Directorate of Public Instruction, Chhattisgarh

On behalf of

Government of Chhattisgarh, School Education Department

invites

Request for Draft Proposal for selection of agencies

for

Outsourcing of teaching services

In the subjects of

Mathematics, Physics, Chemistry, Biology, English and Commerce

at

selected Government High/Higher Secondary schools

of

Balrampur, Bastar, Bijapur, Dantewara, Jashpur, Kanker, Kondagaon, Koriya, Narayanpur, Sukma, Surajpur and Surguja district

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Directorate of Public Instruction, Chhattisgarh

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Notice inviting Request for Proposal

Letter No. /DPI/ Establishment/ RFP-teaching services/ Raipur, dated /9/2015

DPI, Chhattisgarh Raipur invites Request for Proposal for outsourcing of teaching services to teach Mathematics, Physics, Chemistry, Biology, English and Commerce in different Government. High and Higher Secondary Schools of different blocks of certain districts as per Annexure 1 A and 1 B.

Date and time schedule of RFP:

Sr.	Particulars	Date and Time
1	Date of Publishing of draft RFP	September 24
2	Pre-bid conference – State Project Office, RMSM, Board Office Campus, Pension Bara, Raipur	October 03-10.30 AM
4	Start date for submitting the proposal at State Project Office, RMSM, Board Office Campus, Pension Bara, Raipur	October 07
5	RFP submission closing date	October 27-upto 2 PM
6	Opening of tender at State Project Office, RMSM, Board Office Campus, Pension Bara, Raipur	October27-at 4.00 PM

The Request for Proposal should be addressed to the DPI and submitted in the office of the Managing Director, Rajya Madhyamik Shiksha Mission, Pension Bada, Raipur, Chhattisgarh.

The RFP document cost of Rs. 500/- per bid (per block/group of blocks) is to be submitted vide crossed demand draft on any nationalized bank/ scheduled bank in favour of the DPI.

RFP document may be downloaded from the website- www.cg.nic.in/rmsa (Draft of Rs. 500(per block/group of blocks)/- to be submitted along with the proposal as cost of the bid document)

Any subsequent notice regarding this tender shall be uploaded on the website only.

DIRECTOR

Directorate of Public Instruction
Chhattisgarh, Raipur

1 Disclaimer

1.1 The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the DPI on behalf of Government of Chhattisgarh School Education Department hereinafter referred to as "DPI", or through such person as duly authorized, is provided to the Bidder (s) on terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

1.2 The purpose of this RFP document is to provide the Bidder (s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for DPI to consider the business/ investment objectives, financial situation and particular needs to each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should assure itself as regards the accuracy and completeness of the information in this RFP document for its own purpose, where deemed necessary obtain clarification from appropriate sources.

1.3 DPI makes no representation or warranty and shall incur no liability under any law, statutes, rules or regulations as to the accuracy or completeness of the RFP document.

1.4 DPI reserves the absolute right to cancel or amend, in part or in full, any part of the RFP document. Since the right to the bidding process lies with the **DPI**, the District Collector may send a proposal for rejection of financial bid if they find the process not suitable, liable for rejection and on the basis of appropriate reasons from District Collectors, DPI may take necessary action.

2 Background

2.1 Due to the implementation of different educational developmental programs, the number of students being enrolled at secondary level is increasing every year. State has attempted to recruit teachers at secondary level to meet the requirements but not succeeded to get the required number of teachers to teach subjects like Mathematics, Physics, Chemistry, Biology, English and Commerce. This problem is more acute in the areas of Bastar and Surguja Division. The age of adolescence is very sensitive, and Government need the children to be engaged in meaningful and constructive activities in schools and not remain idle without subject teachers to teach them.

2.2 Many of the remote and affected areas have difficulty in attracting and retaining sufficient number of teachers due to high poverty and less facilities in such areas. Despite several attempts, there is difficulty in recruiting qualified teachers in some subjects like Mathematics, Physics, Chemistry, Biology, English and Commerce.

2.3 As per the Article 46 in the Constitution of India, the State shall promote with special care the educational and economic interests of the weaker sections of the society, and, in particular, of the Scheduled Castes and the Scheduled Tribes, and shall protect them from social injustice. It is the responsibility of the state to promote their educational interests.

2.4 To fulfill this responsibility, the state Government is proposing to provide teaching services in such areas of Bastar and Surguja Division through outsourcing as an alternative and temporary measure for a limited period till the state is able to recruit teachers in these areas through their regular process. Hence this request of proposal is being floated. As per this RFP, the bidders will be applying for blocks or different groups of blocks directly to provide teaching services as per requirement. Technical bid will be finalized at DPI level and financial bid (rate for providing teaching services) for a block or group of blocks will be finalized at distrct level by respective district collector as per the guidelines issued by the DPI.

2.5 This RFP is being issued as per the guidelines regarding the process of outsourcing issued by General Administration Department (GAD), Government of Chhattisgarh vide order Number 672/254/para./2015/1-3 Naya Raipur, dated 29.05.2015.

3 Definitions

Following definitions will help to explain the terms used in this RFP document:

3.1 “Vidya Mitaan ” shall mean the qualified teaching staff provided by the successful bidder to deliver teaching services in selected Government High and Higher Secondary Schools, and shall be the employees of the successful bidder.

3.2 “Authorized Representative” shall mean any person authorized in writing by the Bidder/firm/ society/ Company/agency.

3.3 “Proposal / Bid” shall mean the Pre-Qualification, Technical and Commercial bids either together or separately submitted under this RFP.

3.4 “Bidder” shall mean the person, firm, agency or corporation, who choose to participate in this requirement and submit competitive quote for the supply of qualified teachers to teach Mathematics, Physics, Chemistry, Biology, English and Commerce.

3.5 “Classes" shall mean those classes for which the teaching services are required in the schools, specifically classes 9th to 12th.

3.6 “Competent authority" shall mean any official including but not limited to the Director, Public Instruction, Government of Chhattisgarh

3.7 “**DPI**” shall mean Director, Directorate of Public Instruction, Indrawati Bhawan, Naya Raipur, Chhattisgarh. **DPI** will be the RFP issuing authority as well.

3.8 “**MD RMSM**” shall mean Managing Director, Rajya Madhyamik Shiksha Mission, Raipur Chhattisgarh.

3.9 “Outsourcing" shall mean obtaining services from an outside source for a limited period of time and here it means rendering teaching services in selected subjects for selected number of schools for a limited period of time.

3.10 “Request for Proposal (RFP)” shall mean this document and its Annexures and any other document provided or issued during the process of selection of bidder(s), seeking any clarification etc., a set of solution(s), services(s), materials and/or any combination of them.

3.11 “Schools” shall mean selected Government High and Higher Secondary Schools in Balrampur, Bastar, Bijapur, Dantewara, Jashpur, Kanker, Kondagaon, Koriya, Narayanpur, Sukma, Surajpur and Surguja district.

3.12 “Subjects” shall mean the subjects in which teachers are required like Mathematics, Physics, Chemistry, Biology, English and Commerce for High and Higher Secondary level. Subject groupings will be done to reduce the number of teachers to be deployed as per Department orders.

3.13 “Department” means Department of School Education Chhattisgarh, Government.

3.14 “Groups of Blocks” shall mean those blocks whose vacancies are less and DPI clubbed them together like , Dantewada+Geedam, Katelkalyan +Kuakonda, Jashpur+ Duldula+Kansabel+Kunkuri, Surajpur + Ramanujnagar, Ambikapur + Lakhanpur+ Udaipur, Sitapur +Batoli+ Mainpat

3.13 “Successful bidder” shall mean the bidder, who is technically qualified by DPI and whose financial bid shall be finalized by the collector for the outsourcing of teaching staff.

4 Eligibility criteria for the Bidder

4.1 Eligibility Criteria

The bidder must possess the minimum qualifications, required managerial and financial capabilities in providing the services necessary to meet the requirements as described in the RFP. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the requisite manpower and support services as sought under this RFP for the entire period of the contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the RFP. Invitation to this RFP is open to all bidders who satisfy the eligibility criteria as given below:

Sr.	Particulars	Minimum requirements
4.1.1	Legal entity	Partnership Firm/Proprietorship Firm/ Society/ Co-operative Society/Limited Liability Partnership (LLP)/Company incorporated / Governed by the prevailing Indian act in respect to above entities, should have existence in India for at least 5 years as on 1st of September, 2015.
4.1.2	Bidder turnover	The bidder should have a minimum average annual turnover of Rs. 1,00,00,000/- (Rs. One crore) during the last three financial years (FY 12-13, FY 13-14, FY 14-15).
4.1.3	Nature of work	a) At least 3 number of assignments during the last 3 financial year of supply of Skilled manpower /Manpower for teaching. b) The minimum amount of work of supply of skilled manpower/ Manpower for teaching should be at least Rs. 30 Lacs each year in preceding three financial year "or" should have provided 200 manpower for teaching / skilled manpower services in preceding 3 financial year.
4.1.4	Local office	The bidder should have office/ branch either in Raipur or concerned divisional headquarters or any one of the concerned Districts in Chhattisgarh where the teaching services is to be provided. If not, an office should be opened in the required place within 10 days of the award of the work. An affidavit of this regard has to be submitted along with the proposal of the bid.
4.1.5	Blacklisting /Bankruptcy	The bidder should not be debarred / blacklisted by Central Government / any State Government / PSU or under a declaration of ineligibility for corrupt or fraudulent practices. There should be no police case pending against the bidder for corrupt practices. The bidder is not bankrupts or filed by bankruptcy. An affidevit of this regards has to be submitted along with the proposal.
4.1.6	Essential registrations	The bidder shall have the following Registrations and details of the same be provided in the technical bid: i. EPF Registration ii. Service Tax Registration iii. ESIC Registration if any iv. PAN Number v. Valid License from authorized person to supply manpower.
4.1.7	EMD	The bidder shall furnish an Earnest Money Deposit (EMD) of Rs. 1 lakhs along with the technical bid proposal for each block/group of blocks bid in the form of demand draft in favour of Collector of the concerned District. The bidder has to submit an EMD in original in the form of a demand draft from a nationalized/ scheduled bank located in India.

4.2 Documents Required

4.2.1 For Sr. No. 4.1.1, Registration certificate issued under the respective governing act and in case of proprietorship firm shop establishment certificate should be submitted and in case where amendments have been made to the firm, all such deed of amendments; registration certificate with service tax registration.

4.2.2 For Sr. No. 4.1.2, for turnover - audited financial statements for the last three financial years; for % share of similar services of providing skilled manpower services – certificate from the Chartered Accountant quantifying the amount in turnover in this regard. Proof should be presented that such turnover was on the basis of similar outsourcing work only.

4.2.3 For Sr. No. 4.1.3, relevant work orders clearly specifying the nature of work in the following format. Please note that only those work orders will be counted for which the page numbers are clearly mentioned in the below table-

Proforma for Performance Statement for the last Five years

Order placed by (Name & Address of the office to whom the service was provided)	Order No. & date (Attach the order copy)	Name of the outsourcing service & brief description	Value of order (Annual)	Is the service satisfactory? Attach a certificate from the officer-in-charge	No. of skilled manpower supplied

4.2.4 For Sr. No. 4.1.4, for existing office – rent agreement or service tax registration or electricity bill or telephone / mobile bill certified from Gazetted officer; for opening new office – affidavit from the bidder.

4.2.5 For Sr. No. 4.1.5, the bidder shall submit an affidavit clearly that it is not debarred / blacklisted by Central Government / any State Government / PSU or is under a declaration of ineligibility for corrupt or fraudulent practices. The bidder is not bankrupt or filed for bankruptcy.

4.2.6 For Sr. No. 4.1.6, Registration certificates/certificate from all the respective departments.

4.2.7 For Sr. No. 4.1.7, attach original Bank draft of Rs. 1 lakh per block for each block/ group of blocks for each financial proposal.

4.3 Other Points

4.3.1 An agreement will be signed between the successful bidder and the Concerned District Collector within 7 days after signing of letter of intent.

4.3.2 Subcontracting or subletting is not allowed under any condition.

4.3.3 Conditional bids shall not be considered and will be out-right rejected at the very first instance.

4.3.4 There should be no case pending with the police/ court cases against the proprietor/ firm/ Director / Member/partner of the organization.

4.3.5 The agency will be bound by the details furnished by him/ her to the DPI and collector, while submitting the RFP or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of contract making the successful bidder liable for legal actions. The EMD shall be forfeited in the following cases:

4.3.5.1 If the Bidder modifies or withdraws the Proposal;

4.3.5.2 If the Bidder withdraws the Proposal during the intervening period of the Proposal due date and expiration of the Proposal Validity period;

4.3.5.3 If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by the Concerned District Collector

4.3.5.4 If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;

4.3.6 DPI, Chhattisgarh Raipur shall have all right to reject the RFP without assigning any reason.

4.3.7 The successful Bidder will be required to furnish Performance Security in the form of Bank Guarantee to the tune of 8% of the annual transaction value as approved in the bid.

4.3.8 The Bidders are expected to hold their proposal valid for 90 days from the date of opening of the financial proposal without changing the proposed price for the assignment. Directorate of Public Instructions Chhattisgarh Raipur will make best efforts to select a Bidder within this period.

4.3.9 The payment payable under this assignment will be subject to normal tax liability and TDS applicable in India.

4.3.10 In case the bidder is applying for more than one block/ group of blocks* in the district, along with the single technical proposal, separate financial proposals for each block/ group of blocks* need to be enclosed with clearly

mentioning “Financial proposal for the block / group of blocks* ……., district ……”. Separate EMD also need to be enclosed for each of the block / group of blocks* proposed @ Rs. 1 lack per block / group of blocks*.

4.3.11 The bidder will have to provide a detailed work plan time schedule for execution of work. The format is prescribed in Annexure 04.

4.3.12 The successful bidder shall provide proof of more than sufficient revolving / corpus fund which shall not be less than 20 % of work awarded, to meet the expenses for the next quarter.

* List of block and group of blocks are mentioned in annex. 1

5 Scope of work

5.1 The current RFP is proposed strictly as an alternative and temporary measure for a limited period of time till the teachers can be recruited through regular process. The requirement is for providing teaching services wherever required by the concerned district. Presently, Lecturer, Panchayat is the name of post recruited by District Panchayats to teach different subjects at Government High and Higher Secondary schools, i.e. from class 9th to 12th.

5.2 The successful bidder will have to provide teaching services outsourced for the subject of Mathematics, Physics, Chemistry, Biology, English and Commerce. As the teaching services under RFP is for a limited period and outsourced till the District Panchayats are able to find suitable and interested candidates at their own who are willing to work in different remote areas, these services will be called as “Vidya Mitaan ”.

5.3 The bidder shall have to assess on his own the socio-cultural situation and geographical knowledge in the district and block(s) where the bidder proposes to submit the bid under the RFP, and shall accordingly submit the plan for providing teaching services in that block/ district. A bid once submitted shall mean that the bidder has made an informed decision after fully appraising himself of facts and circumstances of the concerned block/ district. Block-wise bids may differ as per the condition and distances of the blocks.

5.4 Competencies required for the posts:

5.4.1. Vidya Mitaan should fulfil minimum criteria for selection, i.e. Post- graduation in the concerned subject along with B.Ed. from the recognized University having UGC recognition.

5.4.2. Vidya Mitaan should be able to deliver the classes in Hindi.

5.4.3. Vidya Mitaan should be well versed in classroom processes and current pedagogical practices and possess all required essential skills to handle the classes efficiently.

5.4.4. Vidya Mitaan need to live in the headquarters where they are placed.

5.4.5. The succesful bidder will have to produce certified copies of (by a Gazetted officer) required qualification for Vidya Mitaan.

5.5 The tentative number of teaching services required subject-wise and block-wise are given in the Annexure 1 A and 1 B.

5.6 There is no minimum number committed for any of the teaching services and the numbers mentioned above may change as per requirement in the field, availability of budget as well as the rates approved through RFP. Districts may increase or decrease the number of the manpower as per requirement and the bidder will have no right or claims whatsoever in this regard.

5.7 The curriculum and school calendar followed by government schools would be applicable. The activities to be followed would be varied and rigorous, demanding more time and days from the Vidya Mitaan . The Vidya Mitaan shall be willing to work before and beyond working hours, if so required during the holidays. Derelictions in duty shall be reported in the reporting format that will attract penalties. Students' attendance and achievement level should increase through this initiative.

5.8 The Vidya Mitaan will work under direct supervision of school principal. They are bound to follow order of school principal. They are also bound to follow instructions given by B.Ed.O. and D.Ed.O. on education related issues from time to time.

5.9 The bidder has to propose for the block/group of blocks as a unit. Bidder has to offer to provide services as per the complete requirement of the block and under no circumstances, a partial bid or selected subject-wise offer could be entertained for a block.

5.10 The successful bidder shall have subject-wise reserved list of persons so that they can be deployed in schools where their own earlier appointee doesn't report for duty for whatsoever reason for any period exceeding seven days. In case the bidder fails to provide replacements within 7 days the bidder shall be levied a penalty of Rs. 1500 per day per person along with the remuneration of the Alternative Lecturer from the start date of absence. This back up plan needs to be shared with the district along with the technical proposal.

6 Methodology for execution of work

6.1 The successful bidder has to meet the District Collectors of Bastar / Surguja Division as per Annexure - 6 to know the details of schools and subject-wise vacancies in the districts and the location of schools.

6.2 Based on the number of vacancies, the agency has to identify a pool of subject experts ready to teach in remote areas. The agency need to have a reserved pool of atleast 10% as well to fill up the vacancies without delay or substitute Vidya Mitaan wherever and whenever required. They have to submit a back up plan to respective district collector.

6.3 The successful bidder has to check all required certificates and identity of the candidate and only after proper satisfaction of the qualification, background, detailed addresses as well as references, character and teaching capability of the candidate, put them on board. There should be no police or criminal case against the persons being deployed. Proof of the same has to be produced before actually deploying the candidate in the school.

6.4 The successful bidder has to put the Vidya Mitaan in position within stipulated timeframe. i.e. within ten days of getting the letter of Intent. The posted Vidya Mitaan need to stay in the headquarters/ or at a location near to the school at their own expenses.

6.5 The successful bidder shall pay minimum 60% of the amount quoted by them to the Vidya Mitaan towards their monthly salary by e-payment and proof of such payment shall be submitted to the district or state whenever is desired.

6.6 The successful bidder has to make payments to the Vidya Mitaan on a monthly basis well in time irrespective of payments received from the districts to avoid lack of motivation or drop out of Vidya Mitaan .

6.7 The services of the successful bidder will be evaluated on a regular basis from different level and only on the basis of satisfactory reports, the payments will be issued.

6.8 The quality and performance indicators will be developed for monitoring of the works of Vidya Mitaan. If the quality and performance of Vidya Mitaan not found satisfactory then amount equivalent to 10% of salary which successful bidder is giving its Vidya Mitaan will be deducted from its monthly bill. If this repeates again in the next month, the successful bidder has to replace the Vidya Mitaan with immediate effect and also get its 10% deduction as mentioned above.

6.9 In no case, the Vidya Mitaan outsourced can claim to be a Government employee or try to claim for getting the employment in Government department.

6.10 The successful bidder should provide an identity card to the personnel deployed in schools carrying a photograph and other personal details.

6.11 For all intents and purposes, the service providing successful bidder shall be the "Employer" of the personnel deployed.

6.12 The successful bidder will be responsible for compliance of all statutory provisions relating to minimum wages, Employee provident fund and Employee state insurance (If applicable) etc. in respect of the persons deployed.

6.13 The successful bidder shall be liable for depositing all taxes, levies and Cess etc. on account of service rendered to concerned tax collection authorities from time to time as per extent rules and regulations on the matter. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Department as amended from time to time and a certificate to this effect shall be provided to the successful bidder by the department.

6.14 The TDS deducted against each employee will be deposited as per prevailing Income Tax rules and a copy of challan should be submitted to the concerned district collector.

6.15 The successful bidder will be responsible for appropriate insurance coverage. In this regard, the successful bidder shall maintain workers compensation, employment liability insurance for their staff on the assignment. The successful bidder shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the successful bidder or its staff., the successful bidder shall provide the DPI with certification thereof upon request.

6.16 The successful bidder shall ensure that the personnel deployed on schools confirms the prescribed qualification and eligibility criteria. Failure in this regard will disqualify the successful bidder and in such cases, the EMD will be forfeited and the district will have the right to outsource personnel from other successful bidders.

6.17 The personnel deployed shall be required to follow all the rules and instructions given by the District and Block Education Office. They will be required to attend the school during school hours and in case of exigency, they have to work even after school hours.

6.18 The contracting successful bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other successful bidder without the prior written consent of the district collector.

6.19 The district collector reserves the right to direct the service provider to change the service personnel if the performance is not satisfactory by giving a notice period of one week.

7 Mandatory Quality Control Procedures by the Successful bidder

7.1 The selected successful bidder has to take care of the continuous capacity development of teachers and ensure quality teaching in schools. They also need to assure that the working Vidya Mitaan follow the official instructions of School Principals, Block and District Education officers for the benefit of school and students' learning.

7.1.2 The liability of training for all Vidya Mitaan will lies with the successful bidder.

7.2 Within one month of the issue of work order:

7.2.1 The successful bidder will establish a compliant handling mechanism of teachers to take care of all issues of teachers and their grievances. In no case, Vidya Mitaan can claim anything from state Government or district authorities;

7.2.2 All Vidya Mitaan will have to follow code of conduct given by DPI from time to time.

7.3 The Principal of the School will send the attendance proof along with Vidya Mitaan performance report in prescribed format given in Annexure 2A and 2B on a monthly basis for certification of satisfactory service in school.

7.4 The Successful bidder has to assure that there is a Vidya Mitaan placed well in time in place of the working Vidya Mitaan going on leave for more than one week. If the successful bidder doesn't provide a substitute, then apart from deduction in remuneration, penalty of Rs. 1500/- per day is imposed. The successful bidder has to assure that the deployed Vidya Mitaan don't take frequent and long leaves which damage the studies of students.

8 Variation in human resource requirement:

8.1 The District Collector/client has the authority to reduce or increase the number of Vidya Mitaan required subject to the following:

8.1.1 Required number of Vidya Mitaan not being provided by the bidder.

8.1.2 The qualification of the Vidya Mitaan is not as prescribed in the RFP.

8.1.3 The quality of deliverables is not as per responsibility and performance indicators.

8.1.4 Availability of better human resource from within the system.

8.1.5 Availability of additional budget or approval of rates less than the expected for outsourcing.

8.1.6 In case of variation in the number of students enrolled.

8.1.7 The bidder shall be communicated in writing of any such change with clear notice to reach till the end of that month or 30 days' notice whichever is less.

9 Period of Assignment

9.1 The service will be outsourced from the signing of MOU to 31st March 2017.

9.2 The contract shall automatically expire after the date mentioned above unless extended.

9.3 DPI / District may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. However, every effort will be made to give the successful bidder, as early as possible, notice of any changes. In the event of termination, the successful bidder shall be paid for the services rendered for carrying out the assignment to the date of termination, and the successful bidder will provide the district with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

10 Selection Process

10.1 Selection of the entity shall be made on L1 basis (i.e. lower bid price quoted)

10.2 All cost needs to be mentioned in Indian Rupees only.

10.3 After the issue of the circular for outsourcing through Request for Proposal, a pre-bid conference will be organized for clarification of different interested and participating entities. The date, time and venue will be informed through the notice via website.

10.4 The interested agencies will be given minimum 21 days to submit their proposals from the date of organizing pre-bid conference.

10.5.1 Technical proposals can be submitted for State as a whole.

10.5.2 The bidder can bid for different block/group of blocks whether in the same district or in different districts.

10.5.3 For each block / group of blocks bidder should submit separate financial proposal and separate EMD.

10.5.4 For each financial proposal separate envelops for block-wise financial proposals with name of the block/group of blocks written on the top of the envelope need to be submitted.

10.5.5 RFP documents cost should also be charged separately for each block / group of blocks for which bidding was made.

10.6.1 The Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL".

10.6.2 The original Financial Proposal shall be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL for the block----------, district ……." and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."

10.6.3 The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED.

10.6.4 EMD for each block / group of blocks shall be submitted with the technical proposal. DD of EMD should also be clearly mentioned in its back side the "block/group of blocks ----------, district ……."

10.6.5 The District shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive and result in disqualification.

Example:- For submision of technical & financial bid :-

a. If a bidder bids for 5 Districts consisting of 25 blocks then he should furnish single technical bid for all the Blocks/group of blocks in a single sealed envelop only which should clearly specify on the top "Technical Proposal"

b. The bidder should submit seperate financial proposal for each block/group of blocks in a seperate sealed envelop (i.e. 25 envelops) with clear marking in top of each envelop "FINANCIAL PROPOSAL for the block----------, district ……." and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."

c. 25 separate DD of EMD shall be submited clearly mentioning in its back side the "block/group of blocks ----------, district ……."

d. Lastly the single envelop of the technical proposal, 25 separate & sealed envelops of the financial proposal & 25 separate DD of EMD shall be placed into an outer envelop & sealed with marking in the top "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED".

10.7 Technical proposals are to be submitted in the format prescribed in Annexure. 3.

10.8 Format of financial proposal is given in Annexure 5. Price bids not in the prescribed format are liable to be rejected.

10.9 Financial proposals of only those bidders will be opened who are Qualified in the technical evaluation criteria.

10.10 An agreement will be done between the bidder and the Concerned District Collector which will clearly lay down the duties and responsibilities of both the parties, duration of agreement, payment schedule, penalties and clauses for termination of agreement etc.

11. Deciding Award of Contract

11.1 The DPI reserve the right to ask for a technical elaboration / clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Commercial Proposal by district collector. The Bidder shall furnish the required information to DPI on the date asked for, but not exceeding the last date for the award of the contract, at no cost to the DPI. The DPI or authorized personnel by him may at its discretion, visit the office of the Bidder any time before the signing of the Agreement.

11.2 DPI shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. Concerned District Collector shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this RFP Document, informing the date and time set for opening of Commercial Proposals at district level. The notification may be sent by mail or put in the website.

11.3 The bidder's name, the Proposal Price, the total amount of each proposal and other such details as the District Collector may consider

appropriate, will be announced and recorded by the concerned District Collector during the opening of Financial bids.

11.4 District Collector shall inform those Bidders whose proposals are selected, via issuance of Letter of Intent (LoI) in the duplicate copy. Bidder shall acknowledge the LoI and return the duplicate copy duly sealed and signed, within seven days from the issue of LoI by the concerned District Collector.

11.5 After acceptance of LoI Performance Security of 8 % of the total contract value shall be deposited in the form of as specified in this document for signing an Agreement with the concerned District Collector.

12 Payment Mechanism

12.1 The mode of payments and prescribed reporting formats will be shared with the concerned school principal and successful bidder to ensure timely receipt of information. The schools where the Vidya Mitaan are deployed should submit the information regarding their attendance and performance evaluation in the prescribed format given in the Annexure- 2 A and 2 B.

12.2 The schedule for payments will be issued along with the work order and apart from the rates approved through bidding, no additional payments will be made by the districts.

12.3 The successful bidder shall raise the bill, in triplicate, along with the attendance sheet and reporting matrix duly verified by the school principal or other officer nominated and submit the same to the concerned district by the 7th of every month and counter signed by the successful bidder.

12.4 The district will make the payments to the successful bidder either through cheque or electronic transfer after proper verification of the bills and the performance

12.5 Notwithstanding the procedure to release the payments, the successful bidder shall release the remuneration due to their Vidya Mitaan before 5th of every month after deducting statutory obligations as governed at that point of time. All types of financial releases from the concerned district to the successful bidder will be through electronic transfer or cheque and releases from the successful bidder to its employee shall be through electronic banking. The successful bidder shall also ensure that duly signed remuneration particulars are issued to all its employees engaged in schools with details of remuneration paid, particulars of statutory deductions,

penalties for non performance and amount transferred to individual amount, etc.

12.6 The bidder should quote the charges on monthly basis and this shall include all statutory contributions of both employer and employee and deductions to be made as per the labour and tax laws prevalent in the area where the programme is implemented. Deductions, if any, towards service tax, TDS, income tax of human resource or any other tax applicable shall be the sole liability of the successful bidder.

12.7 The cost estimate in the financial proposal shall include the cost towards facility management over and above the payment to be made to the out sourced Vidya Mitaan.

Annexure – 1 A: Block-wise Subject-Wise teaching service requirement

S.N.	District	Block	ENGLISH	COMM	SCIENCE	BIO+ CHEM	MATHS+PHY	Total
1	BALRAMPUR		**69**	**1**	**73**	**45**	**72**	**260**
2		BALRAMPUR	11	0	11	7	12	41
3		KUSMI	10	0	7	6	13	36
4		RAJPUR	8	1	7	6	10	32
5		RAMCHANDRAPUR	19	0	18	14	19	70
6		SHANKARGARH	9	0	7	3	5	24
7		WADRAFNAGAR	12	0	23	9	13	57
8	BASTAR		**96**	**38**	**61**	**56**	**87**	**338**
9		BAKAWAND	19	9	15	11	17	71
10		BASTANAR	9	1	6	3	3	22
11		BASTAR	23	11	18	18	25	95
12		DARBHA	12	8	4	10	14	48
13		JAGDALPUR	15	2	9	10	14	50
14		LOHANDIGUDA	10	2	7	3	9	31
15		TOKAPAL	8	5	2	1	5	21
16	BIJAPUR		**23**	**19**	**15**	**20**	**27**	**104**
17		BHAIRAMGARH	8	5	4	8	9	34
18		BHOPALPATNAM	6	3	8	3	6	26
19		BIJAPUR	3	6	1	3	5	18
20		USOOR	6	5	2	6	7	26
21	DANTEWADA		**15**	**10**	**9**	**10**	**17**	**61**
22		DANTEWADA+ GEEDAM	**8**	**5**	**3**	**8**	**12**	**36**
23		KATEKALYAN+ KUAKONDA	7	5	6	2	5	25
24	JASHPUR		**28**	**8**	**45**	**0**	**29**	**110**
25		BAGICHA	7	0	12	0	8	27
26		FARSABAHAR	6	2	11	0	5	24
27		JASHPUR+ DULDULA+ KANSABEL+ KUNKURI	8	3	9	0	7	27
28		MANORA	6	2	5	0	4	17
29		PATHALGAON	1	1	8	0	5	15
30	KANKER		**83**	**28**	**67**	**31**	**77**	**286**
31		ANTAGARH	13	4	5	5	11	38
32		BHANUPRATAPPUR	10	0	7	3	6	26
33		CHARAMA	13	4	8	1	10	36
34		DURGUKONDAL	9	0	11	5	8	33
35		KANKER	8	6	5	6	10	35
36		KOYALIBEDA	14	4	22	6	11	57
37		NARHARPUR	16	10	9	5	21	61

38	KONDAGAON		**80**	**29**	**69**	**62**	**71**	**311**
39		BADERAJPUR	18	10	11	20	20	79
40		KESHKAL	12	5	7	10	12	46
41		KONDAGAON	15	8	16	17	23	79
42		MAKADI	15	3	14	8	11	51
43		PHARASGAON	20	3	21	7	5	56
44	KORIYA		**62**	**22**	**67**	**50**	**48**	**249**
45		BAIKUNTHPUR	9	3	14	12	11	49
46		BHARATPUR	17	6	17	14	12	66
47		KHADGAVA	21	5	24	10	11	71
48		MANENDRAGARH	8	6	4	10	9	37
49		SONHAT	7	2	8	4	5	26
50	NARAYANPUR		**11**	**12**	**9**	**13**	**21**	**66**
51		ABUJHMAD (ORCHA)	3	2	2	1	3	11
52		NARAYANPUR	8	10	7	12	18	55
53	SUKMA		**23**	**6**	**22**	**9**	**15**	**75**
54		CHHINDGARH	8	1	9	1	3	22
55		KONTA	6	3	5	3	5	22
56		SUKMA	9	2	8	5	7	31
57	SURAJPUR		**53**	**12**	**45**	**41**	**67**	**218**
58		BHAIYATHAN	12	4	11	7	9	43
59		ODGI	12	5	5	10	15	47
60		PRATAPPUR	14	1	14	10	14	53
61		PREMNAGAR	2	1	4	9	15	31
62		SURAJPUR+ RAMANUJNAGAR	13	1	11	**5**	14	44
63	SURGUJA		**21**	**0**	**24**	**0**	**40**	**85**
64		AMBIKAPUR + LAKHANPUR + UDAIPUR	6	0	5	0	17	28
65		LUNDRA	7	0	6	0	11	24
66		SITAPUR+ MAINPAT+ BATAOLI	8	0	13	0	12	33
67	**Grand Total**		**564**	**185**	**506**	**337**	**571**	**2163**

Annexure – 1 B: Subject-Wise total teaching services required with required Qualification
Mathematics, Physics, Chemistry, Biology, English and Commerce

#	Subject for teaching service	# required	Qualification
1	Vidya Mitaan- English	564	MA with English and B.Ed.
2	Vidya Mitaan- Commerce	185	M.Com. and B.Ed.
3	Vidya Mitaan- Science	506	M.Sc. and B.Ed.
4	Vidya Mitaan- Bio+Chem	337	M.Sc(Bio/Chemistry) and B.Ed.
5	Vidya Mitaan- Math+Phy	571	M.Sc(Maths/Physics) and B.Ed.
	6 subjects	**2163**	

- Exact number of school-wise/ subject-wise vacancies will be declared by the District.
- The required qualification will be as per the circulars of Department. of Panchayat, Government of Chhattisgarh.
- Preference will be given to the qualified and eligible candidates from within the state. qualified bidder will give preference to the qualified and eligible candidate within state.

The actual vacancies in the schools may more/less than the figures shown in the above table. State has decided to club different subjects to deploy the teachers judiciously for the benefit of larger number of students. The above number of posts is arrived at using the following formula:

1. At High School level:
   High Schools with more than 100 enrolments- separate teaching service required for Science and Math – one Vidya Mitaan each for Science and Maths
   High Schools with less than 100 enrolments- only one teaching service required for Science and Maths – one Vidya Mitaan only for teaching both Science and Maths
   For English, separate Vidya Mitaan required irrespective of enrolment status

2. At Higher Secondary level:
   Higher Secondary Schools with more than 200 enrolments - separate teaching service required for Physics, Maths, Biology and Chemistry– Separate Vidya Mitaan for each subject
   Higher Secondary Schools with less than 200 enrolment - teaching services will be grouped as Physics+ Maths= 1 Vidya Mitaan required and the other group will be Biology + Chemistry=1 Vidya Mitaan required to teach both subjects
   For English and Commerce, separate Vidya Mitaan required irrespective of enrolment status

Annexure – 2 A: Prescribed Reporting Matrix

Month	Name of School
Year	Name of Teacher

	Dates of the month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	No. of Days: functioned	Worked	Leave	Absent	Fixed for RT
1	Worked(=1) /Absent (=0)																																				
2	Late /absent during working hours-by not more than half an hour(=1); otherwise 0)																																				

Signature of the Authorized Signatory of the Successful bidder, Name, Designation and Seal	Signature of Principal Name: School: District: Seal

Sl. No. 2 - If late or absent by more than half an hour, EACH such late comings to be treated as half day leave, if there is leave at credit. Otherwise, to be treated as HALF day absent.

Based on this Report, the remuneration particulars for this Human Resource would be generated for the current month and submitted to District as payment claim.

Annexure 2 B- Teacher performance Evaluation Criteria

Name of the teacher: Subject: School:

S.n.	Criteria	Good	Satisfactory	Unsatisfactory
1	Plans instructions as per curriculum & covers the syllabus well in time			
2	Demonstrates accurate and current subject knowledge			
3	Develops appropriate teaching plan to teach instructional objectives keeping in mind the previous knowledge and background of the target group			
4	Employs varieties of instructional strategies to augment achievement			
5	Establishes procedures and rules to enhance learning			
6	Encourages students attendance and motivation			
7	Treats students in a fair and equitable manner and have cordial relation with colleagues and principal			
8	Interacts with parents, community, fellow teachers and other educational personnel for school improvement			
9	Supports and implements school regulations, punctuality, code of conduct, policies, procedures and accepted practices			
10	Able to teach children in Hindi			

For each Good- 10 points, total 100 points, for each satisfactory- 5 points, total 50 points and for unsatisfactory- 0 points, total 0 points. To pass the performance evaluation, teacher should score atleast 50 points every month and try to improve as per feedback given in the previous months.

Name, Signature of the Principal with date

School:

District:

Seal:

Annexure – 3: Technical Proposal-Standard Form

Format for Letter of Proposal on the Letter Head of Bidder

Date:

To,

DPI

Sir,

Subject: Providing Human Resources for teaching services.

Being duly authorized to represent and act on behalf of..... herein after referred to as "the Bidder" and having reviewed and fully understood all of the Proposal requirements and information provided, the undersigned hereby submits the Proposal for the project referred above.

We confirm that our Proposal is valid for a period of 90 days from the date of opening of the financial proposal.

Yours faithfully,

.....

Signature of the Bidder

Name and designation of the Bidder

S.n.	Details of the document submitted	From page number--- to page number -----
1		
2		
3		

Certified that the RFP document submitted contains total ---------- pages.

Format for Power of Attorney for Signing Proposal (on stamp paper ofappropriate value)

Power of Attorney

Know all men by the represents, we .....….(Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms..... (Name and residential address) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid to provide services of Teaching in District. He/she shall provide all documents, information and responses to the DPI and the respective districts and representing us in all matters before DPI and District, and generally dealing with DPI / District in all matters in connection with our bid for the said Project.

We here by agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall be deemed to have been done by us.

These powers are granted by us and shall remaining force till the end and expiry of all the contract period and the fulfillment of contractual obligations and liabilities.

.....
Signature of the Bidder
Name and designation of the Bidder

Accepted
.....
Signature
Name, Title and Address of the Attorney Holder

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same be under common seal affixed in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.
2. Also, wherever required, the Service provider/Bidder should submit for verification the extract of the charter documents such as are solution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In the event of PA holder leaves his employment, the power of attorney should be given to the person filling his place without lapse of time.
4. The Power of Attorney should be notarized.

Details of Bidder

Sr.	Particulars	Details
1	Name	
2	Address of the office/s	
3	Date of incorporation and/or commencement of business.	
4	Number of Offices in the country	
5	Number of staff in the country	
6	Number of offices in Chhattisgarh	
7	Number of Staff in Chhattisgarh	
8	Brief description of the Bidder	

Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder:

Sr.	Particulars	Details
1	Name :	
2	Designation :	
3	Company :	
4	Address :	
5	Telephone Number :	
6	Fax Number :	
7	Mobile Number :	
8	E-Mail Address :	

Details of individuals who will serve as the point of contact / communication for the District:

Sr.	Particulars	Details
1	Name :	
2	Designation :	
3	Company :	
4	Address :	
5	Telephone Number :	
6	Fax Number :	
7	Mobile Number :	
8	E-Mail Address :	

Annexure – 4: Work Plan Time Schedule

Sl. No.	Item	Month-wise Program							
		1st	2nd	3rd	4th	5th	6th	7th	8th

B. A short note on the line of approach and methodology outlining various steps for performing the tasks.

C. Comments or suggestions on "Agreement."

Signature of the bidder
(Authorized representative)

Annexure – 5:Format of Price Bid

S.n	Name of the Block / District	Rate per Vidya Mitaan per month	Total Amount In Rs.	Amount In words

Note:

The above rate includes the total cost with facility management expenses/ all liable taxes/teachers salary not less than 60% of the above quoted rates.

Date
Place

Signature
Name and Designation

a. Price quoted should be inclusive of all taxes.
b. Price should be valid for atleast 90 days from the date of opening of the financial proposal.

Annexure – 6:Addresses of the districts

S.n.	District	Address	Nodal officer	Contact Number
1	Dantewara			
2	Sukma			
3	Bijapur			
4	Bastar			
5	Narayanpur			
6	Kanker			
7	Kondagaon			
8	Balrampur			
9	Surajpur			
10	Surguja			
11	Koriya			
12	Jashpur			

ANNEXURE 7: PRE-CONTRACT INTEGRITY PACT

(To be provided in original as part of Techno-Commercial Proposal)

GENERAL

1.1. This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made on .....day of the month ..... 20..... between, the Collector…….. acting through Shri. ..... (Designation of the officer, Department) (hereinafter called the "district authority", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to finalize the successful bidder to outsource teaching services and M/s .....represented by Shri ..... (hereinafter called the "BIDDER ", which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership firm, constituted in accordance with the relevant law in the matter and the District Collector is the concerned authority to perform on behalf of the DPI,

OBJECTIVES

NOW, THEREFORE, the District Collector and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the District Collector to obtain the desired Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDERs to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the RFP District Collector will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE district authority

The district authority commits itself to the following:-

3.1. The district authority undertakes that no official of the district authority, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The district authority will, during the pre-contract stage, treat BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERs.

3.3. All the officials of the district authority will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the District Collector with the full and verifiable facts and the same prima fade found to be correct by the district authority, necessary

Disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the District Collector and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the District Collector the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the district authority, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the district authority or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the district authority that the BIDDER in the original successful bidder for the outsourcing related tasks and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the District Collector or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the district authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the district authority as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

PREVIOUS TRANSGRESSION

1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

SANCTIONS FOR VIOLATIONS

1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the District Collector to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the District Collector and the District Collector shall not be required to assign any reason therefore.

(iii)To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the District Collector, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the District Collector in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the District Collector, along with interest.

(vi)To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the department resulting from such cancellation/rescission and the District Collector shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the School Education Department of Chhattisgarh for a minimum period of three years, which may be further extended at the discretion of the District Collector.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the District Collector with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the District Collector, or alternatively, if any close relative of an officer of the district authority has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of submitting RFP. Any failure to disclose the interest involved shall entitle the District Collector to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(xi)The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the District Collector, and if he does so, the District Collector shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the district resulting from such rescission and the District Collector shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

2. The decision of the District Collector to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

INDEPENDENT MONITORS

1. The District Collector will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub Successful bidder (s) with confidentiality.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the District Collector.

The Monitor will submit a written report to the designated Authority of District Collector /Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the District Collector /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the District Collector or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

VALIDITY

1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 1 year or the complete execution of the contract to the satisfaction of both the District Collector and the BIDDER whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact

at.....on.....

DISTRICT COLLECTOR BIDDER

Name of the Officer

Designation

Witness Witness

1)..... 1).....

2)..... 2)….....

Annexure-8: Draft Format of Contract Agreement

(To be made on Rs. 100.00 Non Judicial Stamp Paper)

Outsourcing of teaching services in selected Government High and Higher Secondary Schools of selected districts of Chhattisgarh

AGREEMENT

The agreement is made on this day _____2015, at Raipur (Chhattisgarh)

BETWEEN

Director, Directorate of Public Instruction, Chhattisgarh

represented by Collector…….District;

AND

--------- Successful bidder

Each of the parties mentioned above are collectively referred to as the '***Parties***' and individually as a '***Party***'.

The agreement shall include all particulars, contents, Annexure, Schedules and other specifications of the RFP;

WHEREAS:

A. Due to the implementation of different beneficially programs, the number of students being enrolled at secondary level is increasing every year. State has attempted to recruit teachers at secondary level to meet the requirements but not succeeded to get the required number of teachers to teach subjects like Mathematics, Physics, Chemistry, Biology, English and Commerce. This problem is more acute in the areas of Bastar and Surguja Division. The age of adolescence is very sensitive, and Government need the children to be engaged in meaningful and constructive activities in schools and not remain idle without subject teachers to teach them.

B. Many of the remote and affected areas have difficulty in attracting and retaining sufficient number of teachers due to high poverty and less facilities in such areas. Despite several attempts, there is difficulty in hiring qualified teachers in some subjects like Mathematics, Physics, Chemistry, Biology, English and Commerce.

C. To fulfill this responsibility, the state Government is proposing to provide teaching service in such areas of Bastar and Surguja Division through outsourcing as an alternative and temporary measure for a limited period till the state is able to recruit teachers in these areas through their regular process.

Scope of Work:

A. The current project is proposed strictly as an alternative and temporary measure for a limited period of time till the teachers can be recruited through regular process. The requirement is for providing teaching services wherever required by the concerned district. Presently, Lecturer, Panchayat is the name of post recruited by District Panchayats to teach different subjects at Government High and Higher Secondary schools, i.e. from class 9th to 12th. The present scale being given for this post is – 5300-15000-8300 which becomes 9300-34800+4300 after completing 8 years of service. The minimum qualification for getting posted as subject lecturer is to have Masters' degree in the concerned subject and B.Ed. They get around 15 thousand remuneration when they join the service.
B. The successful bidder will have to provide teaching services outsourced for the subject of Mathematics, Physics, Chemistry, Biology, English and Commerce. As the teaching services under RFP is for a limited period and outsourced till the District Panchayats are able to find suitable and interested candidates at their own who are willing to work in different remote areas, these services will be called as Vidya Mitaan.
C. If the dept. wishes then with mutual consent of the bidder and Collector, the men power can be extended upto 20% per Block. For this change, a proportionate security deposit as per the existing contract can be extended for this supplementary contract.
D. If by normal recruitment procedure by State Govt. / Department of Panchayat & Rural Development some of the vacancies will be filled, then such vacancies will be denotified The District Collector will reserve the right at any point of time to withdraw outsourcing teaching services for such denotified posts.

1. Duties and obligations of DPI **/ District Collector:**

1.1 DPI will clarify the doubts about the RFP by organizing pre-bid conference.
1.2 District Collector will share the details of teaching services required in different schools and the routes.
1.3 District Collector will issue the letter of Intent / work order within seven days or as soon as possible of the declaration of the successful bidder and shall indicate the specific date on which the successful bidder shall be required to place teachers in the selected subjects in selected schools of the block/blocks.
1.4 The District Collector will ensure that the successful bidder puts their subject-wise Vidya mitaan in schools within ten days of the issue of the letter of intent/ work order
1.5 DPI will develop code of conduct which will applicable to all Vidya Mitaan and the successful bidder.
1.6 District Collector will collect and compile the information regarding the attendance and performance evaluation scores of persons providing teaching service along with the payroll.
1.7 District Collector will pay the monthly fees as per the rates quoted and employees deployed by the successful bidder either through cheque or E-transfer with in 21 days of receipt of invoice after duly verifying the same.
1.8 District Collector will deduct the amount as per norms based on the absentee figures and other penalty as per approved conditions.
1.9 District Collector will form a team of monitors who will visit schools to monitor the performance of persons providing teaching services and monthly payments will depend

upon the results of evaluation of teachers done by the monitors with deductions up to 25% of the contracted amount on pro-rate basis. Evaluation shall be as per Annexure - 2B

1.10 The payment shall be deducted for number of non-working days excluding holidays declared by the school education department of teachers on a pro-rata basis from monthly stipulated amount.

1.11 For all purposes under section 8 of this document a decision taken by District Collector must have prior approval from DPI.

2. Duties and obligations of successful bidder:

2.1 The successful bidder will meet the District Collector to find out the school-wise requirements and details of the places where outsourcing is required.

2.2 Strategically find out a pool of resources ready to provide teaching services in different subjects as per requirement and also have a back-up support ready to serve any time.

2.3 Screen, verify, and deploy the qualified persons ready to provide teaching services in different identified schools.

2.4 Develop a system to manage for outsourcing of teaching staff and their timely release of minimum guaranteed payments, i.e. minimum 60% cash in hand of the total rate quoted deducting the management cost through E-transfer as per norms after deducting the agreed liabilities.

2.5 Operating through a local office within the state and submit the required performance security of 8 % of total contract value.

2.6 Raise the bills in triplicate along with the attendance sheet and reporting matrix duly verified by the school principal.

2.7 Achievements of school children in annual board exams in relevant subjects shall not be less than block level achievements in forms of pass percentages where ever the pass percentages of students in relevant subjects in lower than block average the DPI or the concerned Collector may ask the successful bidder to fix the responsibility replace the concerned teacher or teachers.

2.8 The provision for casual leave rules for outsourcing man power will be same as per Govt. employees.

2.9 Notwithstanding the procedure to release the payments, the successful bidder shall release the remuneration due to their Vidya Mitaan before 5th of every month after deducting statutory obligations as governed at that point of time. All types of financial releases from the concerned district to the successful bidder will be through electronic transfer or cheque and releases from the successful bidder to its employee shall be through electronic banking. The successful bidder shall also ensure that duly signed remuneration particulars are issued to all its employees engaged in schools with details of remuneration paid, particulars of statutory deductions, penalties for non performance and amount transferred to individual amount, etc.

2.10 The Successful bidder has to assure that there is a Vidya Mitaan placed well in time in place of the working Vidya Mitaan going on leave for more than one week. If the successful bidder doesn't provide a substitute, then apart from deduction in remuneration, penalty of Rs. 1500/- per day is imposed. The successful bidder has to assure that the deployed Vidya Mitaan don't take frequent and long leaves which damage the studies of students.

3. Indemnity

3.1 Successful bidder shall indemnify and hold the Director, Directorate of Public Instruction Chhattisgarh represented by Collector of the District, its subsidiaries, their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by its activities under this Agreement or by negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement. However any damage done knowingly or unknowingly to Government or public property by successful bidder or its subsidiaries and their successors and assigns, officers, employees and agents may be assessed by Collector or its representative and may be recovered as arrears of land revenue from the Successful bidder.

3.2 Each party shall indemnify the other party from any dispute or claim arising out of use of any third party material for infringement of any intellectual property rights, copyright law, or any other applicable legal framework for infringement of third party rights.

4. Governing Law and Jurisdiction :

4.1 The parties hereby agree that this Agreement and all questions arising with it are governed by and will be construed according to the laws from time to time in force in India and the State of Chhattisgarh and the parties irrevocably submit to the authority of the courts having jurisdiction in Chhattisgarh only.

5. Force Majeure:

5.1 Notwithstanding anything contained in the provisions of conditions of contract the successful bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purpose of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and not foreseeable. Such events may include disasters, fires, floods, epidemics. If a Force Majeure situation arises, the successful bidder shall promptly notify the district collector in writing of such conditions Unless otherwise directed by district collector in writing, the successful bidder shall continue to perform its obligations under the contract as far as is reasonable practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event. However Naxal activities and related incidents being a known factor shall not be counted as force majeure.

6. Severability:

6.1 In the event of any of these terms, conditions or provisions of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

6.2 The successful bidder and men power supplied by successful bidder have no right to disobey the rules or to damage any physical facility. The successful bidder will be liable to repay for such damage.

7. Confidentiality:

7.1 As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

7.2 The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.

7.3 At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

7.4 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

7.5 The obligations of confidentiality under this section shall survive rejection of the contract.

7.6 Any publicity by the bidder containing the name of DPI or the concerned District Collector should be done only with the explicit written permission from DPI or the concerned District Collector.

7.7 Data Rights-Data collected from schools will be the sole property of the Government only.

8. Termination Clause:

8.1 Right to Terminate the Process : District Collector reserves the right to cancel the contract entered into with successful bidder on behalf of Director Primary Instruction and recover expenditure incurred by DPI / concerned District Collector under the following circumstances:-

8.1.1 The successful bidder commits a breach of any of the terms and conditions of the bid.

8.1.2 The bidder goes into liquidation, voluntarily or otherwise.

8.1.3 An attachment is levied or continues to be levied for a period of seven days upon the effects of the bid.

8.1.4 If the successful bidder fails to complete the assignment as per the timelines prescribed in the RFP and the extension, if any, allowed, it will be a breach of contract. The District Collector reserve its right to cancel the issued order in the event of delay and forfeit the bid security as liquidated damages for the delay.

8.1.5 If deductions on account of liquidated damages /Penalty exceeds more than 10% of the total contract price.

8.1.6 In case the successful bidder fails to deliver the services as stipulated in the delivery schedule, District Collector reserve the right to procure the same or similar services from alternate sources at the risk, cost and the responsibility of the successful bidder .

8.2 After award of the contract, if the successful bidder does not perform satisfactorily or delays execution of the contract, District Collector reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, if engagement of successful bidder results in additional expenditure, the same shall be recoverable by DPI/ concerned District Collector. This clause shall be applicable, even if for any reason, the contract is cancelled.

8.2.1 Where despite the issuance of a default notice to the successful bidder by the DPI / Concerned District Collector and the successful bidder fails to remedy the default to the satisfaction of the DPI, the DPI / Concerned District Collector may, where it deems fit, issue to the defaulting party another default notice or proceed to take such action as necessary and available.

8.2.2 In case of any contradiction or difference in issued directions, Instructions guidelines or orders between the DPI or concerned Collector, the directions instructions guidelines or order issued by DPI shall be applicable.

8.3 DPI / concerned District Collector reserve the right to recover any dues payable by the successful bidder from any amount outstanding to the credit of the successful bidder , including the pending bills and/or invoking the bank guarantee under this contract.

8.4 **Consequences of Termination:** In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], DPI /Concerned District Collector shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the work [the Scope of work defined in the RFP].

8.5 Nothing herein shall restrict the right of DPI /Concerned District Collector to invoke the Bank Guarantee and other guarantees, securities furnished, enforce the Deed of

Indemnity and pursue such other rights and/or remedies that may be available DPI /Concerned District Collector under law or otherwise.

8.6 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

8.7 **Events of Default by the Successful bidder** : The failure on the part of the Successful bidder to perform any of its obligations or comply with any of the terms of this contract shall constitute an Event of Default on the part of the Successful bidder . The events of default as mentioned above may include inter-alia the following:

8.7.1 The Successful bidder has failed to perform any instructions or directives issued by the DPI which it deems proper and necessary to execute the scope of work under the Contract, or

8.7.2 The Successful bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the Successful bidder has fallen short of matching such standards/targets as the DPI /Concerned District Collector may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the Successful bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the DPI /Concerned District Collector

8.7.3 The Successful bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the DPI /Concerned District Collector despite being served with a default notice which laid down the specific deviance on the part of the Successful bidder to comply with any stipulations or standards as laid down by the DPI; or Concerned District Collector

8.7.4 The Successful bidder / Bidder's Team has failed to conform to any of the Service/Facility Specifications/standards as set out in the scope of the work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the DPI /Concerned District Collector during the term of this Contract and which the DPI /Concerned District Collector deems proper and necessary for the execution of the scope of work under this Contract;

8.7.5 The Successful bidder has failed to demonstrate or sustain any representation made by it in this Contract, with respect to any of the terms of its Proposal, the Tender and this Contract

8.7.6 There is a proceeding in bankruptcy, insolvency, winding up or there is an appointment of a receiver, liquidator, assignee, or similar official against or in relation to the Successful bidder .

8.7.7 The Successful bidder / Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.

8.7.8 Where there has been an occurrence of such defaults inter alia, as stated above, the DPI /Concerned District Collector shall issue a notice of default to the Successful bidder , setting out specific defaults / deviances / omissions and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

8.7.9 Where despite the issuance of a default notice to the Successful bidder by the DPI / Concerned District Collector and the Successful bidder fails to remedy the default to the satisfaction of the DPI, the DPI /Concerned District Collector may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the DPI /Concerned District Collector.

9. Liquidated damages:

9.1 Notwithstanding DPI/ Concerned District Collector reserves the right to cancel the order, liquidated damages for late placement of teaching services at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.

9.2 Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

9.3 DPI / Concerned District Collector reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by DPI/ Concerned District Collector to the bidder. Liquidated damages will be calculated on a per week basis and recovery would be done as per land revenue code(State Govt.).

10. **Conflict of interest**: The Bidder shall disclose to DPI in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

11. **"No Claim" Certificate:** The Successful bidder shall not be entitled to make any claim, whatsoever against DPI, under or by virtue of or arising out of, the contract, nor shall DPI entertain or consider any such claim, if made by the Successful bidder after it has signed a "No claim" certificate in favour of DPI in such form as shall be required by it after the work is finally accepted.

12. **Publicity:** The Successful bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the DPI first gives its written consent to the successful bidder .

13. **Representations & Warranties on Agreement:** In order to induce the DPI, to enter into this Contract, the Successful bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

13.1 That the Successful bidder is not involved in any major litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.

13.2 That the representations and warranties made by the Successful bidder in the proposal or will be made in this contract are and shall continue to remain true and fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the

Government of Chhattisgarh specifies to the contrary, the Successful bidder shall be bound by all the terms of the Proposal and the contract through the term of the contract.

13.3 That the Successful bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the Scope of Work stipulated in the Tender and this Contract.

13.4 That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

13.5 That the Successful bidder shall use such assets of the Government of Chhattisgarh as the Government of Chhattisgarh may permit for the sole purpose of execution of its obligations under the terms of the Proposal, Tender or this Contract. The Successful bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by the fact of such use or possession during or after the term hereof.

13.6 That the Successful bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Government of Chhattisgarh indemnified in relation thereto.

13.7 That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.

13.8 That all conditions precedent under the Contract has been satisfied.

13.9 That neither the execution and delivery by the Successful bidder of the Contract nor the Successful bidder 's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Successful bidder , (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the Successful bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Successful bidder .

13.10 That the Successful bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including, without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Successful bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

13.11 That the Successful bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its intellectual Property Rights, which are required or desirable for

the performance of its services under this contract and regarding the same the Successful bidder does not, so far as the Successful bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Successful bidder is aware, none of the Intellectual Property Rights, owned or enjoyed by the Successful bidder or which the Successful bidder is licensed to use, which are material in the context of Successful bidder 's business and operations for the performance of this contract are being infringed nor, so far as the Successful bidder is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Successful bidder by any person. All Intellectual Property Rights (owned by the Successful bidder or which the Successful bidder is licensed to use) required by the Successful bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Government of Chhattisgarh indemnified in relation thereto.

13.12 That time is the essence of the Contract and hence the Successful bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.

13.13 That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.

13.14 That in providing the Services, or deliverables or materials, neither Selected Bidder nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity;

14. **Dispute Resolution Mechanism:** The Bidder and the DPI shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

14.1.1 The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

14.1.2 The matter will be referred for negotiation/ mediation between Officer nominated by DPI and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

14.1.3 In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Raipur and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator, each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

14.1.4 The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided

herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

14.1.5 Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

15. Time Period of the Agreement: This agreement will be valid upto 31st March, 2017 and as per need it can be extended as per requirement for a period of three more months from the date it is signed off. It can be extended for another one year by mutual consensus.

During the validity of the agreement, either party can terminate the agreement by giving six months' notice. In the notice period, both parties will strive to bring the program to a smooth closure.

IN WITNESS WHEREOF the Parties have by duly authorized

Representatives set their respective hands and seal on the date first above

Written in the presence of:

For GOVERNMENT OF CHHATTISGARH.....	For successful bidder
_____ …… ……..	_____

Place: Dated:

Annexure-9: Format of letter of Intent

(On Office letterhead)

Letter No./ RFP/Outsourcing/2015-16 place/dated

To,

Subject: RFP No. for outsourcing of teaching staff.

Reference: You proposal submitted for the same.

With reference to the above, we are pleased to inform you that you have been selected to provide outsourcing services in the selected High and Higher Secondary Schools for different subjects as per requirement in the block/district you proposed. I am sure by now you have assessed the socio-cultural situation in the district and started the process of identifying the pool of resources to be deployed in designated areas.

This letter of intent is sent to you to award a work order against your proposal, as the RFP evaluating committee found your proposal suitable for our district. Within seven days of this notice, you are required to enter into the agreement with the District Collector to get the work order. You also need to submit all required documents along with the Performance guarantee. If any of the items is not provided within seven days of the date of this letter, we may proceed to award the contract to another successful bidder. If the successful bidder does not accept LoI or after accepting LoI does not enter into the agreement, within specified period the competent authority reserves the right to cancel the LoI issued to him and forfeit the EMD. The competent authority may also blacklist the bidder.

Should you have any questions, please contact the nodal officer …….(name, number, post and address) or the undersigned at ……. (telephone number).

Please return a copy of this letter acknowledging receipt as indicated below.

Sincerely

Signature & date

(Name and post)

Seal

Acknowledgement

We acknowledge the receipt of the letter of Intent No. ------- dated…….. on --------- (date). We will do all the required formalities as per RFP within one week and enter into the agreement mentioned in the RFP document.

Signed----------

Date----------

On behalf of (name of the authority)

Name of the successful bidder and seal

Check list for submission of RFP

#	**Check list of document**	**Yes/ No**
1	RFP document cost of Rs. 500/- per bid ***(Block /Group of Block)*** in the form of DD	
2	Local office proof or affidavit for opening an office within 10 days of award of the work	
3	Certificates – Registrar of firms and societies, ESI & all other essential registrations/ certificates required for providing outsourcing services	
4	All essential Licenses required for outsourcing services	
5	Declaration about not blacklisted or no police case for corrupt practices	
6	Audited balance sheet & Income Tax returns of three financial years	
7	Scanned copy of PAN card	
8	An EMD of Rs. 1 lakh per block in original in the form of a demand draft from a nationalized/ scheduled bank located in India.	
9	Relevant experience certificates	
10	Annual turnover statement for last 3 years exclusively for outsourcing assignments certified by Chartered Accountant	
11	Letter of comfort/ good standing from different customer organizations	
12	Detailed work plan along with time schedule for execution of work	
13	Pre contract integrity pact duly signed by both parties	

This checklist is just for the convenience of the bidder. Bidders must go in detail to verify whether everything is covered or not.