

**CENTRAL BOARD OF SECONDARY EDUCATION  
PREET VIHAR, DELHI-92**

Tender No. 001/2015/Rectt. Cell

Dated : 31/03/2015

**Bid Document**

**“Tender for Providing Manpower Services”**

(Visit us at [www.cbse.nic.in](http://www.cbse.nic.in))

(March, 2015)

Price : Rs. 1000/- only

**CENTRAL BOARD OF SECONDARY EDUCATION  
PREET VIHAR, DELHI-92**

Tender No. 001/2015/Rectt. Cell

Dated : 31/03/2015

**TENDER DOCUMENTS FOR**

“Providing Manpower Services”

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PREET VIHAR, DELHI-92**

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**BRIEF INFORMATION ON BID DOCUMENT**

Tender No.	001/2015/Rectt. Cell
Duration of Contract	One year from the date of agreement, which is extendable subject to satisfactory services
Start Date and time of submission	At 10:30 hours of 01/04/2015
Last Date and time of submission	At 15:00 hours of 10/04/2015
Date of opening Technical Bid	At 16:00 hours of 10/04/2015
Date of opening of Financial Bids for technically qualified bidder	To be notified later
EMD	Rs. 1,00,000/- (Rupees One Lakh only) in the form of crossed Demand Draft/Bankers' Cheque from any scheduled bank in favour of "Secretary, CBSE" payable at Delhi
Cost of Tender Document	Rs. 1,000/- (Rupees One Thousand only)
Validity of Bid	90 Days
Total Number of pages of Tender Document alongwith annexure.	55
Address and Venue of submission of Bids	Reception Counter, Central Board of Secondary Education, 2, Community Center, Preet Vihar, Delhi-92.

**CENTRAL BOARD OF SECONDARY EDUCATION  
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**SECTION – 1**  
**(Notice Inviting Tender)**

**CENTRAL BOARD OF SECONDARY EDUCATION  
PREET VIHAR, DELHI-92**

Tender No. 001/2015/Rectt. Cell

Dated : 31/03/2015

**NOTICE INVITING TENDER**

**Earnest Money Deposit: Rs.1,00,000/- (Rupees One lakh only)**  
**Tender Document Cost: Rs.1,000/- (Rupees One thousand only)**

The Central Board of Secondary Education, Delhi invites sealed bids under two bid system from registered and authorized firms/ agencies for providing the manpower services for its Delhi offices of the Board.

Sealed bidding documents (Technical Bid and Financial Bid alongwith EMD) duly filled in as per the instructions of the Tender Document should be addressed to the Secretary, Central Board of Secondary Education, 2, Community Center, Preet Vihar, Delhi and must dropped in the tender-box latest by 15:00 hours 10/04/2015.

The sealed bidding documents should be dropped in the tender-box placed at Reception Counter, Headquarter Building by the stipulated date and time. Tender Documents may be collected from Section Officer (Recruitment Cell), Room No. 306, 3<sup>rd</sup> Floor, Central Board of Secondary Education, 2, Community Center, Preet Vihar, Delhi-92 on payment of Tender Cost of Rs.1,000/- through Bank Draft in favour of "Secretary, CBSE", payable at Delhi on any working day between 3.00 pm to 5.00 pm.

The tender documents may also be downloaded from this office website [www.cbse.nic.in](http://www.cbse.nic.in) Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs.1000/- through Bank Draft alongwith the Bidding Documents and EMD.

The Technical Bids shall be opened in the Committee Room of the Central Board of Secondary Education, Delhi on 10/04/2015 at 16:00 hours by the Committee authorized by the competent authority of the Board in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

The Secretary, CBSE reserves the right to reject any or all the bids without assigning any reason and the decision of the Secretary, CBSE shall be final and binding.

**(Ranvir Singh)**  
**Joint Secretary (A&L)**  
**Phone : 011-22517252**

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**SECTION – 2**  
**(Bid Submission Form)**

**CENTRAL BOARD OF SECONDARY EDUCATION  
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Annexure-IV

**BID SUBMISSION FORM**

Date:

**LETTER OF BID**

To

The Secretary,  
Central Board of Secondary Education,  
2, Community Center,  
Preet Vihar, Delhi-92.

Ref: Invitation for Bid No. Tender 001/2015/Rectt. Cell dated 31/03/2015

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing manpower services for the offices of Central Board of Secondary Education located at Delhi/New Delhi.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

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

Full Name and Designation

(To be printed on Bidder's letterhead)

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**SECTION – 3**  
**(Instructions to the Bidders)**

**CENTRAL BOARD OF SECONDARY EDUCATION**  
**PREET VIHAR, DELHI-92**

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**INSTRUCTIONS TO THE BIDDERS**

**1. GENERAL INSTRUCTIONS**

- 1.1 For the Bidding / Tender Document Purposes, 'Central Board of Secondary Education' shall be referred to as 'CBSE' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
- 1.2 The sealed bidding documents should be dropped in the tender-box placed at Reception Counter, Headquarter Building by the stipulated date and time. Tender Documents may be collected from Section Officer (Recruitment Cell), Room No. 306, 3<sup>rd</sup> Floor, Central Board of Secondary Education, 2, Community Center, Preet Vihar, Delhi-92 on payment of Tender Cost of Rs. 1,000/- through Bank Draft in favour of "Secretary, CBSE", payable at Delhi on any working day between 3.00 pm to 5.00 pm.
- 1.3 The tender documents may also be downloaded from this office website [www.cbse.nic.in](http://www.cbse.nic.in) Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs.1000/- through Bank Draft alongwith the Bidding Documents and EMD.
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the CBSE. **NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.8 The Bidding Company should only be a Limited/Private Limited Company, registered under the Companies Act, 1956. Bidding in the form of Proprietorship Company/JV Consortium is not permitted.
- 1.9 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Central Board of Secondary Education, Delhi.
- 1.10 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Central Board of Secondary Education. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.11 The requirements of manpower is tentative and may increase or decrease at the sole discretion of the competent authority of the CBSE.

# CENTRAL BOARD OF SECONDARY EDUCATION

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### 2. MINIMUM ELIGIBILITY CRITERIA

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

- a. **Location** : The Registered or Branch Offices of bidder should be located either in Delhi/New Delhi.
- b. **Legal Valid Entity** : The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/consortium, Proprietorship, Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.
- c. **Registration**: The Bidder should be registered with the Income Tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation.
- d. **Clearance** : The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.
- e. **Experience**:
  - i) The Bidder should have experience of minimum 02 works with Govt. Ministries/PSUs/Autonomous Bodies during the last two years.
  - ii) The Bidder should have at least five years experience in providing manpower to Public Section Companies/Banks and Government Departments etc.
- f. **Turnover** : The Bidder should have a minimum financial turnover of Rs. 2 crores per annum during the last two financial years.

#### 2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(b), attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copies of PAN, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copies of Clearance Certificate (Last two years returns) from Sales/Service Tax Department, Income Tax Department shall be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(e), attested copy of experience certificates for completed work issued by the Government Ministries/PSUs/Autonomous Bodies/Public Sector Companies/Bank and Government Departments etc. shall be acceptable.
- (v) Attested copy of the audited balance sheets for the completed two financial year i.e. for 2013-14 and 2014-15 (However, in support of 2014-15, an attested and signed copy of provisional balance sheet shall be acceptable).
- (vi) Attested copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.

### 3. EARNEST MONEY DEPOSIT:

- 3.1 This bids should be accompanied by an Earnest Money Deposit of Rs.1,00,000/- (Rupees One Lakh only), refundable (without interest) in the form of Demand Draft/Pay Order of any scheduled bank at Delhi.

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- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 The bid security may be forfeited:
  - (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - (ii) In case of successful bidder, if the bidder
    - (a) Fails to sign the contract in accordance with the terms of the tender document
    - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the CBSE.
    - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

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

- 4.1 Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Bids.
- 4.2 In case CBSE calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The CBSE may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

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

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

Documents comprising the Bid :

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead (Section 1).
- b. Signed and Stamped on each page of the tender document.
- c. Contact Details Form, duly filled and signed (Section 6.1)
- d. Financial Capacity form – filled in signed and stamped (Section 6.2)
- e. Earnest Money Deposit of Rs.1,00,000/-
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-2 (para 2 and 2.1 above).

The Technical Bid should then be kept in a separate sealed envelope, superscribed as "Technical Bid for Tender No.418/GS/52011 dated 06.09.2011 with the Name and address of the Bidder.

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- 5.3 **Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document (Section 7). Then the financial bid should be kept in a separate sealed envelope, superscribed "Financial Bid for Tender No. 001/2015/Rectt. Cell dated 31/03/2015 with the Name and address of the Bidder.

### **6. SUBMISSION OF BIDS**

- 6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed.
- 6.2 The Bid shall be dropped in tender-box not later than 15:00 hours of 10/04/2015 addressed to the Secretary, Central Board of Secondary Education, 2, Community Center, Preet Vihar, Delhi.
- 6.3 Bids must dropped in tender-box placed at Reception Counter, Headquarter Building by the stipulated date and time. No Bid shall be accepted after the aforesaid date and time.
- 6.4 **Late Bids :** Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

### **7. BID OPENING PROCEDURE**

- 7.1 The Technical Bids shall be opened in the Committee Room of the Central Board of Secondary Education, Delhi on 10/04/2015 at 16:00 hours by the Committee authorized by the competent authority of the Board in the presence of such bidders who may wish to be present or their representatives.
- 7.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.
- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.

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7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.

7.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

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

8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the CBSE may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the CBSE shall not be considered. The CBSE's request for clarification and the response shall be in writing.

8.2 If a bidder does not provide clarifications of its bid by the date and time set in the CBSE's request for clarification, its bid may be rejected.

8.3 CBSE also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

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

9.1 The CBSE shall follow two bid system where the technical bid and financial bid shall be evaluated separately.

9.2 The tendering evaluation shall be done on weightage with 60% to Technical Evaluation and 40% to financial evaluation.

9.2.1 The technical bid evaluation shall be done based on the following criteria:

9.2.2 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

<b>(i)</b>	<b>Number of years in Operations</b>	<b>Max 25 Marks</b>
(a)	Less than 5 years	00 Marks
(b)	5-10 years	10 Marks
(c)	10-15 years	15 Marks
(e)	15 years and above	25 Marks
<b>(ii)</b>	<b>Turnover (Last Financial Year)</b>	<b>Max. 25 Marks</b>
(a)	Less than 2 crores	00 marks
(b)	2-5 crores	10 Marks
(c)	5-10 crores	15 Marks
(d)	10-15 crores and above	25 Marks
<b>(iii)</b>	<b>Number of Manpower on roll</b>	<b>Max. 25 Marks</b>
(a)	Less than 500	05 Marks
(b)	500-1000	10 Marks
(c)	1000-1500	15 Marks
(d)	1500 and above	25 Marks
<b>(iv)</b>	<b>Quality Related Marks</b>	<b>Max. 25 Marks</b>
(a)	ISO (Less than 5 years)	05 Marks
(b)	ISO (5-10 years)	10 Marks
(c)	SA 8000	05 Marks
(d)	OHSAS 18001	05 Marks

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- 9.2.3 A Bidder should secure mandatorily a minimum of 60% marks (i.e. 60 marks out of total 100 marks as per para 9.2.2) in Technical Evaluation in order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.
- 9.2.4 The total marks obtained by a Bidder in the technical bid (as per 9.2.2) shall be allocated 60% of technical weightage and the financial bids shall be allocated 40% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

**Illustration 1 (for Technical Weightage)**

*If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 9.2.2, his technical **evaluation value shall be: 48** i.e. {80 x 60%}*

- 9.2.5 The Bidder shall be required to produce attested copies of the relevant documents in support of 9.2.2 in addition to the documentary evidences of para 2.1 for being considered during technical evaluation.
- 9.3 A substantially **responsive bid** shall be one that meets the requirements of the bidding document in **totality i.e. by following the procedures of para 9**. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.
- (i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.
  - (ii) Receipt of valid EMD with requisite amount in acceptable format.
  - (iii) Documents in proof of meeting the minimum eligibility criteria.
  - (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.
- 9.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. CBSE shall intimate the bidders, the time/ venue for the financial Bid opening in written communication.

**10. FINANCIAL BID OPENING PROCEDURE**

- 10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.
- 10.3 Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.
- 10.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 10.5 The Administrative Charges, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final Administrative Charges would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

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10.6 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) shall be decided only after following due procedure as explained in para 11.

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

11.1 The Bidders are advised to quote their Administrative Charges in Percentage in Financial Bid for financial evaluation.

11.2 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 40% of weightage.

11.2 The Bidder with the lowest Administrative Charges (L1) shall be assigned full 40 marks (i.e. 40% × Administrative Charges) and his total scores of the bid shall be as per Illustration 2 below:

**Illustration 2**

*If the Bidder at Illustration 1 is L1 Bidder and quoted Administrative Charges @5% for being L1, then his total value shall be 88 i.e. (48 Technical Value + 40 Financial Value)*

11.3 The financial scores of the other bidders (i.e. L2, L3...ad so on) shall be computed as under and as explained at Illustration 3 below:

$$40 \times \text{Lowest Value (L1 Administrative Charges)} / \text{Quoted Value (L2 OR L3..)}$$

**Illustration 3**

*If the Bidder at Illustration 1 is L2 Bidder and he quoted Administrative Charges @8%, therefore 40% being the weighted value, the financial scores for L2 shall be computed as under*

$$40 \times 5 (\text{lowest Admn Charges L1}) / 8 (\text{quoted Admn. Charges - L2}) = 25 (\text{financial score})$$

*Therefore L2 Bidder shall have total value of 73 (48 Technical Value + 25 Financial Value)*

11.4 The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.

11.5 The Bidder meeting the minimum eligibility criteria and with the **highest marks/rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible L1 Bidder for further process.

11.6 If there is a discrepancy between words and figures, the amount in words shall prevail.

**12. RIGHT OF ACCEPTANCE:**

12.1 The Central Board of Secondary Education reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Secretary, CBSE in this regard shall be final and binding.

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

**13. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**

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

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

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

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**SECTION – 4**  
**“GENERAL CONDITIONS OF CONTRACT”**  
**(GCC)**

**CENTRAL BOARD OF SECONDARY EDUCATION  
PREET VIHAR, DELHI-92**

Tender No. 001/2015/Rectt. Cell

Dated : 31/03/2015

**1. DEFINITIONS**

**1.1 General**

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

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably. Party The word
“party”	means the Successful Bidder to whom the work of providing manpower services has been awarded and the CBSE “Central Board of Secondary Education”.
Letter of Acceptance	Shall mean the intent of the CBSE to engage the successful bidder for providing manpower services in its premises
Notice to Proceed	Shall mean the date at which the manpower services are to commence in CBSE’s premises
‘Confidential Information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business /assets of CBSE including the information having the commercial value.
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing manpower services in CBSE’ premises has been awarded.

**1.2 CONFIDENTIALITY**

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

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

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

- 2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to 10% of the accepted contract value in favour of Secretary, Central Board of Secondary Education, Delhi payable at Delhi.
- 2.2 The Bank Guarantee can be forfeited by order of the Secretary, Central Board of Secondary Education in the event of any breach or negligence or nonobservance of any terms/condition of contract or for unsatisfactory performance or for nonacceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Central Board of Secondary Education sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
  - a) If the contractor is called upon by the competent authority of Central Board of Secondary Education to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Central Board of Secondary Education shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
  - b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

### **3. NOTICE TO PROCEED**

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

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

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 CBSE shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from CBSE, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the CBSE shall sign the Contract agreement and return a copy of the same to the successful bidder.

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**5. SERVICES REQUIRED BY THE CBSE**

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

**6. COMMENCEMENT OF SERVICES**

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

- 6.1 Submission of Performance Bank Guarantee in accordance with Clause 2 (Section4).
- 6.2 The Contractor shall commence manpower services in CBSE's premises within 30 days from the date of receipt of Notice to Proceed as set out in Clause 3 (Section 4)

**7. CONTRACTOR'S OBLIGATIONS**

- 7.1 The Contractor shall provide manpower services at CBSE's premises as per Schedule of Work / Requirements (Section 4) which may be amended from time to time by the CBSE during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the CBSE from time to time.
- 7.2 The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the CBSE shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
- 7.3 The Contractor shall submit to CBSE the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.
- 7.4 The Contractor shall produce to the CBSE the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel. No cost directly or indirectly be charged from the personnel deployed in CBSE.
- 7.5 The CBSE shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the CBSE, emergencies, exempted.
- 7.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the CBSE shall own no liability and obligation in this regard.
- 7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.

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- 7.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.9 The personnel of the Contractor shall not be the employees of the CBSE and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the CBSE shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 7.11 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.
- 7.12 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.13 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.14 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the CBSE.
- 7.15 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

**7.16 CONTRACTOR'S PERSONNEL**

- 7.16.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the CBSE premises and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.

**8. CONTRACTOR'S LIABILITY**

- 8.1 The Contractor shall completely indemnify and hold harmless the CBSE and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the CBSE.
- 8.2 The Contractor shall not be liable in any way whatsoever and the CBSE hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
- 8.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower Services to the CBSE.

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- 8.3 The Contractor shall not Sub-Contract or Sublet, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, CBSE shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the CBSE may sustain in consequence or arising out of such replacing of the contract.

**9. CBSE'S OBLIGATIONS**

- 9.1 Except as expressly otherwise provided, the CBSE shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Contractor's employees to carry out the Services.
- 9.2 The CBSE shall comply with and fulfil the recommendations (if any), if deemed necessary by the CBSE, made in writing by the Contractor in connection with the performance of the Services. The CBSE shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the CBSE becomes aware of them.
- 9.3 To enable the Contractor to provide the manpower services, the CBSE shall ensure that their staff is available to provide such assistance.
- 9.4 The CBSE shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The CBSE does not recognize any employee employers relationship with any of the workers of the Contractor.

**10. VALIDITY OF CONTRACT**

The contract, if awarded, is likely to commence from 01.04.2015 shall be initially for a period of one year subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the CBSE shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the CBSE. The initial period of one year can be further extended, subject to satisfactory services at the sole discretion of the office of the CBSE.

**11. PAYMENTS**

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the CBSE for the manpower services.
- 11.2 The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 11.3 The Contractor shall raise invoice per month and submit the same to CBSE by 5<sup>th</sup> of every following month. The CBSE shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.

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- 11.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the CBSE during the period.
- 11.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the CBSE, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.6 In addition to the Contract payments, the CBSE shall pay for any additional services required by the CBSE, which are not specified in the Price Schedule.
- 11.7 All payments shall be made in Indian Currency by means of an Account Payee Cheque.
- 11.8 CBSE shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. CBSE shall provide a certificate certifying the deduction so made.
- 11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

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

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

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

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

- 12.2 the date of commencement of the event of Force Majeure;
- 12.3 the nature and extent of the event of Force Majeure;
- 12.4 the estimated Force Majeure Period,
- 12.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

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- 12.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 12.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

**13. TERMINATION**

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

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

**14. DISCLAIMER**

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

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

**15. INSOLVENCY**

- 15.1 The Secretary, Central Board of Secondary Education may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

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

**16. CURRENCIES OF BID AND PAYMENTS**

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

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

- 17.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the CBSE in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.
- 17.2 **Jurisdiction of Court :** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

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**SECTION – 5**  
**“SPECIAL CONDITIONS OF CONTRACT”**  
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1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section 3 and General Conditions of the Contract (GCC) as contained in Section 4.

**2. INDEMNIFICATION:**

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

**3. LABOUR LAW COMPLIANCES**

- 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. CBSE may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
  - (a) All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and CBSE shall not incur any liability or additional expenditure whatsoever for personnel deployed.
  - (b) It is mandatory that the employees must be paid through bank/cheques only.
- 3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to CBSE every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.
- 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to noncompliances of labour or other related laws.
- 3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- 3.5 The Contractor shall submit periodical returns as may be specified from time to time.

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**4. OFFICIAL RECORDS :**

- 4.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in CBSE's office.
- 4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in CBSE's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- 4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to CBSE a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC /EPFO Commissioners.
- 4.4 Each monthly bill must accompany the:
  - (a) List of employees with their date of engagement
  - (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
  - (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC
  - (d) Declaration of the Contractor regarding compliance of clause 8.3 Amount of EPF/ ESIC
- 4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

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**SECTION – 6**

**“SCHEDULE OF WORKS/ REQUIREMENTS”**

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In this Schedule of Requirements, the details of manpower services to be provided by the Contractor and also other information, instructions of the CBSE and instructions to the Contractor's employees posted at the CBSEs' offices and all such other aspect of the Contracts are to be mentioned.

### **1. GENERAL INSTRUCTIONS**

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

### **2. SUPERVISION**

- 2.1 The Contractor shall depute one full time Supervisor in CBSE's office, who shall ensure that all the duties as may be assigned differently by the CBSE to various categories of manpower are performed by them in the desired manner of CBSE, failing which it shall invite penalties as prescribed in the following paragraphs.
- 2.2 The Contractor's Supervisor shall be the first line of contact for CBSE, who shall report to the designated officers of CBSE for all requirements.
- 2.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the manpower are fulfilled through Contractor or its Supervisor.
- 2.4 The Contractor shall ensure that the Supervisor is not below the level of Executive/HR who is well versant with all HR related requirements and who should be prompt enough to initiate all required action.

### **3. DEPLOYMENT OF MANPOWER**

- 3.1 The Central Board of Secondary Education located at Preet Vihar, Delhi-92, requires the services of reputed, well established and financially sound manpower Companies/Firms/Agency/Contractor to provide manpower as per **Annexure-A**.
- 3.2 The manpower appointed in different categories shall be deployed by the CBSE for the work in offices located at Delhi/New Delhi.

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- 3.4 The manpower deployed shall be required to report for work at 9000 hrs and would leave at 1730 hrs. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one day wage shall be deducted. In case of repetition of such instances, clause 3.5 will be applicable.
- 3.5 The selected contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. **The delay by the Agency in providing a substitute beyond two working days shall attract liquidated damages @ Rs. 200/- per day (per such case) on the service-providing contractor, besides deduction in payment on pro-rata basis.**

**4. PENALTIES**

- 4.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 5<sup>TH</sup> of every month, failing which penalty of Rs.1000/per day will be imposed upto 15<sup>th</sup> of the month and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The CBSE will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- 4.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the CBSE, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the CBSE and if no action is taken immediately, penalty of Rs.1000/per day per complaint will be imposed by invoking penalty clause.
- 4.3 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of workers / supervisors / managers are less than specified number as mentioned in the contract, a penalty of Rs.500/per absentee per day shall be deducted from the bill(s).
- 4.4 In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the CBSE, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 4.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the CBSE shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the CBSE.

**5. SCOPE OF WORK CONTRACTOR**

- 5.1 Contractor must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the CBSE for such items.

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- 5.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at CBSE Preet Vihar office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force CBSE to deduct a proportionate amount from the bills, as decided by the competent authority of CBSE.
- 5.3 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at CBSE after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the CBSE and shall also intimate changes in addresses of the staff as and when they take place.
- 5.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to CBSE. It shall totally indemnify CBSE in this regard.
- 5.5 Contractor should at all times indemnify CBSE against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. CBSE will not own any responsibility in this regard.
- 5.6 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite qualification, experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify CBSE in all respects under this contract.
- 5.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at CBSE premises or on duty at any time during performance of their duties.
- 5.8 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 5.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
- 5.10 The payments to its employees shall be disbursed by the Contractor in the presence of the representative of CBSE who shall sign the payment register in token of having disbursed the salary in his presence by Contractor.

# **CENTRAL BOARD OF SECONDARY EDUCATION**

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### **6. SCOPE OF WORK – FOR SERVICES**

- 6.1 Contractor's personnel shall be deployed at offices of Central Board of Secondary Education located at Delhi/New Delhi/NCR.
- 6.2 While providing all the Services, Contractor shall ensure that all duties are performed invariably as per the desired standards of the CBSE, failing which it shall invoke penalty clauses of this Bidding Document.
- 6.3 The Contractor shall also ensure that for different services, only such smart, intelligent, experienced and with thorough academic qualifications are deployed in CBSE's premises who can cater to the requirements of CBSE's standards, failing which it shall be liable for Contractor to provide replacement immediately.

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

The Contractor shall strictly observe that its personnel:

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

### **CONFIDENTIALITY**

- ☞ The phone number and movement plans of the CBSE shall not be given to anyone.
- ☞ The following information about the CBSE shall not be given to anyone.
  - Car make, color and number of any officer(s)/official(s).
  - Telephone no./ any other information.
  - Location and movement plans.
  - Meetings and conference schedules.
  - Site plan of the premises.
  - Travel details of the CBSE.
  - Assets of the office.

### **TELEPHONE HANDLING**

- ☞ The following information about the CBSE shall not be given to anyone.
- ☞ The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the CBSE.

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**SECTION – 7**  
**“TECHNICAL BID FORM”**

**CENTRAL BOARD OF SECONDARY EDUCATION  
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Tender No. 001/2015/Rectt. Cell

Dated : 31/03/2015  
Annexure-I

**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

**For Providing Services of Manpower to Central Board of Secondary Education**

1. Name of Tendering Company/ Firm / Agency : \_\_\_\_\_  
(Attach certificate of registration with statutory authorities)
2. Name of proprietor/Director(s)/partners 1. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_  
of Company/Firm/agency 2. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_  
3. \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_
3. Full Address of Regd. Office \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
FAX No.: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
4. PAN / GIR No. \_\_\_\_\_  
(Attach self attested copy)
5. Service Tax Registration No. \_\_\_\_\_  
(Attach self attested copy)
6. E.P.F. Registration No. \_\_\_\_\_  
(Attach self attested copy)
7. E.S.I. Registration No. \_\_\_\_\_  
(Attach self-attested copy)
8. Financial turnover of the tendering Company / Firm / Agency for the last 2 Financial Years:  
(Attach supporting documents)

Financial Year	Amount (Rs.)	Remarks, if any
2013-14		
2014-15		

9. Give details of the major similar contracts handled by the tenderer in PSUs and Government Departments during the last two years in the following format. (attach attested copies of work orders)

S.No.	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs.lacs)	Duration of Contract		Nature of contract
			From	To	
1					
2					
3					

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

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10. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Date:

Name: \_\_\_\_\_

Place:

Seal: \_\_\_\_\_

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**SECTION – 8**  
**“FINANCIAL BID FORM”**

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Annexure-III

**FINANCIAL BID**

(To be enclosed in a separate sealed envelope)

**For Providing Services of Manpower to Central Board of Secondary Education**

1. Name of Tendering Company/ Firm / Agency : \_\_\_\_\_
2. Details of Earnest Money Deposit : Rs. \_\_\_\_\_  
D.D. No. \_\_\_\_\_ / P.O. No. & Date : \_\_\_\_\_  
Drawn on Bank : \_\_\_\_\_
3. The components of rates per employee shall comprise such statutory payments & liabilities as applicable on date and revised from time-to-time as under-

S. No.	Components of Rates	
1.	Employees Provident Fund @	
2.	Employees State Insurance @	
3.	Payment of Bonus as per Bonus Act as applicable	
4.	Service Tax Liability @ %	

**No deduction except EPF & ESI contribution is to be made from the wages specified for each post. The payment to the contract staff will be made by the tenderer by way of ECS/A/c payee cheque only.**

It shall be presumed that the tenderer shall be liable to make payments to the contract employee as per the above statutory liabilities and claim the same from the Board. The incidence of the above statutory payments shall be worked out by the Board & the tenderers need not quote against the same.

**(b) Administrative Charges:- The tenderer shall be required to quote only administrative charges for contract employees which shall be the deciding parameters for the award of the contract.**

<b>Administrative Charges in % of the wages of the contract staff</b>	
---	--

Signature of Authorized Person

Date: \_\_\_\_\_ Full Name: \_\_\_\_\_

Place: \_\_\_\_\_ Seal : \_\_\_\_\_

**Notes:**

The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each deployed person during the month.

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**SECTION – 9**

**“FORMS”**

**CENTRAL BOARD OF SECONDARY EDUCATION  
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Annexure-II

**DECLARATION**

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

Signature of Authorized Person

Date: Full Name : \_\_\_\_\_

Place: Seal : \_\_\_\_\_

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Annexure-V

**PERFORMANCE SECURITY BOND FORM**

In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said Contractor(s)') from the demand, under the terms and conditions of an agreement/(Purchase Order) No. \_\_\_\_\_ Dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called 'the said Agreement'), of performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for \_\_\_\_\_ we, (Name of the bank) \_\_\_\_\_ contractor(s) do hereby undertake to pay to the CBSE an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the CBSE by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the CBSE stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the CBSE by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the CBSE in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

3. We undertake to pay to the CBSE any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) \_\_\_\_\_ Further agree that the guarantee herein contained shall remain in full force and effect during for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligations. And that it shall continue to be enforceable till all the dues of the CBSE under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (CBSE) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(S) and accordingly discharge this guarantee.

5. We (Name of the bank) \_\_\_\_\_ further agree with the CBSE that the CBSE shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the CBSE Against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract(s) or for any forbearance, act or omission on the part of the CBSE or any indulgence by the CBSE to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).

7. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CBSE in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, Two thousand fifteen

For \_\_\_\_\_  
(Indicate the name of the bank)

Witnesses:-

1. Telephone No.(s): \_\_\_\_\_  
STD Code-FAX No. : \_\_\_\_\_  
E-Mail Address:- : \_\_\_\_\_

2.

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Annexure-VI

**CONTRACT FORM**

1. This agreement is made this day.....between ....., herein after called “ name of company” the first party which expression shall include his heirs, executors and administrators/ their successors and Central Board of Secondary Education, herein after called “CBSE”, the second party, through JS (A&L), CBSE (HQ), New Delhi herein after include his successors and assignees, shown as under :-

2. That WHEREAS the first party shall and will services of the manpower details of which are given in Annexure-A to this office tender notice.....dated .....at the rated quoted by .....vide their tender.....dated ..... and as per all the terms and conditions given in Notice Inviting Tender (NIT) and the aforesaid tender notice dated.....which shall become part and parcel of this agreement.

3. That the first party would raise demand and the payment shall be done in accordance with Clause 4 of ‘Schedule Of Works/ Requirements’ (Page No. 31), of aforesaid tender document.

4. The Performance Security Bond would be encashed by second party in case first party fails to deliver items and/or breaches terms & condition of the aforesaid tender document.

5. In accordance with the Tender document No. .... this agreement is made for a period of one year from....., as in Clause 10 of ‘GENERAL CONDITIONS OF CONTRACT’ (Page No. 22) of the tender document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS .....DAY OF.....2015.

Witness for Contractor

1.

2.

Witness for CBSE

1.

2.

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Annexure-VII

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in the tender of \_\_\_\_\_**

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below :-

Order of Preference	Name	Specimen signature
I		
II		

Alternate Representative

\_\_\_\_\_  
Signatures of Bidder

Or

Officer authorized to sign the bid documents on behalf of the bidder.

**Note:**

1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

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Annexure-VIII

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2015, between, on one hand, the Central Board of Secondary Education acting through Joint Secretary (A&L) (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the first part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, chief executive officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires , his successors and permitted assigns )of the second part .

WHEREAS the BUYER proposes to obtain manpower services through outsourcing & the BIDDER /SELLER is willing to offer /has offered to provide the same.

WHEREAS the BIDDER is a private company /public company /Government /undertaking /partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an autonomous organization performing its functions on behalf of the MHRD, Govt. of India.

Now, THEREFORE,

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 currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired manpower services 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

Enabling the BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures .

The parties hereby agree to enter into this integrity pact and agree as follows:-

**1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or accept, directly or through intermediaries, any bribe, consideration, gift, reward favor 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.
- 1.2 The BUYER will, during the pre- contract stage treat all 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 other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.

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2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER 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 BUYER the proceedings under the contract would not be stalled.

3. **COMMITMENT OF BIDDERS**

The BIDDERS commit itself to all take all measures necessary to prevent corrupt practices, unfair means and illegal activates 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:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding 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.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract 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 for bearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payment to be made by them to agents/brokerage or any other intermediary, in connection with this bid/contract.

3.5 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 BUYER or their family members agents, brokers or any other intermediaries in connection with the contract details or/and the services agreed upon for such payments.

3.6 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.

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

3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the BUYER as part of the business deal, relationship regarding plans, technical proposals 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.

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- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the action mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officer of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in section 6 of the company's act 1956

**4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three year 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 justify BIDDER'S exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender propose or the contract, if already awarded. Can be terminated for such reason.

**5. Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest money/security, with the BUYER through any of the following instruments:-

- (i) Bank draft or a pay order in favor of \_\_\_\_\_
- (ii) A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever .the demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

- 5.2 The Earnest money / Security deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

- 5.3 In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance bond in the purchase contract that the provisions of sanction for violation shall be applicable for, forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

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**6. Sanctions for Violations**

6.1 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 BUYER 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 proceeding with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage )and/or Security Deposit /Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER 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 sum already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, 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 BUYER in outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encase the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER in order to recover the payments, already made by the BIDDER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER 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 Government of India for a minimum period of five year, which may be further extended at the discretion of the Buyer.
- (viii) To recover all sum paid in violation of this pact by bidder (s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable letters of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of corruption.

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6.3 The decision of the BUYER to the effect that 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 independent monitor (s) appointed for the purpose of this pact.

7. **Fall Clause**

The BIDDER undertakes that it has not supplied not supplying similar product /system or subsystem at a price lower than that offered in the present bid in respect of any other minister/Department of the government of India or PSU and if it is found at any stage that similar product/system or sub system was supplied by the BIDDER to any other minister/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the different in the cost would be refund by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

8.1 The BUYER has appointed Independent Monitors (here either referred to as Monitors) for this pact in consultation with the central vigilance commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review Independent and objectively, Whether and to what extent the parties comply with the obligations under this pact.

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

8.4 Both the parties accept that the Monitors have the access all the documents relating to the project/procurement, including minutes of meeting.

8.5 As soon as the monitor notice, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER (s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontractor(s) with confidentiality.

8.7 The BIDDER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties the parties will offer to the monitor the option to participate in such meetings.

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

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9. **Facilitation of Investigation**

In case of any allegation of violation of any provision of this pact or payment of commission, the BUYER 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 and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. **Other Legal Actions**

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extent law in force relating to any civil or criminal proceedings.

12. **Validity**

The validity of this Integrity Pact shall be from date of this signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, 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.

12.1 Should one or several provisions of this Pact turn out to be invalid, the reminder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer  
Designation  
Deptt. /MINISTRY/PSU

Chief Executive Officer

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

Provisions of these clause would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of India agents of foreign suppliers.

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**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date: \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: **Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** \_\_\_\_\_

Name of Tender / Work: -

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I/ We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_  
as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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**SECTION – 10**

**“CHECK LIST”**

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Annexure-X

**CHECK LIST**

**CHECK LIST and the order in which the documents are to be submitted  
for the Technical Bid**

Please check whether all the below mentioned documents have been supplied for participating in the tender for supply of Stationery & other related items. The documents are to be submitted in descending order.

<b>Sl. No.</b>	<b>Documents for filling this Check</b>	<b>Page No.</b>
1.	Registration Certificate with statutory authorities	
2.	Copy of PAN/ GIR Card	
3.	Copy of the IT Return filed acknowledgements for the last two years	
4.	Income Tax Return Filed Acknowledgments for last two years	
5.	Copies of the Service Tax Registration Certificate	
6.	Work experience of minimum 02 works with Govt. Ministries/ PSUs/ Autonomous Bodies during the past two years	
7.	Work experience of 05 years with Public Sector Companies/Banks and Government Departments etc.	
8.	Documents for minimum financial turnover of Rs.2 crores per annum during the last two years.	
9.	Technical Bid Form (Annexure- I)	
10.	Declaration Form (Annexure- II)	
11.	Financial Bid Form (Annexure- III)	
12.	Bid Form (Annexure- IV)	
13.	Performance Security Bid Form (Annexure- V)	
14.	Contract Form (Annexure- VI)	
15.	Letter of Authorization for attending bid opening (Annexure- VII)	
16.	Integrity Pact Form (Annexure- VIII)	
17.	<b>No near relative certificate (Clause 41 of General Terms and Conditions)</b>	
18.	Tender Acceptance Letter (Annexure-IX)	
19.	Check List (Annexure-X)	

**Bidders to Ensure**

- A. That all pages have been stamped and signed by the authorized person(s).
- B. That all the pages have been numbered.
- C. That all the documents are legible (Clearly readable).

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**Annexure - A**

List of Manpower required in the CBSE through outsource.

**(Non- Academic Staff)**

<b>Sl. No.</b>	<b>Name of Post</b>	<b>Age Limit</b>	<b>Qualification</b>	<b>Experience and skill knowledge</b>	<b>Emoluments</b>
1.	Consultant	65 Years	To be specified from time to time	As per requirement	Depending upon the work & experience
2.	Computer Assistant	18-40 years	<u>Essential:</u> Class XII pass <u>Desirable:</u> Diploma / certificate in computer application	(i) Typing speed English: 35 wpm Hindi : 30 wpm (ii) good working knowledge of computer (iii) A minimum of 02 years experience.	Rs. 13,000/-
3.	Assistant Multi Task/Typist/ Computer Assistant/Steno	18-40 years	Graduate with proficiency in Typing, computer applications, maintenance of files, noting-drafting, good communication skill and knowledge of shorthand	(i) Typing speed English: 35 wpm Hindi : 30 wpm (ii) good working knowledge of computer (iii) A minimum of 02 years experience.	Rs. 16,500/-
4.	Section Officer (IT)	Upto 50 years	<u>Essential:</u> Bachelor's Degree in Computer Science/ Engineering or Computer application or Information Technology. Working knowledge of PHP, Windows, Linux, database etc. <u>Desirable:</u> Desktop publishing, data management and experience in aspects of CCE.	Minimum 1 year experience in the field of Internet Technology, Software Engineering, Web designing, database etc.	Rs. 27,500/-
5.	Accountant	Upto 50 years (Retired employee 62 years)	<u>Essential:</u> Post Graduation in Commerce / MBA (Finance)/Chartered Accountant <u>Desirable:</u> Knowledge of accounting software like tally etc. and computer applications	Minimum 3 year experience in relevant field	Rs. 27,500/-

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6.	Programme Assistant	18-40	<u>Essential:</u> Degree in BCA or B.SC(Comp./IT) <u>Desirable:</u> Knowledge of Computer application, programming skills, database etc.		Rs. 27,500/-
7.	Multi Tasking Staff	18-40	Class X Pass	Experience of 2 years work in an organization	Rs. 11,000/-
8.	Telecallers	18-40	Class XII Pass	(i) Minimum experience of 1 year of telecalling. (ii) Fluent in English and Hindi	Rs. 13,200/-
9.	Mali	18-40	Class VIII pass	Minimum 2 years' experience in respective field.	Rs. 11,000/-
10.	Lift Operator	18-40	Class X Pass	Minimum 2 years' experience in respective field.	Rs. 11,000/-
11.	Driver	18-50	Class X Pass	(i) Having valid commercial driving licence. (ii) Minimum 2 years' experience in driving Govt. vehicle.	Rs. 13,000/-
12.	Electrician / Telephone Technician	18-40	Class X Pass	(i) Having ITI Diploma/ Certificate course of Electrician. (ii) Minimum 2 years' experience.	Rs. 12,000/-
13.	Carpenter	18-40	Class VIII Pass	Minimum 2 years' experience.	Rs. 11,000/-
14.	Plumber	18-40	Class VIII Pass	Minimum 2 years' experience.	Rs. 11,000/-
15.	Mazdoor	18-45	Class VIII Pass	-NA-	Minimum wages of NCT of Delhi