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 fifteen 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.

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

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 50% 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 5 % 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 *within 7 days from the date of intimation*, then apart from deduction in remuneration, penalty of Rs. 1500/- *per day from the date of absence will be* 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**.** The

successful bidder has to assure that the deployed Vidya Mitaan don't take frequent and long leaves which damage the studies of students.

2.11 At least 40% of the total "Vidya Mitaan" deployed by the successful bidder shall be domicile of Chhattisgarh. This 40% shall be computed in total basis, meaning that in case a bidder manages to secure work in more than one block, then this 40% will be computed in total for both the blocks and not in each individual block separately. Even if after 40% of minimum limit, any local qualified candidate will be available than successful bidder will compulsorily recruit or appoint them as Vidya Mitaan.

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.