

**Prarambh - State Level School for Teacher Education  
Model School Campus, Jhajjar-Bahadurgarh Road  
Jhajjar, Haryana- 124104**

F.No. 1-19/2014/Prarambh/Estt. (Outsourcing of HR)/23, dated 15<sup>th</sup> January, 2014

Prarambh-State Level School for Teacher Education, Jhajjar, Haryana invites sealed bids under two-bid system from registered and authorized firms/companies for providing Human Resource Services for its office and hostel buildings located at Jhajjar (Haryana). The detailed advertisement can be downloaded from website <http://www.schooleducationharyana.gov.in/Tenders>. The bid is to be submitted to Principal, Prarambh latest by 11.00 am on 21/2/2014. In case of any change, the same will be notified only on the above mentioned website.

Dated 15<sup>th</sup> January, 2014

**Prarambh- State Level School for Teacher Education, Model School  
Campus,Jhajjar - Bahadurgarh Road, Jhajjar, Haryana-124104**

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## TENDER NOTICE

For providing Human Resource Services to **Prarambh-State Level School for Teacher Education, Jhajjar, Haryana (henceforth called as Prarambh)** by Private Agencies

|  |   |
|--|---|
| Date of issue of Tender Document   | 15 <sup>th</sup> January, 2014  |
| Last Date & time for submission of Tender Document                       | Up to 11:00 am on 21.2.2014   |
| Date & time for opening of Technical Bid                                 | At 1:00 pm on 21.2.2014   |
| Tentative date & time for opening of Financial Bid of eligible Tenderers | At 1:00 pm on 28.2.2014   |
| EMD  | <b>Rs.25,000 (Rupees twenty five thousand)</b> in the form of crossed Demand Draft/Bank Guarentee in favour of <b>Principal Prarambh-State Level School for Teacher Education, Jhajjar, Haryana</b> , payable at Jhajjar. |
| Cost of Tender Document  | Rs. 500/- (Rupees Five hundred only)  |
| Validity of Bid  | 180 days  |
| Total Number of pages of Tender Document                                 | 52  |
| Address and Venue of submission of bids                                  | <b>Principal ,Prarambh-State Level School for Teacher Education, Model school Campus, Jhajjar -Bahadurgarh Road, Jhajjar, Haryana-124104</b>  |

Dated 15<sup>th</sup> January, 2014

**Prarambh- State Level School for Teacher Education, Model School  
Campus, Jhajjar - Bahadurgarh Road, Jhajjar, Haryana-124104**

**Section-1**

**NOTICE INVITING TENDER**

**Prarambh-State Level School for Teacher Education, Jhajjar, Haryana (henceforth called as Prarambh)** invites sealed bids under two bid system from registered and authorized firms/companies for providing Human Resource Services for its office and hostel buildings located at Jhajjar (Haryana)

Sealed bidding documents (Technical Bid and Financial Bid alongwith EMD) duly filled in as per the instructions of the Tender Document should be addressed to the **Principal Prarambh-State Level School for Teacher Education, Jhajjar, Haryana** and must reach latest by 11:00 am on 21.02.2014. The tender documents is to be downloaded from the website <http://www.schooleducationharyana.gov.in/Tenders>. Bidders should furnish the tender cost of Rs.500/- through Bank Draft/Pay Order in favour of **Prarambh-State Level School for Teacher Education, Jhajjar, Haryana payable at Jhajjar**, alongwith the Bidding Documents and EMD

The Technical Bids shall be opened at 1:00 pm on 21.2.2014, by the designated Committee, in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The financial bids of the technically qualified bidders will be opened at 1:00 pm on 28.02.2014.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the **Prarambh-State Level School for Teacher Education, Jhajjar, Haryana** shall be final and binding.

## Section-2

### TECHNICAL PROPOSAL SUBMISSION FORM

Date:

#### LETTER OF BID

To

**Principal Prarambh  
State Level School for Teacher Education,  
Jhajjar, Haryana**

Ref: Invitation for Bid against TENDER NO. \_\_\_\_\_ Date \_\_\_\_\_

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute in conformity with the Bidding Documents for providing human resource services for Prarambh-State Level School for Teacher Education, Jhajjar, Haryana (henceforth called as Prarambh)
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of Haryana or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

*(To be printed on Bidder's letterhead)*

### Section-3

#### INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS
  - 1.1 For the Bidding / Tender Document Purposes, **Principal Prarambh** shall be referred to as **Client** and the Bidder/ Successful Bidder shall be referred to as **Contractor** and or Bidder or interchangeably.
  - 1.2 The sealed bidding documents should be delivered in the O/o **Principal Prarambh-State Level School for Teacher Education, Jhajjar, Haryana** within the stipulated date and time.
  - 1.3 The tender documents is to be downloaded from the website <http://www.schooleducationharyana.gov.in/Tenders>. Bidders should furnish the tender cost of Rs.500/- through Bank Draft/Pay Order in favour of **Principal Prarambh-State Level School for Teacher Education, Jhajjar, Haryana payable at Jhajjar**, alongwith the Bidding Documents and EMD.
  - 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
  - 1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/her/their having acquainted himself/herself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.**
  - 1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
  - 1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
  - 1.8 The Bidding Company should only be a Limited / Private Limited Company, registered under the Companies Act, 1956. Bidding in the form of Proprietorship Company / JV Consortium is not permitted.
  - 1.9 The parties to the Bid shall be the **Bidders** (to whom the work has been awarded) and **Principal Prarambh-State Level School for Teacher Education, Jhajjar, Haryana**.
  - 1.10 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change

of address by a separate letter sent by registered post with acknowledgement due to the **Principal Prarambh**. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

- 1.11 The requirements of human resource is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

## 2. **MINIMUM ELIGIBILITY CRITERIA**

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

a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/consortium, Proprietorship, Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.

b. **Registration:** The Bidder should be registered with the Income Tax, service tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation.

c. **Clearance:** The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.

d. **Experience:** The Bidder should have experience in the similar field of providing human resource/ facility management in the Government Departments/ Public Sector (Central or State) for the last five consecutive years. In case no bidder has provided government experience/ public sector experience, then the bidders with experience in reputed organizations may be considered by the competent authority of the Client.

### 2.1 **Documents supporting the Minimum Eligibility Criteria**

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copies of PAN, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copies of Clearance Certificate (Last three years returns) from Sales/Service Tax Department, Income Tax Department shall be acceptable.

- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of experience certificates for completed work/ ongoing work issued by the Government Departments/ PSUs shall be acceptable. The bidder has to submit the relevant work experience certificates to the tune of 03 works of each 30% of estimated value, 02 works of each of 50% of the estimated value and 01 work of 70% value of the estimated value in last 5 years.
- (v) Attested copy of the audited balance sheets for the completed three financial year i.e. for, 2010-11, 2011-12 and 2012-13. (However, in support of 2012-13, an attested and signed copy of provisional balance sheet shall be acceptable).
- (vi) Attested copy of human resource wages roll and EPFO Challan in support of available human resource (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.

### 3. **EARNEST MONEY DEPOSIT:**

- 3.1 This bids should be accompanied by an Earnest Money Deposit of **Rs.25,000/-** (Rupees twenty five thousand only) in the form of Demand Draft/BG of any nationalized bank. The validity of the Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of Principal **Prarambh-State Level School for Teacher Education, Jhajjar, Haryana** .
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 **The bid security may be forfeited:**
  - (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - (ii) In case of successful bidder, if the bidder
    - (a) Fails to sign the contract in accordance with the terms of the tender document
    - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
    - (c) Fails or refuses to honor his/her/their own quoted prices for the services or part thereof.



- (iii) Irrespective of the above, if any of the information, details, documents, etc are found to be incorrect/fayed/fabricated, the **Principal Prarambh-State Level School for Teacher Education, Jhajjar, Haryana** shall be entitled to forfeit the earnest money.

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

- 4.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension of bids without any modifications and without giving any reasons thereof.

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

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

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

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead (Section-1).
- b. Signed and Stamped on each page of the tender document.
- c. Contact Details Form, duly filled and signed.
- d. Financial Capacity form  filled in signed and stamped.
- e. Earnest Money Deposit of Rs.**25,000/-**
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 (para 2 and 2.1above).

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

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

## 6. SUBMISSION OF BIDS

- 6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed.
- 6.2 The Bid shall be submitted not later than 11:00 am on 21.02.2014 & addressed to **Principal Prarambh-State Level School for Teacher Education, Jhajjar, Haryana**
- 6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
- 6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the **Principal Prarambh-State Level School for Teacher Education, Jhajjar, Haryana** reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 6.5 **Late Bids:** Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

## 7. BID OPENING PROCEDURE

- 7.1 The Technical Bids shall be opened in the Room of **Principal Prarambh-State Level School for Teacher Education, Jhajjar, Haryana** at 1:00 pm on 21.2.2014 by the Committee authorized by the competent authority in the presence of such bidders who may wish to be present or their representatives.
- 7.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.

- 7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.
- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.
- 7.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

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

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

**9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)**

- 9.1 The Client shall follow two bid system where the technical bid and financial bid shall be evaluated separately.
- 9.2 The tendering evaluation shall be done on weightage with 70% to Technical Evaluation and 30% to financial evaluation.
  - 9.2.1 The technical bid evaluation shall be done based on the following criteria:
  - 9.2.2 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

|                                   |              |
|-----------------------------------|--------------|
| (i) Number of years in Operations | Max 25 Marks |
| (a) Less than 5 years             | 05 Marks     |
| (b) 5-10 years                    | 15 Marks     |

|   |               |
|---|---------------|
| (c) 10-15 years                                       | 25 Marks      |
| (ii) Turnover (Last Financial Year in Rs)             | Max. 25 Marks |
| (a) Less than 50 lakhs                                | 02 marks      |
| (b) 50 lakhs-100 lakhs                                | 10 Marks      |
| (c) 1-5 crores  | 15 Marks      |
| (d) 5 crores and above                                | 25 Marks      |
| (iii) Number of Personnel on roll                     | Max. 25 Marks |
| (a) Less than 500                                     | 02 Marks      |
| (b) 500-1000  | 05 Marks      |
| (c) 1000-5000   | 10 Marks      |
| (d) 5000 and above                                    | 25 Marks      |
| (iv) Quality Related Marks                            | Max. 25 Marks |
| (a) ISO: 9001:2008 ( upto 3 years)                    | 02 Marks      |
| (b) ISO: 9001:2008 (more than 3 years)                | 10 Marks      |
| (c) SA 8000   | 05 Marks      |
| (d) OHSAS 18001                                       | 05 Marks      |
| (e) Any other International Accreditation Certificate | 05 Marks      |

9.2.3 A Bidder should secure mandatorily a minimum of 70% marks (i.e. 70 marks out of total 100 marks as per para 9.2.2) in Technical Evaluation in order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.

9.2.4 The total marks obtained by a Bidder in the technical bid (as per 9.2.2) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

*Illustration 1 (for Technical Weightage)*

*If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 9.2.2, his technical evaluation value shall be:56 i.e. {80 x 70%}*

9.2.5 The Bidder shall be required to produce attested copies of the relevant documents in support of 9.2.2 in addition to the documentary evidences of para 2.1 for being considered during technical evaluation.

9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of para 9. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

- (i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.
- (iii) Documents in proof of meeting the minimum eligibility criteria.

- (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.
- 9.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the financial Bid opening in written communication.
- 10. FINANCIAL BID OPENING PROCEDURE**
- 10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.
- 10.3 Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.
- 10.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 10.5 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- 10.6 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in para 11.

**11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER**

The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.

- 11.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 30 marks (i.e. 30% x 100) and his total scores of the bid shall be as per Illustration 2 below:

*Illustration 2*

*If the Bidder at Illustration 1 is L-1 Bidder and quoted Rs.100/- for being L-1, then his total value shall be 86 i.e. (56 Technical Value + 30 Financial Value)*

- 11.3 The financial scores of the other bidders (i.e. L-2, L-3 and so on) shall be computed as under and as explained at Illustration 3 below:

30 x Lowest Value (L-1 Price) / Quoted Value (L-2 OR L3..)

*Illustration 3*

*If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L-2 shall be computed as under*

*30 x 100 (lowest prices-L1) / 125 (quoted prices – L2) = 24 (financial score)*

*Therefore L-2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value)*

- 11.4 The Bidders ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.
- 11.5 The Bidder meeting the minimum eligibility criteria and with the highest marks/rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible L-1 Bidder for further process.
- 11.6 If there is any discrepancy between words and figures, the amount in words shall prevail.

**12. RIGHT OF ACCEPTANCE:**

- 12.1 **Principal Prarambh** reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the **PRARAMBH** in this regard shall be final and binding.
- 12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 12.3 The competent authority of the **PRARAMBH** reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.
- 12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the **PRARAMBH** reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 12.5 **PRARAMBH** may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertaking etc.

**13. NOTIFICATION OF AWARD BY ISSUANCE OF ‘LETTER OF ACCEPTANCE’**

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

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

- 14.1 The Earnest Money Deposit of the unsuccessful bidders in the *Technical Bid evaluation stage* shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.
- 14.2 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within seven (07) days, on award of contract to the Successful bidder.
- 14.3 The Earnest money deposit of all the bidders shall be returned along with their un-opened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

## Section-4

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. DEFINITIONS

##### General

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

□Agreement□The word □Agreement□and □Contract□has been used interchangeably.

Party The word □party□means the Successful Bidder to whom the work of providing human resource services has been awarded and the Client is □**Principal Prarambh**□

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

Notice to Proceed Shall mean the date at which the human resource services are to be provided in Client's premises

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

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

Termination Shall mean the notice of Termination given by either Party to the other Party

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

#### 1.2 CONFIDENTIALITY

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

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



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

2.1 The successful bidder within fifteen days of the acceptance of the Letter of Acceptance (LoA) shall execute a Performance Bank Guarantee in the form of a Demand Draft/ Bank Guarantee of any nationalized bank, a sum equivalent to 10 % of the accepted contract value in favour of **Principal Prarambh-State Level School for Teacher Education, Jhajjar, Haryana**

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

a) If the contractor is called upon by the competent authority of the PRARAMBH to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and PRARAMBH shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

## 3. **NOTICE TO PROCEED**

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

## 4. **SIGNING OF CONTRACT AGREEMENT**

4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

**5. SERVICES REQUIRED BY THE CLIENT**

- 5.1 The Contractor shall be providing human resource services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 5.3 The Contractor shall provide human resource services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

**6. COMMENCEMENT OF SERVICES**

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

- 6.1 Submission of Performance Bank Guarantee in accordance with Clause 2 (Section-4) .
- 6.2 The Contractor shall commence human resource services in Client's premises within 30 days from the date of receipt of Notice to Proceed as set out in Clause 3 (Section 4) .

**7. CONTRACTOR'S OBLIGATIONS**

- 7.1 The Contractor shall provide human resource services at Client's premises as per Schedule of Work / Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.2 The Contractor shall provide human resource services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only, the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
- 7.3 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.
- 7.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

- 7.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the Client, emergencies, exempted.
- 7.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Human resource Services in accordance with Schedule of Requirements.
- 7.8 The Contractor shall issue identity cards/ identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 7.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.
- 7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.
- 7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 7.16 The Contractor shall not employ any person below the age of 18 years old. Human resource so engaged shall be trained for providing services.

## 7.17 Contractor's Personnel

- 7.17.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 7.17.2 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel
- 7.17.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

## 8. CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the human resource services to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
  - 8.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
  - 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of human resource Services to the Client.
- 8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

## 9. CLIENT'S OBLIGATIONS

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

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

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

## 10. **VALIDITY OF CONTRACT**

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

## 11. **PAYMENTS**

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the human resource services.
- 11.2 The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 11.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
- 11.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.
- 11.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the *Price Schedule*.

- 11.7 All payments shall be made in Indian Currency by means of an Account Payee Cheque.
- 11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## 12. **FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

12.1. Force Majeure shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

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

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

### 13. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 13.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
  - 13.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.
  - 13.2.2 the Contractor does not provide human resource services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
  - 13.2.3 the Contractor goes bankrupt and becomes insolvent.

### 14. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

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

### 15. INSOLVENCY

- 15.1 The competent authority of the **Prarambh-State Level School for Teacher Education, Jhajjar, Haryana** may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him 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 his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the

debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

16. **CURRENCIES OF BID AND PAYMENTS**

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

17. **GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

17.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the **Principal Secretary, School Education Department, Govt of Haryana** in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. **The venue for the Arbitration will be Jhajjar and the decision of the arbitrator shall be final and binding on the parties.**

17.2 Jurisdiction of Court : This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in **Jhajjar**.



## **Section-5**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. The special conditions of Contract shall supplement the □Instructions to the Bidders□ as contained in Section 3 and General Conditions of the Contract (GCC) as contained in Section 4.

2. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all loses/ penalties/ awards/ decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. **LABOUR LAW COMPLIANCES**

- 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

(a) All wages allied benefits such as leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.

(b) It is mandatory that the employees must be paid through bank/cheques only.

- 3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.
- 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

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

3.5 The Contractor shall submit periodical returns as may be specified from time to time.

4. **OFFICIAL RECORDS:**

4.1 The Contractor shall maintain complete official records of disbursement of wages /salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in Client's office.

4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC /EPFO Commissioners.

4.4 Each monthly bill must accompany the:

(a) List of employees with their date of engagement

(b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)

(c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC

(d) Declaration of the Contractor regarding compliance of clause 8.3 Amount of EPF/ ESIC

4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

## **Section-6**

### **SCHEDULE OF WORKS/ REQUIREMENTS**

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

#### **1. GENERAL INSTRUCTIONS**

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

#### **2. SUPERVISION**

- 2.1 The Contractor shall depute one full time Supervisor in Client's office, who shall ensure that all the duties as may be assigned differently by the Client to

various categories of human resource are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.

- 2.2 The Contractor's Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.
- 2.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the human resource are fulfilled through Contractor or its Supervisor.
- 2.4 The Contractor shall ensure that the Supervisor is not below the level of Executive-HR who is well versant with all HR related requirements and who should be prompt enough to initiate all required action.

### 3. **DEPLOYMENT AND TENTATIVE REQUIREMENTS OF HUMAN RESOURCE & HOUSEKEEPING**

- 3.1 The Client intends to outsource human resource & housekeeping for deployment in different categories such as Skilled, Semi-Skilled, unskilled as per the norms of the Government.
- 3.2 The human resource appointed in different categories shall be deployed by the Client for the work of Peon, Chowkidar, Safaiwala, Malis (Un Skilled), Cooks (Skilled/Semi-Skilled) and any other category as deemed fit by the Client as per the provisions of para 3.1 above.
- 3.3 The personnel who are appointed as Safaiwala shall be provided all cleaning material for cleaning purposes by the Client.
- 3.4 The **Deputy Commissioner Jhajjar /Principal Prarambh-State Level School for Teacher Education, Jhajjar, Haryana** has fixed rates for each of the category of personnel . In case of any new requirement, human resource for the same will have to be proceeded by the Contractor. Payment for such human resource will be at the rate fixed by the **Deputy Commissioner Jhajjar/Principal Prarambh-State Level School for Teacher Education, Jhajjar, Haryana**.
- 3.5 The estimated value of Contract is likely to be in excess of Rs.10 lakhs (Rupees ten lakhs only) for a period of one year. However, no guarantee can be given to the actual quantity and the requirements may vary at the sole discretion of the competent authority of **Prarambh, Jhajjar, Haryana**.

### 4. **PENALTIES**

- 4.1 The Contractor shall disburse salary to its deployed human resource inclusive of DA, if any, latest by 5<sup>th</sup> of every month, failing which penalty of Rs.1000/- per day will be imposed upto 15th of the month and the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Client will have the power to appoint any

other agency for the human resource services at the risk and cost of the Contractor.

- 4.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.
- 4.3 The Contractor has to maintain adequate number of human resource as per this contract and also arrange a pool of standby human resource / supervisor. If the required number of workers / supervisors / managers are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).
- 4.4 In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 4.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring human resource services in the event of Contractor failing to provide requisitioned number of human resource, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

## 5. SCOPE OF WORK-CONTRACTOR

- 5.1 Vendor must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 5.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed human resource at Client's office. The Contractor should also ensure that EPF statements to the deployed human resource are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 5.3 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as

- permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 5.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
  - 5.5 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
  - 5.6 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
  - 5.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.
  - 5.8 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
  - 5.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
  - 5.10 The payments to its employees shall be disbursed by the Contractor in the presence of the representative of Client who shall sign the payment register in token of having disbursed the salary in his presence by Contractor.

## 6. SCOPE OF WORK – FOR SERVICES

- 6.1 Contractor's personnel shall be deployed at **Prarambh, Jhajjar, Haryana or any other organization under the School Education Department of the Govt of Haryana, as desired by the client.**
- 6.2 The unskilled employees (MTS) of Contractor are liable to be deployed as MTS in different Sections/ Wings of the Client's premises. While working as MTS, the Contractor's personnel are liable to perform duties which are related to movement of dak/file, cleaning /dusting of concerned Section, photocopy etc. or any other job as may be assigned by the Client.

- 6.2 Further, unskilled personnel (Safaiwala) of the Contractor as per the tendered requirements are also liable to be deployed as Safaiwala at **Prarambh** for cleaning / sweeping purposes. It shall be the Client's responsibility to provide all cleaning material to such staff.
- 6.3 Unskilled personnel (Service Boy) are also liable to be deployed as Service Boy in the **Hostel of Prarambh at Jhajjar**. While working as Service Boy, they are liable to perform all jobs of a room-boy/service boy and work as per the terms and conditions of **Prarambh**.
- 6.4 Semi-Skilled / Skilled personnel (Cooks) of the Contractor are liable to be deployed as Cook in the Canteen / Hostel of Client premises. While working as Cook, they are required to adhere to the cooking standards as per the requirements of Client.
- 6.5 Clerical and Non Technical Supervisory personnel of Contractor are liable to be deployed in different sections of the Client, wherein they are required to be fully conversant with the desired job, as per the requirements of the Client.
- 6.6 While providing all the Services, Contractor shall ensure that all duties are performed invariably as per the desired standards of the Client, failing which it shall invoke penalty clauses of this Bidding Document.
- 6.7 The Contractor shall also ensure that for different services, only such smart, intelligent, experienced and with thorough academic qualifications are deployed in Client's premises who can cater to the requirements of Client's standards, failing which it shall be liable for Contractor to provide replacement immediately.

## 7. **CODE OF CONDUCT :**

The Contractor shall strictly observe that its personnel:

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

## **TELEPHONE HANDLING**

- The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the Client.

## **PATROLLING PROCEDURES**

- The Supervisor will keep taking round of the building/premises and keep a watch over the deployed staff.
- Patrolling should be done on an hourly basis and it should be ensured that strict cleanliness is maintained.
- The Supervisor will keep a watch on the activities of the deployed staff. If he finds anything unusual / untoward, a written report must be given to the Caretaker/Security Supervisor in the office of the Client.

## **FRISKING / CHECKING PROCEDURES**

- All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening.
- If anything untoward is found, it must be reported to Security Section.

## **NOTE FOR THE CLIENT**

- List of authorized signatories to be provided.



## Section-7

### TECHNICAL QUALIFICATION CRITERIA

1. The tendering human resource & housekeeping Agency must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid described in detail in Section D&E:
  - (a) The Agency should have PAN India presence with a minimum of 5 branch offices cross the country. Attested Copies of the registration certificate of branch offices shall be enclosed with the bid document.
  - (b) The Registered Office or the Branch Office of the Human Resource & Housekeeping Agency should be located either in Delhi / New Delhi or in any of the Satellite Towns of Delhi. An attested copy of the registration certificate of offices in Delhi/NCR shall be enclosed.
  - (c) The Human Resource & Housekeeping Agency must have a minimum of 5 years experience in supplying human resource & housekeeping to reputed private companies/ Public Sector Companies/Banks/Central and State Government Departments. Details of contracts relating to supplying of man power to Central Govt./Semi Govt PSUs/Bank/reputed private firms in last five years along with attested copies of the supply order shall be enclosed.
  - (d) The Human Resource & Housekeeping Agency should have had a minimum **annual turnover of Rs. fifty lakhs** during last three years. A copy of turnover statement duly certified by the C.A must be enclosed with the tender document.
  - (e) The Agency should have its own Bank Account. Certified copy of the account for the last three years issued by the Bank shall be enclosed.
  - (f) The Agency (not individual) should have a PAN number. Certified copy of the PAN card shall be attached with the Bid document.
  - (g) The Agency (not individual) should be registered with Service Tax departments. Certified copy of the registration shall be attached with the Bid document.
  - (h) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. Certified copies of the registration with EPF and ESIC shall be enclosed with the tender document.
  - (i) The Agency must be registered under Contract Labour (Regulation & Abolition) Act 1972. Registration & license No. of the agency must be submitted along with the documents.
  - (j) The Agency must have minimum 5 yrs of experience in providing Human Resource & House keeping.

- (k) The Agency must have **minimum annual turnover of Rs fifty lakhs** in the last 3 yrs.
- (l) The Agency must have 500 personnel on the roll for the last 3 yrs.
- (h) The Agency must be ISO: 9001:2008/SA 8000/OHSAS 18001 certified for the last 3 yrs.

## Section-8

### QUALIFICATION REQUIREMENTS FOR HUMAN RESOURCE & HOUSEKEEPING DEPLOYMENT

The qualifications and work experience required for personnel to be deployed by Agency is given below. The minimum rate notified by the Deputy Commissioner Jhajjar/ Principal Prarambh is to be paid by the agency, on a monthly basis, to each of the personnel. The number of personnel at each level is also indicated below. This is the tentative estimated requirement for the purpose of evaluation of this Bid. However, the actual requirement may vary and decrease or increase at different points of time based on functional requirements.

| S. No. | Name of the Post              | Number of the Post | Qualification  |
|--------|-------------------------------|--------------------|--|
| 1.     | Jr. Scale Stenographer        | 01                 | (i) Bachelor's Degree with 55% marks.<br><br>(ii) English Shorthand at a speed of 80 wpm and transcription speed of 15 wpm and mistakes should not exceed 8% and typing speed 30 wpm on computer.<br><br>(iii) Matric with Hindi/ Sanskrit or 10+2/BA with Hindi as one of the subject.<br><br>(iv) Proficiency in the use of ICT. |
| 2.     | Driver                        | 01                 | (i) Valid Driving Licence to drive a jeep/ car etc. which is atleast 5 years old.<br><br>(ii) Middle pass with Hindi   |
| 3.     | Data Entry Operator cum Clerk | 02                 | (i) Graduation with 55%<br><br>(ii) 1 year Diploma in Computer Applications.<br><br>(iii) Matric with Hindi/ Sanskrit or 10+2/BA with Hindi as one of the subject.<br><br>(iv) Proficiency in operation of Computer (Word Processing and Spread Sheets).<br><br>(vi) Typing speed in English of 30wpm on computer.                 |

|    |                              |    |   |
|----|------------------------------|----|---|
| 4. | Electrician / Plumber        | 01 | (i)ITI Certificate or equivalent in the trade of Electrician or Wireman/ Plumbing from a recognized institute.<br><br>(ii)Matric with Hindi/ Sanskrit or 10+2/ B.A./ M.A. with Hindi as one of the subject. |
| 5. | Peon/Sweeper/Mali/ Chowkidar | 08 | Middle pass with Hindi  |

## **Section-9**

### **CRITERIA FOR EVALUATION OF TENDER**

1. The evaluation of Technical bid will be done by considering the parameters listed in the technical bid form. Parameters at Sl No. 1 to 13 are essential in order to be eligible and only those Agency who meet the requirements and provide documentary proof of the same will be considered for evaluation against the other parameters which are indicated at Sl no 14 to 17.
2. After evaluation of Technical bids the Financial bids will be opened.

**Section-10**

**PROFORMA FOR TECHNICAL BID**

|    |  |  |
|----|--|--|
| 1  | Name of Agency   |  |
| 2  | Profile of the agency  |  |
| 3  | Name of proprietor/Director  |  |
| 4  | Full Address of Registered Office  |  |
|    | a. Telephone No.<br>b. Fax No.<br>c. E-mail Address  |  |
| 5  | Full Address of Operating/Branch Office  |  |
|    | a. Telephone No.<br>b. Fax No.<br>c. E-mail Address  |  |
| 6  | Banker of Agency with Full Address<br>(Attach certified copy of Account for the last three years issued by the Bank)<br>Telephone number of Banker |  |
| 7  | Registration No. of the Agency under the Companies Act (Attach attested copy of the Registration)  |  |
| 8  | Registration and Licence No. of the Agency under Contract Labour (Regulation and Abolition) Act, 1972 (Attach attested copy of the Registration)   |  |
| 9  | PAN No. of the Company (Attach attested copy of PAN card of the Agency)  |  |
| 10 | Service Tax Registration No. (Attach attested copy of the registration certificate)  |  |
| 11 | EPF Registration No. (Attach attested copy of the registration certificate)  |  |
| 12 | ESI Registration No. (Attach attested copy of the registration certificate)  |  |
| 13 | ISO: 9001:2008/SA 8000/OHSAS 18001 No. (Attach attested copy of any one of the certificate)  |  |

14. Financial turnover of the Agency for the last 3 Financial Years: (Copy of the IT return filed during last three financial years and Copy of the Turnover statement of last three years duly certified by Chartered Accountant to be attached).

| Financial Year | Amount (Rs. Lacs) | Remarks, if any |
|----------------|-------------------|-----------------|
| 2010-11        |                   |                 |
| 2011-12        |                   |                 |
| 2012-13        |                   |                 |

(Attach separate sheet if space provided is insufficient)

|     |  |  |
|-----|--|--|
| 15. | Offices of the Company/Firm/<br>Agency across the country Attested<br>copies of the registration certificate<br>of branch offices shall be enclosed) |  |
|-----|--|--|

16. Number of Employees on the rolls of the Agency (Proof thereof may be enclosed)

| Financial Year | Number of Employees (category-<br>wise break-up may be provided) |
|----------------|--|
| 2010-11        |  |
| 2011-12        |  |
| 2012-13        |  |

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

| Sl.<br>No. | Details of<br>client alongwith<br>address,<br>telephone and<br>FAX numbers | Amount<br>of Contract<br>(Rs. In<br>Lacs) | Duration of<br>Contract |    | Nature of Contract               |                            |
|------------|--|---|-------------------------|----|----------------------------------|----------------------------|
|            |  |   | From                    | To | Type of<br>man power<br>provided | No. of persons<br>deployed |
| 1          |  |   |                         |    |                                  |                            |
| 2          |  |   |                         |    |                                  |                            |
| 3          |  |   |                         |    |                                  |                            |
| 4          |  |   |                         |    |                                  |                            |
| 5          |  |   |                         |    |                                  |                            |

(If the space provided is insufficient, a separate sheet may be attached)

Signature of authorized person

Date:

Name:

Place:

Seal:

## DECLARATION

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

Signature of authorized person

Date:

Full Name:

Seal:

Place:



## Section-11

### PROFORMA FOR FINANCIAL BID

PRARAMBH has worked out and fixed the rate for personnel to be deployed against the various positions which the Agency is required to pay on a monthly basis to each of the personnel deployed in **Prarambh Jhajjar, Haryana** during the contract period. The Agency is required to submit a price bid in the following format only:-

| Description                           | Rate* |
|---------------------------------------|-------|
| ESI                                   |       |
| EPF                                   |       |
| EDLI                                  |       |
| Any other charges<br>(please specify) |       |
| Service Charges                       |       |
|                                       |       |

\* The minimum rate notified by the Deputy Commissioner Jhajjar/ Principal Prarambh is to be paid by the agency, on a monthly basis, to each of the personnel. The above rate is the additional amount over and above the monthly salary of the personnel.

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

Authorized Signatory\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Signature of authorized person

Date:

Full Name:

Place:

Seal:

## Section-12

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

|   |  |
|---|--|
| a | Registration Certificate under Companies Act.  |
| b | Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1972.                         |
| c | Copy of PAN card of the Agency (not of the individual).  |
| d | Copy of the IT return filed for the last three financial years by the Agencies (not by the individual).    |
| e | Copy of EPF registration certificates.   |
| f | Copy of ESI registration certificates.   |
| g | Copy of the Service Tax registration certificate.  |
| h | Copies of contracts awarded by the Central Government/ State Government/ PSUs/ Bank/reputed private firms. |
| i | Certified copy of bank A/c for the last three years issued by the bank.                                    |
| j | Copy of the Turnover statement of last three years duly certified by Chartered Accountant.                 |
| k | Registration certificate of branch offices in Delhi and NCR.   |
| l | Copy of ISO: 9001:2008/SA/OHSAS 18001 certificate  |

### Section-13

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

1. List of Human Resource & Housekeeping short listed by agency for deployment in PRARAMBH containing full details i.e. date of birth, marital status, address etc.
2. Bio-data of all persons along with the supporting documents in respect of age/educational/professional qualifications etc.
3. Certificate of verification of antecedents of all persons by local police authority.
4. Detailed proof of identity like driving license, bank account details, proof of residence and recent photograph of the personnel deployed by the agency in **Prarambh**.
5. Letter indicating the name, designation and telephone number of the coordinator nominated by the agency.
6. Performance Security Deposit 10% of the tender amount in the form of A/C Payee demand draft or bank guarantee issued by a nationalized Bank to the Principal Prarambh- State Level Jchool for Teacher Education, Jhajjar, Haryana covering the period of contract.

**Section-14**

**FORMS**

**FORM-I**

**CONTACT DETAILS FORM**

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY  ....
  
2. NAME AND DESIGNATION OF  
AUTHORISED REPRESENTATIVE
  
3. COMMUNICATION ADDRESS  ...  
 ..
  
4. PHONE NO./MOBILE NO .  ..
  
5. FAX
  
6. E-MAIL I.D.  ...

PARTICULAR DETAILS OF THE BIDDER[S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON  ..
  
2. DESIGNATION  ..
  
3. PHONE NO.
  
4. MOBILE NO.  ...
  
5. E-MAIL I.D.  .

## UNDERTAKING

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

Signature of the Authorised Signatory

Date :-

Place:-

Designation:  
(Office seal of the Bidder)

**FORM-II**

**BID SECURITY FORM**

No □ □ □ □ □ □ □ □ Date □ □ □ □ □ □ □ □ ..

To  
The \_\_\_\_\_ (hereinafter called □The Owner)

\_\_\_\_\_

Whereas M/s □ □ □ □ □ □ □ □ □ □ □ ..(Hereinafter called □the bidder□) has submitted its bid dated □ □ □ □ □ □ □ □ for providing human resource services vide Tender No. ....// dated..... KNOW ALL MEN by these presents that WE □ □ □ □ □ □ □ □ □ □ □ □ of having our registered office at □ □ □ □ □ □ □ □ □ □ . (Hereinafter called □the Bank□) are bound unto The Owner in the sum of **Rs 25,000/- (Rupees twenty five thousand only)** for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

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

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

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

Name & Signature of witness  
Address of witness

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

**FORM-III**

**FORM FOR FINANCIAL CAPACITY**

| Description         | Financial years |         |         |
|---------------------|-----------------|---------|---------|
|                     | 2010-11         | 2011-12 | 2012-13 |
| Annual Turnover     |                 |         |         |
| Net Worth           |                 |         |         |
| Current Assets      |                 |         |         |
| Current Liabilities |                 |         |         |
| Total Revenues      |                 |         |         |
| Profit Before Taxes |                 |         |         |
| Profit After Taxes  |                 |         |         |

FORM-IV

CONTRACT AGREEMENT NO.....-/ DATED .....

THIS AGREEMENT is made on ..... between \_\_\_\_\_, Prarambh Jhajjar, Haryana (hereinafter referred to as Client which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at \_\_\_\_\_ of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as the Contractor) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing human resource services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated .....for availing human resource services at its office under Tender No. ....//

II.AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

III. AND WHEREAS the Client has selected M/s.....as the successful bidder (the Contractor) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No. ...., to the Contractor on ..... for a total sum of ..... [Rupees ..... Only].

IV. AND WHEREAS the Client desires that the human resource services (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.

V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the human resource services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. 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.



VII AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing human resource services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

VIII. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings 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) issued by the Client.
- (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.  
(Performance Bank Guarantee, Bank Guarantee)
- (f) Charges Schedule annexed to this Article of Agreement
- (g) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments 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 agreements shall be binding on both the parties and shall form the part of this contract agreement.

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

VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of  
**Prarambh**

(Authorised Signatory)

(Authorised Signatory)

**FORM-V**

**PERFORMANCE BANK GUARANTEE**

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

Date : .....

Bank Guarantee No : .....

Amount of Guarantee : .....

Guarantee Period : From ..... to.....

Guarantee Expiry Date : .....

Last date of Lodgement : .....

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

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

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to **10% (ten percent)** of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "Bank") having its registered office at [*insert the address*] ..... and at the request

of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

Section 6.4

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

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

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

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

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

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

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

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

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

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

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

Date:

Bank

Corporate Seal of the Bank

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

## Section- 15

### CHECK-LIST

#### CHECK LIST ON PREPARATION OF BIDS

| Sl. No.              | Particulars  | YES/NO |
|----------------------|--|--------|
| 1.                   | Have you filled in and signed the Contact Details Form?  |        |
| 2.                   | Have you read and understood various conditions of the Contract and shall abide by them?   |        |
| <b>TECHNICAL BID</b> |  |        |
| 3.                   | Have you enclosed the EMD of Rs.50,000- in the Technical Bid ?   |        |
| 4.                   | Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?     |        |
| 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 Registrar of firms / Companies?                                   |        |
| 5.2                  | Financial Capacity: Have you attached Audited Balance Sheets?  |        |
| 5.3                  | Registration with Government Bodies like ESIC, EPF, Labour Laws: Have you attached a Registration copy of each of the certificate?         |        |
| 5.4                  | Experience: Have you attached the attested experience certificates issued by the Organisations / Government Deptts of the last five years? |        |
| 5.5                  | Human Resource: Have you attached proof of number of personnel employed by your firm?  |        |
| 5.6                  | Have you attached certified copy of quality assurance certificate like ISO: 9001:200/SA/OHSAS 18001 etc?                                   |        |
| 6.                   | Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?   |        |
| 7.                   | Have your Technical Bid been packed as per the requirements of the Tender?   |        |
| <b>FINANCIAL BID</b> |  |        |
| 8.                   | Is your financial Bid proposal duly filled, sealed and signed on all pages?  |        |
| 9.                   | Have you quoted your rate for personnel & machine?   |        |
| 10.                  | Have your financial bid been packed as per Tender?   |        |