

## **Tender Notice**

### **CENTRAL BOARD OF SECONDARY EDUCATION**

(An Autonomous Organization under Ministry of Human Resource Development, Govt of India)  
6<sup>th</sup> Floor, Alok Bharati Building, Saheed Nagar, Bhubaneswar: 751007, Odisha  
Phone No: 0674-2548426 Fax : 0674-2547312

**No. CBSE/RO/BBSR/ADMN/MANPOWER/1**

**Date: 22.04.2015**

### **Notice inviting Tender for award of contract for providing services of Computer Operator/ Data Entry Operator and MTS.**

Sealed tenders are invited under two bid system from reputed service provider with experience in providing IT personnel to provide services of Computer Operator, Data Entry Operator and Multi Tasking Staff for a period of one year w. e. f. the date of effectiveness of the agreement on contract basis for their engagement at Central Board Of Secondary Education, Regional Office, Bhubaneswar.

The detailed information for outsourcing the services of aforesaid posts has been given in the Tender Document which may be downloaded from the website <https://www.cbse.nic.in>. The downloaded tender document should be accompanied with a D.D of Rs 500/- along with the tender bid. The EMD of Rs 50,000 /- should also be enclosed in the form of Demand Draft on Nationalized Bank in favor of Secretary, Central Board of Secondary Education, payable at Bhubaneswar, along with the technical bid. The last date, for submission of Tender document is 18<sup>th</sup> May 2015 at the Central Board Of Secondary Education, Regional Office, 6<sup>th</sup> Floor, Alok Bharati Building, Saheed Nagar, Bhubaneswar: 751007, Odisha.

  
Regional Officer



**TENDER DOCUMENT**

**FOR**

**MANPOWER SERVICE PROVIDER**

**CENTRAL BOARD OF SECONDARY EDUCATION**

(An Autonomous Organization under Ministry of Human Resource Development, Govt of India)  
6<sup>th</sup> Floor, Alok Bharati Building, Saheed Nagar, Bhubaneswar:751007,Odisha  
Phone No: 0674-2548426 Fax :0674-2547312  
Email ID : rocbsebsr@rediffmail.com

Price: Rs.500.00  
(Those who download the tender  
document from Website should  
enclose a DD for Rs.500.00  
towards cost of tender)

**CENTRAL BOARD OF SECONDARY EDUCATION**

(An Autonomous Organization under Ministry of Human Resource Development, Govt of India)  
6<sup>th</sup> Floor, Alok Bharati Building, Saheed Nagar, Bhubaneswar: 751007, Odisha  
Phone No: 0674-2548426 Fax :0674-2547312

**TENDER DOCUMENT**

**For providing Services of**

**Computer Operator/ Data Entry Operator,**

**And Multi Tasking Staff**

**To the**

**CENTRAL BOARD OF SECONDARY EDUCATION**

**REGIONAL OFFICE BHUBANESWAR**

**By a private service provider**

**Tender Schedule**

( a ) Last Date and Time for submission

Of Tender Document : 18<sup>th</sup> May 2015 (14:00 hrs)

**Note: Late bid shall be out rightly rejected.**

(b) Date and time for opening of

(i) Technical Bids : 18<sup>th</sup> May 2015 (15:00 hrs)

(ii) Financial Bids of eligible Bidders : Shall be informed

CM

**BIDDER'S COVERING LETTER**

To,

The Regional Officer,  
Central Board of Secondary Education,  
6<sup>th</sup> Floor, Alok Bharati Building,  
Saheed Nagar, Bhubaneswar  
Odisha: 751007

Dear Sir,

Ref: Tender no: \_\_\_\_\_

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged. We the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall provide the services in accordance with, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with its written acceptance thereof in the notification of award shall constitute a binding contract between both the parties.

Bid is properly prepared, sealed and submitted so as to prevent any subsequent alteration or replacement.

Dated this .....Day of ..... (The month and year)

Signature of Authorized Signatory .....

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

**The cost of bid document:** Rs...../-....

Crossed D.D.no.....dated .....

Drawn on Bank :.....

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

Tender No: \_\_\_\_\_

To

The Regional Officer,  
Central Board of Secondary Education  
6<sup>th</sup> Floor, Alok Bharati Building,  
Saheed Nagar, Bhubaneswar  
Odisha: 751007

Dear Sir,

Subject: Authorization for attending bid opening on.....(date) in the  
Tender for Manpower Services for the Central Board of Secondary  
Education(tender no:\_\_\_\_\_)

Following persons are hereby authorized 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
1.		
2.		
or		

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

**Note:**

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not produced.

## CONTENTS OF TENDER DOCUMENT

<b>Sl. No.</b>	<b>Description of Contents</b>	<b>Page Number</b>
1.	Scope of work and general instructions for bidders	6-11
2.	Technical requirements for the service provider and the manpower to be deployed in the Department by the service provider	12
3.	Tender Application - Technical Bid	13-15
4.	Tender Application - Financial Bid	16
5.	Terms and Conditions	17-26
6.	Agreement with Terms & Conditions	27-37

## **SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS**

1. The Central Board of Secondary Education requires the services of reputed, well established and financially sound Manpower Service Provider having experience in providing IT Personnel (herein after called “**Service Provider**”) to provide services of Computer operator/ Data Entry Operator and Multi Tasking Staff on contract basis for their engagement in Central Board of Secondary Education, Regional Office, Bhubaneswar.

2. The contract for providing the aforesaid manpower is for a period of one year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower. The period of the contract may be further extended provided the requirement of the CBSE, RO, Bhubaneswar for manpower persists at that time or may be curtailed / terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the CBSE, RO, Bhubaneswar requirements. The CBSE, RO, Bhubaneswar however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.

3. This Department has tentative requirement of the manpower as given below:

<b>Sl.No.</b>	<b>Name of the Post</b>	<b>Number</b>	<b>Place of Posting</b>
1	Computer Operator / Data Entry Operator	20	CBSE,RO,BBSR
2	Multi Tasking Staff	10	CBSE,RO,BBSR

The requirements may increase/decrease in any/ all the categories.

4. The interested "Service Providers" shall submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs 50,000 /- in favor of Secretary, Central Board of Secondary Education, payable at Bhubaneswar and other requisite documents by 18<sup>th</sup> May 2015 up to 2 PM in the office of the Regional Officer Central Board of Secondary Education, 6<sup>th</sup> Floor, Alok Bharati Building, Saheed Nagar, Bhubaneswar- 751007, Odisha.

5. The various crucial dates relating to "**Tender for Providing Manpower Services to the Central Board of Secondary Education , Regional Office, 6<sup>th</sup> Floor, Alok Bharati Building, Saheed Nagar, Bhubaneswar 751007**", is mentioned in the tender document.

6. **E-mail / Fax bids will be summarily rejected. Late bid shall be out rightly rejected.**

7. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested Service Provider are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower Services to Central Board of Secondary Education , Regional Office, Bhubaneswar**" and "**Financial Bid for Providing Manpower Services to Central Board of Secondary Education , Regional Office, Bhubaneswar**". Both sealed envelopes should be kept in a third sealed envelope superscribing "**Tender for Providing Manpower Services to Central Board of Secondary Education, Regional Office, 6<sup>th</sup> Floor, Alok Bharati Building, Saheed Nagar, Bhubaneswar 751007**".

8. The Earnest Money Deposit (EMD), refundable (without interest), should be in the shape of Demand Draft drawn in favor of Secretary Central Board of Secondary Education, Payable at Bhubaneswar and it should accompany the Technical Bid **failing which the tender application shall be rejected summarily.**

9. The successful tenderer will have to deposit a Performance Security Deposit of Three month employees' remuneration including statutory dues in the form of Demand Draft/Bank Guarantee from any Nationalized Bank in favor of the Secretary Central Board of Secondary Education, Regional Office, Bhubaneswar, 6<sup>th</sup> Floor, Alok Bharati Building, Saheed Nagar, Odisha, covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.




10. The tendering Service Providers are required to enclose photocopies of the following documents (duly self attested) along with the Technical Bid, **failing which their bids shall be summarily rejected and will not be considered any further:**

- (a) Copy of the Service Tax Registration certificate of the Service Provider issued by the competent authority.
- (b) Copy of PAN/GIR card.
- (c) Copy of the IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant.
- (d) Copy of the Balance Sheet and P&L Account for the last three consecutive years certified by the Chartered Accountant.
- (e) Copies of EPF and ESIC certificates.
- (f) Copy of the Labour License/Registration under the Contract Labour (Regulation & Control) Act, 1970
- (g) Certified extracts of the Bank Account containing transactions during last three consecutive years.
- (h) Experience certificate of providing manpower services to Government Department /PSUs etc.
- (i) Copy of the terms and conditions as in the Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

**11. Any conditional bids shall not be considered and will be out rightly rejected in the very first instance.**

12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Amounts quoted in figure should be repeated in words and in case of any discrepancy, the amounts stated in words shall prevail. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in

the Technical Bid Application must be initialed by the person authorized to sign the tender bids. 

13. The Technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in the presence of the authorized representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one person for each bidder shall be allowed to be present at the time of opening the tender.

14. The Financial Bid of only those tenderers will be opened whose Technical bids are found to be in order. The Financial bids shall be opened in the presence of the authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The lowest bidder (L1) in the Financial bid would be considered. In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest (L2) bidder would be considered by the committee.


15. The competent authority of the Central Board of Secondary Education reserves the right to annul all bids without assigning any reason.

16. The Authorized signatory shall submit the letter of authorization.

17. The quoted rates shall not be less than the minimum wage fixed/notified by the Government of India and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Central Board of Secondary Education shall not be liable for any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up to date payment of EPF & ESI contribution.

18. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the Central Board of Secondary Education, Regional Office, Bhubaneswar. In case there is no branch office, the successful bidder will have to open branch office within two months of the signing the agreement.

19. All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender


document is signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender. 

20. The Central Board of Secondary Education, Regional Office, reserves the right to call for any document in original including the bank account to verify the veracity of the documents.

## **TECHNICAL REQUIREMENT FOR THE TENDERING SERVICE PROVIDER**

The tendering Service Provider should fulfill the following technical specifications:

- 1) The Bidder may be a Proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted.
- 2) The Service Provider should have at least **three years** experience in providing manpower (preferably IT Personnel) to Government Departments/ Public Sector Companies/ Banks, etc.
- 3) The Service Provider must have a minimum turn-over of Rs.50 lakhs per annum for the last three consecutive years as per the audited statement of accounts. The bidder organization should be a profit making one in the preceding two financial years.
- 4) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard.

- 
- 5) The Service Provider should be duly registered with the Service Tax Authorities and having valid labour license under Contract Labour (Regulation & Control) Act,1970.
  - 6) The Service Provider should be registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - 7) The Service Provider should have its own Bank Account.
  - 8) The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/Office. In case there is no branch office, the successful bidder will have to open branch office within the jurisdiction of the user Department/Office within two months of the signing the agreement.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE  
DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER IN THE  
CENTRAL BOARD OF SECONDARY EDUCATION  
ODISHA**

<b>Sl. No.</b>	<b>Designation of the Employee</b>	<b>Age</b>	<b>Qualification</b>
1)	Computer Operator/Data Entry Operator	He/She should be above 21 years of age and not exceeding 35 years.	Graduate with proficiency in Computer Knowledge and Internet.
2)	Multi Tasking Staff	He/She should be above 21 years of age and not exceeding 35 years.	Matriculation or 10 <sup>th</sup> pass

**APPLICATION-TECHNICAL BID**

**(For providing manpower services to central board of secondary education )**

1. Name of Tendering Service Provider : .....

2. Status(Proprietor/Partner/Director) : .....

3. Details of Earnest Money Deposit : DD No. .... Date.....  
of Rs...../- drawn on bank .....

4. Full Address of Registered Office : .....

.....

Telephone No : .....

FAX No. : .....

E-Mail Address : .....

5. Full Address of Branch Office : .....

.....

Telephone No : .....

FAX No. : .....

E-Mail Address : .....

6. Name &Telephone no. of  
Authorized officer / person  
to liaise with Field Office(s) : .....

7. Bankers of the Service Provider : .....

(Attach certified copy of statement of  
A/c for the last 3 consecutive years) : .....

8. PAN/GIR No. : .....

(Attach attested copy)

9. Service Tax Registration No. : .....  
(Attach attested copy)
10. E.P.F Registration No. : .....  
(Attach attested copy)
11. E.S.I Registration No. : .....  
(Attach attested copy)
12. Labour License/ Registration under The Contract Labour (Regulation & Control) Act , 1970
13. Financial turnover of the tendering Service Provider for the last three Consecutive financial years.

Financial Year	Amount (Rs. In lakhs)	Remarks, if any
2011-12		
2012-13		
2013-14		

14. Additional information, if any:  
(Attach separate sheet if space provided is insufficient)
15. Give details of minimum 3 such contracts handled by the tendering Service Provider during the last three consecutive years in the following format  
(if the space provided is insufficient, a separate sheet may be attached) :

Sl. No.	Name of client, address, telephone & Fax no	Manpower services provided		Amount of contract (Rs. Lakhs)	Duration of contract		Remark
		Types of manpower provided	No.		From	To	

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

Date : \_\_\_\_\_ Signature of the authorized person  
Place : \_\_\_\_\_ Name : \_\_\_\_\_  
Seal : \_\_\_\_\_

### DECLARATION

1. I, \_\_\_\_\_ Son / Daughter / Wife of Shri..... Proprietor/ Director/ Authorized Signatory of the Service Provider, mentioned above, I am 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.

Date : \_\_\_\_\_ Signature of the authorized person  
Place : \_\_\_\_\_ Name : \_\_\_\_\_  
Seal : \_\_\_\_\_



**APPLICATION-FINANCIAL BID**  
**FOR PROVIDING MANPOWER SERVICES TO**  
**CENTRAL BOARD OF SECONDARY EDUCATION BHUBANESWAR ,ODISHA**

1. Name of tendering Service Provider :
2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc:

SI. No.	Manpower Type	Monthly Rate per person						
		Take Home remuneration	EPF	ESI	Other statutory dues if any	Service Charge /Commission of Service	Service tax	Total cost per person
1.	Computer Operator/Data Entry Operator	9000					CBSE is exempted from Service Tax	
2.	Multi Tasking Staff	6500						

Date : \_\_\_\_\_ Signature of the authorized person

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

**Notes:**

1. The minimum take home remuneration for Computer Operator/ Data Entry Operator and Multi Tasking Staff is Rs 9000/-.& Rs.6500 monthly respectively.
- 2.The total rates quoted by the tendering Service Provider should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract. The Authority will have no liability in relation to any statutory or other dues.
- 3.The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower as certified by the Authority.

## TERMS & CONDITIONS

### GENERAL

1. The Agreement shall commence w.e.f the date of effectiveness of the agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The effectiveness of the agreement commences w.e.f the date when the total manpower required is provided.
3. The Agreement shall be for a period of one year w.e.f the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.
5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
6. The CBSE, RO, BBSR at present, has tentative requirement of 20 No's of Computer Operator / Data Entry Operators, and 10 No's of Multi Tasking Staff. The requirement of the CBSE, RO may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
7. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.

8. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
9. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the CBSE so that optimal services of the persons deployed could be availed without any disruption. The coordinator shall work under the guidance of the Regional Officer of CBSE, BBSR.
10. The entire financial liability in respect of manpower services deployed in the CBSE, RO, BBSR concerned shall be that of the Service Provider and the CBSE, RO, BBSR will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing act and adduce such evidence as may be required by the CBSE, RO, BBSR.
11. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the CBSE, RO, BBSR .
12. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever.

13. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
17. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
18. In the event of any engaged personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.

19. The Service provider will provide a list of candidates for the posts of the Computer Operator / Data Entry Operator and Multi Tasking Staff. The Selection Committee constituted by the Central Board of Secondary Education, will select suitable candidates for these posts out of the list of candidates provided by the service provider. Additional 10% of the contracted strength should be kept “on panel” for replacement to meet urgent additions at short notice. The CBSE reserves the right to appoint/reject any candidate based on merits of the candidates.
20. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the CBSE. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

## **LEGAL**

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the CBSE, RO, BBSR. The CBSE, RO, BBSR shall have no liability in this regard. The Bidder

should produce the evidence in respect of having made payments to the manpower provided as and when called for by the Central Board Of Secondary Education , Regional Office , Bhubaneswar.

24. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the CBSE, RO ,BBSR to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the CBSE, RO,BBSR.
25. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the CBSE,RO,BBSR or any other authority under Law.
26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by CBSE, RO,BBSR.
27. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the CBSE,RO,BBSR is put to any loss / obligation, monetary or otherwise, the CBSE, RO,BBSR will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
28. The Service Provider shall be held responsible for any loss/damage to the equipments and instruments of the CBSE provided to the manpower deployed by the Service Provider due to the negligence or willful damage as assessed by the CBSE.

29. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The CBSE will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the CBSE by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
30. The decision of CBSE ,RO, Bhubaneswar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

### **FINANCIAL**

31. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) refundable without interest, in the form of Demand Draft drawn in favor of the Secretary, Central Board of Secondary Education,(Payable at Bhubaneswar) **failing which the tender shall be rejected out rightly.**
32. The Earnest Money Deposit in respect of the Service Provider who does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer, if the Service Provider fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**

33. The successful tenderer will have to deposit a Performance Security Deposit of three months remuneration of manpower provided including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the Central Board of Secondary Education, Bhubaneswar covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit may be revised by the Authority taking into account the contractual obligation of the Service Provider.
  
34. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
  
35. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the CBSE, RO, BBSR in respect of the persons deployed and submit the same to the concerned Personnel of CBSE in the first week of the succeeding month. The officer of the concerned Range shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
  
36. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and CBSE shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by it by first working day of the succeeding month irrespective of any



delay in settlement of its bill by the CBSE for whatever reason. The Agency shall also be responsible for the insurance of its personnel.

37. Penalty will be levied and recovered @ Rs500 /- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.
38. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
39. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
40. The Personnel deployed by the Service Provider in CBSE shall work under the direct supervision and control of the CBSE, Regional Office Bhubaneswar. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the Regional Officer of CBSE.
41. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user CBSE, RO, BBSR. In case there is no branch office, the successful bidder will have to open branch office within two months of the signing the agreement.
42. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.



43. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

**Note:** These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between CBSE, RO, Bhubaneswar and the Service Provider and any non- compliance shall be deemed as breach of the Contract/Agreement.

**Declaration by the Tenderer :**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**(Signature of Tenderer with seal)**

**Address :**  
**Phone No (O) :**  
**Date:**

**Name :**  
**Seal :**



**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL SERVICE PROVIDER  
BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by service provider for deployment in Central Board of Secondary Education, Regional Office, Bhubaneswar containing full details i.e. date of birth, marital status, address, educational qualification, photo ID Card provided by the security service provider etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

**AGREEMENT**

**(On stamp paper of Rs 100/-)**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_  
Between the Central Board of Secondary Education, Regional Office,  
Bhubaneswar represented by, \_\_\_\_\_ here-in- after  
referred to as the "Authority" which expression shall, where the context so  
requires or admits, also include its successors or assignees of the one part;

**And**

M/s ..... represented by  
Sri .....,  
here-in-after called the "Service Provider" which expression shall, where the  
context so requires or admits, also include its successors or assignees of the other  
part.

Whereas, the "Authority" desires that the services of "  
.....", are required in CBSE,  
RO, BBSR and whereas the "Service Provider" has offered its willingness to the  
same in conformity with the Provisions of the agreement.

And whereas the "Authority" has finalized the rate as per the terms  
and conditions of the agreement to the "Service Provider".

**Now this agreement witnesses as below:-**

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as " \_\_\_\_\_ " in the (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the terms and conditions of the contract.
5. That this agreement is valid up to.....

**IN WITNESS WHEREOF** the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

**Signature of the person  
authorized to sign on behalf of Service  
Provider**

**Signature of the Authority  
(CBSE,RO,BBSR)**

In the presence of witness:-

**Witness**

1. Name .....
- Address.....
  
2. Name.....
- Address.....

## ANNEXURE

### **TERMS & CONDITION OF THE AGREEMENT**

#### **GENERAL**

1. The Agreement shall commence w.e.f the date of effectiveness of the agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The effectiveness of the agreement commences w.e.f the date when the total manpower required is provided.
3. The Agreement shall be for a period of one year w.e.f the date of it's effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.
5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
6. The CBSE, RO, BBSR at present, has tentative requirement of 20 No's of Computer Operator / Data Entry Operators, and 10 No's Multi Tasking Staff. The requirement of the CBSE, RO, BBSR may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.

7. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
8. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
9. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the CBSE so that optimal services of the persons deployed could be availed without any disruption. The coordinator shall work under the guidance of the Regional Officer Bhubaneswar.
10. The entire financial liability in respect of manpower services deployed in the CBSE, RO, BBSR concerned shall be that of the Service Provider and the CBSE, Regional Office will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing act and adduce such evidence as may be required by the CBSE, RO, BBSR.
11. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any

claim whatsoever like employer and employee relationship against the Central Board of Secondary Education, Regional Office, BBSR.

12. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. CBSE, RO, BBSR in no way, be responsible for settlement of such issues whatsoever.
13. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
17. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.



18. In the event of any engaged personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.
  
19. The Service provider will provide a list of candidates for the posts of the Computer Operator / Data Entry Operator and Multi Tasking Staff .The Selection Committee constituted by the Central Board Of Secondary Education will select suitable candidates for these posts out of the list of candidates provided by the service provider. Additional 10% of the contracted strength should be kept “on panel” for replacement to meet urgent additions at short notice. The CBSE reserves the right to appoint/reject any candidate based on merits of the candidates.
  
20. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
  
21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the CBSE, RO,BBSR. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

## LEGAL

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the CBSE, RO, BBSR. The CBSE, RO, BBSR shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the Central Board of Secondary Education Regional Office Bhubaneswar.
24. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the CBSE, RO concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the CBSE, RO, BBSR.
25. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the CBSE, RO, BBSR or any other authority under Law
26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the CBSE, RO, BBSR.

27. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, CBSE, RO, BBSR concerned is put to any loss / obligation, monetary or otherwise, the CBSE, RO, BBSR will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
28. The Service Provider shall be held responsible for any loss/damage to the equipments and instruments of the CBSE provided to the manpower deployed by the Service Provider due to the negligence or willful damage as assessed by the CBSE.
29. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The CBSE, RO, BBSR will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the CBSE, RO, BBSR by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
30. The decision of CBSE Regional Office Bhubaneswar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

## **FINANCIAL**

31. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (Rs 50,000 /-) , refundable without interest, in the form of Demand Draft drawn in favor of the Secretary, Central Board Of Secondary Education (Payable of Bhubaneswar) **failing which the tender shall be rejected out rightly.**
32. The Earnest Money Deposit in respect of the Service Provider who does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer, if the Service Provider fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**
33. The successful tenderer will have to deposit a Performance Security Deposit of three months remuneration of manpower provided including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favor of the Secretary Central Board of Secondary Education, Bhubaneswar covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit may be revised by the Authority taking into account the contractual obligation of the Service Provider.
34. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.

35. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the CBSE , RO, BBSR in respect of the persons deployed and submit the same to the concerned Regional Officer in the first week of the succeeding month. The concerned authority shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
36. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the CBSE, RO, BBSR shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the CBSE, RO, BBSR for whatever reason. The Agency shall also be responsible for the insurance of its personnel.
37. Penalty will be levied and recovered @ Rs 500 /- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.
38. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
39. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.



40. The Personnel deployed by the Service Provider in the CBSE, RO, BBSR shall work under the direct supervision and control of the Central Board of Secondary Education Regional Office, Bhubaneswar. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the Regional Officer.
  
41. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the CBSE, RO, BBSR. In case there is no branch office, the successful bidder will have to open branch office within two months of the signing the agreement.
  
42. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
  
43. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of Central Board of Secondary Education, Regional Office Bhubaneswar on the above terms and conditions.