. The contractor shall submit periodical return as may be specified from time to time.

18. **INSURANCE:**

Without limiting any of the other obligations or liabilities the contractor shall at his own expense takes and keep comprehensive insurance for manpower and for all the work during the execution. The contractor shall also take out workmen's compensation insurance as required by law and under take to indemnify and keep indemnified the RIE for and against all manner of claims, demands, losses, damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the RIE may suffer or incur with respect to end/or incidental to the same. The contactor shall have to furnish originals and /or attested copies as required by the RIE of the policies of insurance take within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the RIE may require.

19. **COMPLIANCE WITH LAWS AND REGULATION**

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules., regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or RIE, municipal boards, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By- laws, Rules, Regulations, orders and /or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.

20. FORCE MAJEURE: -

- 20.1. If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the RIE Mysuru as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option, terminate the contract.
- 20.2. Provided also that if the contract is terminated under this clause, the RIE Mysuru shall be at liberty to take over from the contractor at a price to be fixed by the RIE Mysuru which shall be final, all un-used, un-damaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the RIE Mysuru elect to retain.

21. BREACH OF CONTRACT

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the “Breach of Contract” mentioned above covers
(a) the Anticipatory Breach and (b) the Present Breach.

22. The RIE Mysuru may without prejudice to the right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:
- If the Contractor having been given by the Principal, RIE Mysuru a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper workmen like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Principal, RIE Mysuru (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
 - If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - If the contractor commits breach of any of the terms and conditions of this contract.
 - If contractor commits any act mentioned in clause- (16)

- If contractor commits any fraud with the RIE, or any fraudulent motive is detected in his action.
 - If contractor demands undue charges not stipulated in this contract.
23. When the Contractor has made himself liable for action under clause- (24.5), the RIE Mysuru shall have powers:
- 23.1. To determine or rescind the contract as aforesaid (of which termination or rescission, notice in writing to the Contractor under the hand of the Principal RIE Mysuru shall be conclusive evidence) upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of RIE.
 - 23.1. To employ labour paid by the RIE and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Principal RIE Mysuru shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it has been carried out by the Contractor under the terms of the Contract. The certificate of the Principal, RIE Mysuru as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under the sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the RIE are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
 - 23.2. After giving notice to the Contractor to measure up the work of the Contract and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Principal, RIE Mysuru shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by RIE under this contract or on any other account whatsoever or from his security deposit as the case may be.
 - 23.3. In the event of any one or more of the courses of clause- (46) and/or clause (47) being adopted by RIE Mysuru the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Principal, RIE Mysuru has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.
 - 23.4. In any case in which any of the powers conferred upon the RIE Mysuru by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise hereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.

24. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

- 24.1. The Principal, RIE Mysuru may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.
- 24.2. The Principal, RIE Mysuru may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.
- 24.3. If at any time after the commencement of the work the Principal, RIE Mysuru shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Principal, RIE Mysuru shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

25. PAYMENTS

- 25.1. The Contractor shall submit the bills which should contains Bank a/c and IFSC code for electronic transfer of fund at office of concerned the Principal, RIE Mysuru for the executed work complete in all respects by the Principal, RIE, Mysuru in charge of the section. The bills will be submitted in DUPLICATE and in the manner and form that may be prescribed by the Principal, RIE Mysuru. Payments will be made only by account payee Cheque or NEFT after receiving the pre-receipt from the contractor.
- 25.2. **Income Tax and such other Taxes applicable** from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill.
- 25.3. The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made fully after the Principal, RIE Mysuru is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account. Unless there are specific reasons.
- 25.4. **The contractor shall not be justified in abandoning the contract because the RIE has delayed making payment(s) in respect of other work being done for the RIE by the Contractor.**

26. DISPUTES AND ARBITRATION

- 27.1. In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which in specifically provided under this agreement) the same shall be referred to sole arbitration of the Principal, RIE or in case his designation is changed or its office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of Principal, RIE or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the Principal, RIE or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Principal, RIE or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a RIE employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as RIE employee he has expressed views on all or any of the matter under dispute. The award of the

arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such the Principal, RIE or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the office of the Principal, RIE or such other places as the arbitrator may decide.

- 27.2. According to Article 119, Limitation Act, 1963, (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the „date of service of the notice of the filing of the award“. The expression “date of notice” means not only a formal intimation but also an informal one. The notice can be given orally also. When a signed copy of the award is given to the party and his signature taken as a token of such receipt, this shall amount to a notice and the time for filing an application under Article 119 (a), Limitation Act, 1963 would run from that date.

SECTION-VII

REGIONAL INSTITUTE OF EDUCATION, MYSURU – 570006
(A Constituent Unit of National Council of Educational Research & Training, New Delhi)

*(To be put in a separate sealed cover marked **EARNEST MONEY DEPOSIT**)*

Details of Earnest Money Deposit

Name of Bank :
Branch :
Address :

Bank Draft No. /Bank guarantee no. :
Dated :
Amount :

**Name & Signature of the Contractor
With Seal of the Agency/Company**

Dated:

SECTION-VIII

JOB SPECIFICATION & JOB DESCRIPTION

JOB SPECIFICATION:-

Outsourcing of Skilled, High Skilled, House Keeping & Unskilled Manpower are:

Age Limit: the employee's age should be from 21yrs to 60yrs.

1. **Skilled /Clerical services:** The clerical manpower should be graduate from a recognized University/ Institute with knowledge of typing & basic computer knowledge.
2. **High Skilled/Clerical services:** The clerical manpower should be graduate and above, from a recognized University & should produce Experience Certificate & one should have Computer Knowledge.
3. **The House Keeping manpower** should be able to read & write Kannada and also be able to read addresses & names in English. The qualification of the Housekeeping manpower should be minimum VIII th Pass.
4. **The unskilled manpower** should be able to read & write Kannada and also be able to read addresses & names in English. The qualification of the unskilled manpower who are working in the Office in a post of MTS should pass the Xth, and who are working in Garden should be minimum VIII th Pass with knowledge of agriculture.

Uniform and Identity Card

1. The contractor should supply **2 pairs of uniforms for MTS and Housekeeping Staffs (for Female Saree and for male Trousers & Shirt)**, the Institute shall not allow any employee of the contractor to work inside the Institute without the uniform except in cases wherein specifically asked for. If during the period of contract the uniforms are torn out, it shall be the responsibility of the contractor to supply another uniform to the persons and he should ensure that the persons wear them while they are on duty in the Institute.
2. The Contractor should issue the **identity card** for each employee attested by the Section officer C&W of the Institute.

SECTION-IX

SCHEDULE OF REQUIREMENTS

Sl No	Position	Qualification	Requirement of Manpower (Tentative) – RIE Mysuru	Requirement of Manpower (Tentative) – RCPD, Bangalore	Total
1	Skilled Labourers	According to Section VII	24	04	28
2	Highly Skilled labourers	According to Section VII	02	-	02
3	House Keeping	According to Section VII	24	03	27
4	Unskilled labour	According to Section VII	25	01	26

SECTION-X

FORM-C

CONTRACT AGREEMENT

This Agreement is made on this.....between the Principal, Regional Institute of Education, Mysuru (hereinafter referred to as the Institute) and M/s (herein after referred to as the contractor).

AND WHEREAS the Client desires that the Human Resource & House Keeping Service (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor and wishes to appoint the Contractor for carrying out such services.

AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions stipulated in the Tender Documents for providing Human Resource & House Keeping Service in the Client’s premises, failing which the Contract is liable to be terminated at any time without assigning any reason by the client.

The Parties here to agree to abide by the following terms and conditions for providing nos. of Human Resource & House Keeping Service for manning gates and property of the RIEM & RCPD, Bangalore.

1. The Contract for Human Resource & House Keeping Service shall be made for a period of one year w.e.f.....subject to satisfactory performance of the personnel in providing Human Resource & House Keeping Services as per following terms and condition to the Institute.
2. The Contract may be extended for a further period as determined by the Principal, RIE, Mysuru subject to his satisfaction and discretion.
3. The Contract can be terminated by either party by giving 30 days’ notice during the contract period or after the expiry of the extended contract. The Contractor shall not be entitled to any notice during the extended contract period. During the period of notice or extended contract period and till the appointment of another Agency, the Contractor would continue to discharges its duties and obligations.
4. The personnel deployed shall be civilian and maintain regular record of all the personnel with the C & W Section in the Institute.
5. The Contractor shall make adequate arrangements for deployment of Human Resource & House Keeping personnel in shifts of 8 hours each and ensure utmost efficiency in the services. The contractor shall not engage any personnel for more than 8 hrs. Per day. After every six months the Human Resource & House Keeping personnel shall be replaced by fresh set of personnel so as to prevent unhealthy familiarity with staff, which may come in the way of efficient discharge of duties.
6. None of the employee of the Contractor shall enter into any kind of private work at the different campuses of the Institute.
7. AND WHEREAS the Client desires that the Human Resource & House Keeping Service (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor and wishes to appoint the Contractor carrying out such services.

8. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors/parties for the Human Resource & House Keeping Service of its premises in case the Contractor fails to follow the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
9. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
10. AND WHEREAS the Contractor has fully read, understood, abide by all the terms and conditions as stipulated in the Tender Documents for Providing Human Resource & House Keeping Service in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reason by the client.
11. The parties hereto agree to abide by the following terms & conditions and also terms & conditions as contained in the tender document for providing totally ...Nos. of Human Resource & ...Nos. House Keeping Personnel to RIE, Mysuru and ... Nos of Human Resource & ...Nos House Keeping Personnel to Regional Center Publication Division, NCERT, #108, 100 Feet, Hosakere Hallil Extension, Banashankari 3rd Stage, Bangalore-560085 Ph: 26725740 Fax: 080-26729828.
12. The Contractor shall take day-to-day instructions from the Section Officer C & W or any other officer so designated by the Principal, RIEM and scrupulously follows the instruction and abides by them.
13. If the contractor fails to implement the schedule of service to the satisfaction of the Institute on any day, the Contractor shall be penalized by fine of Rs.1000/- per day, which shall be deducted from the monthly bills of the agency.
14. The Contractor shall provide proper uniforms to House Keeping Personnel, MTS, Gardener, Plumbing Helper, Service Boy etc. They shall wear neat and tidy uniforms while on duty. The Human Resource & House Keeping Personnel should be provided with the Name Badge, Identity Card. The Institute have no liability whatsoever on this account.
15. The contractor shall is bound to remove any of the deployed person(s) and replace by another person(s) as and when ordered to do so by the designated officer of the Institute.
16. The Contractor shall not file any affidavit with municipal authority or court in case of any challenge/dispute, without prior intimation/approval of the Institute.
17. The contractor shall submit an affidavit on non-judicial stamp paper duly attested by Notary stating that the payment of ESI, Group insurance; Provident Fund and other benefits have been deposited for each employed person with the concerned authorities. Contractor shall be responsible for making compensation/payments for claims of PF/ESI to be made the Human Resource & House Keeping personnel. The Institute shall not be responsible of any of the above statutory deductions.

18. The service tax as levied by Govt. of India to the contractor will be reimbursed on submission of the remittance challan. The monthly payment shall be made to the Contractor on production of satisfactory performance report of security duty along with the attendance verified by officer in charge.
19. The earnest money deposited shall be forfeited in case the Contractor fails to execute a formal contract agreement to commence the work by deploying required personnel by the date specified in the letter of award.
20. The Contractor should execute the agreement (on a non-judicial stamp paper of Rs.1000/-) within 7 days from the date of issue of letter for award.
21. The Institute shall not be responsible for any injury or loss of life occurring (during the performance of Human Resource & House Keeping Service in the premises mentioned above) to any person deployed by the Contractor. Any compensation or expenditure towards treatment for such injury or loss of life or otherwise shall be borne by the Contractor and will be the sole responsibility of the contractor.
22. Contractor shall abide by all laws of the land including, labour laws, Companies Act. Tax deduction liabilities, GST, Welfare Measures of its employees and all other obligations that enjoin in such cases and are not enumerated and define herein, though any such onus shall be inclusive responsibility of the Company, and it shall not involve the Institute in any way whatsoever.
23. The rates mutually agreed to by the parties will remain the same throughout the period contract. However, in the event of any enhancements in the minimum wages by Government or any other appropriate authority, the rates may be accordingly revised or varied to cover the increased costs to the Contractor arising on account of the said increase in the minimum wages, this shall be determined by the Principal, RIEM and which shall be final and binding on the post of Contractor.
24. The Institute shall pay, per Human Resource & House Keeping Personnel, wages, EPF and ESI as per the rate prescribed by the Government of India and administrative charges shall be paid as quoted by the contractor. The number of Human Resource & House Keeping Personnel can be increased or decreased as per requirement of the Institute. Whenever, there are any increases in the wages, only variable Dearness Allowance (V.D.A.) announced by the Government of India under the Minimum Wages Act and the GST will applicable to RCPD, Bangalore & GST will not applicable Housekeeping, unskilled so the Contractor shall be not claimed in the monthly bills paid by the Institute & GST applicable to Skilled and Highly skilled so the Contractor shall be claimed in the monthly bills paid by the Institute.
25. The contractor shall abide by all laws of the land including, labours, laws, companies act, tax deduction liabilities, GST, welfare measures of its employees and all other obligations that are obligatory in such cases and are not essentially enumerated and defined herein. The Institute shall not have any liability towards non-compliance of any of the laws by the Contractor, which are applicable in this regard.

AND WHEREAS the Client and the Contractor have agreed on the following points:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meaning as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) The Letter of Acceptance (LOA) submitted by the contractor.
 - (b) Notice to Proceed (NTP) issued by the Client.
 - (c) The Complete Bid as Submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this contract Agreement till date (i.e Performance Bank Guarantee)
 - (f) Charges-Schedule annexed to this Article of Agreement.
 - (g) Supplementary Agreements executed from time to time.

3. Any change/modification/amendment required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreement shall be binding on both parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

26. (As in the other agreement deed).

27. A separate agreement deed is executed on Non Judicial stamp paper with of Rs.1000/- in request of labourer's period for Human Resource & House Keeping Service.

28. IN WITNESS WHEREOF the parties herein to set their respective hands on execution of this agreement on the day, Month and year indicated above.

Name & Signature of Contractor

Name & Signature on behalf of RIEM

WITNESS

WITNESS

1.

1.

2.

2.

SECTION-XI
FORM-D

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 Regional Institute of Education having its office at Manasagangothri, Mysuru(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 security services (“**Security 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 Mysuru for an amount as mentioned in Section 4, Page 12 Para 19 (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*] (herein 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:-

1. 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.

2. 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).
3. 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.
4. 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.
5. 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 affected.
6. 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 Mysuru 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.
7. All capitalized words used but not defined herein shall have the meanings assigned to them Under the Contract.
8. 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.
9. 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.
10. 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.
11. 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

SECTION-XII

CHECK LIST ON PREPARATION OF BIDS

SL.N o	Particulars	YES/NO
1.	Have you filled in and signed the Contract Details Form?	
2.	Have you read and understood various conditions of the contract and shall abide by them?	
TECHNICAL BID		
3.	Have you enclosed the EMD of Rs.4,00,000/- in the Technical Bid?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
4.1	Have you checked the Notice Inviting Tender?	
4.2	Have you Checked the Technical Bid form?	
4.3	Have you enclosed Bidder's profile & Certificate?	
4.4	Have you enclosed Bidder's declaration & Certificates?	
4.5	Have you read instruction to bidder?	
4.6	Have you read General Conditions of Contract?	
4.7	Have you read Job specification & Job description?	
4.8	Have you read schedule of requirements?	
4.9	Have you enclosed forms 'C' Contract agreement with duly sealed & signed?	
4.10	Have you read form 'D' performance Bank guarantee?	
5.	Have you attached proof of having met the following minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you attached attested Certificate issued by the RIE Mysuru	
5.2	Financial Capacity: Have you attached Audited Balance Sheet?	
5.3	Registration with Government Bodies like ESIC, EPF, and Labour Laws: Have you attached a Registration copy of each of the certificate?	
5.4	Have you attached copy of License issued by Government?	
5.5	Experience: Have you attached the attested experience certificates issued by the Organization/ Government Department of One years?	
5.6	Human Resource & House Keeping services: have you attached proof of Human Resource & House Keeping Services?	
5.7	Declaration regarding block listing and debarring for taking part in tender	
5.8	Declaration regarding Non-Penalize/punish for taking part in tender	
5.9	Declaration regarding non pending criminal case for taking part in tender.	
6.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7.	Have you packed the Technical Bid as per the requirements of the Tender?	
8.	Have you attached the Income tax certificate for past 3 years which is certified from an authorised Chartered Account?	
FINANCIAL BID		
9.	Have you duly filled the financial Bid proposal on BOQ format	
10.	Have you quoted the service charges in percentage as stated in the annexure Part- III section XIII(BOQ format)	

PART-III
SECTION-XIII
FINANCIAL BID FORM

TENDER DOCUMENT FOR PROVIDING HUMAN RESOURCE, UNSKILLED & HOUSE KEEPING SERVICE IN RIE, MYSURU & RCPD, BANGALORE

1. Name of the Firm/Agency (Full address with Tel. No.)
2. Rate of wages quoted per Human Resources for RIE Mysuru
 - Unskilled & House Keeping Personnel
 - Skilled & Highly skilled
3. Rate of wages quoted per Personnel for RCPD Bengaluru
 - House Keeping Personnel
 - Skilled Labourer

RIE, MYSURU has worked out and fixed the rate for personnel's to be deployed for Human Resources, Unskilled & House Keeping services which the Agency is required to pay on a daily basis to each of the personnel's deployed in RIE, MYSURU & RCPD, Bengaluru during the contract period. The Agency is required to submit a price bid in the following BOQ Format only:-

Description	Percentage on approved total wages has to be mentioned below
Percentage of Service Charges/Administrative Charges for both RIE Mysuru & RCPD Bangalore for providing the above service	Quoted in BoQ only

The above percentage is in addition to the approved rates of wages and Variable Dearness Allowance (VDA) per day and employers mandatory contribution towards EPF & ESI.

Dated:
Name & Signature of the

Contractor/Bidder
Or Authorized Signatory with
Seal of the firm/Agency