Central Board of Secondary Education "SHIKSHA KENDRA", 2 COMMUNITY CENTRE, PREET VIHAR, DELHI-110092

TENDER NOTICE

For providing Housekeeping, Security, Clerical & Technical Manpower to Central Board of Secondary Education by Private Agencies

| Last Date & time for submission of Tender | Up to 2.30 pm on 22 March 2013 |
|---|--------------------------------|
| Document | |
| Date & time for opening of Technical Bid | At 3.00 pm on 22 March 2013 |
| | |
| Tentative date & time for opening of | At 3.00 pm on 26 March 2013 |
| Financial Bid of eligible Tenderers | - |
| | |

Central Board of Secondary Education "SHIKSHA KENDRA", 2 COMMUNITY CENTRE, PREET VIHAR, DELHI-110092

"TENDER NOTICE"

Sealed tenders under "Two-Bid" System are invited compositely for Housekeeping, Security, Clerical & Technical Manpower from reputed agencies having 5 years experience and executed minimum 3 works each of value Rs. 1.0 crore or above. The tender documents can be downloaded from Board's website www.cbse.nic.in. EMD amounting Rs. 1.0 lakh & cost of tender form Rs. 1000/-payable through DD/BD in f/o the Secretary, CBSE and all requisite documents be annexed with the Tech-Bid. The Tech-Bid & the Price-Bid must be sealed separately & put in another envelope superscribed "Composite Tender for Housekeeping, Security, Clerical & Technical Manpower". The tenders, complete in all respect can be dropped in the tender-box placed at Reception Counter, HQ Bldg. on or before 22.03.2013 upto 2.30 p.m. Incomplete, conditional & belated tenders shall be summarily rejected. The Secretary, CBSE reserves the right to reject any or all the tenders without assigning any reason thereof.

Joint Secretary (A&L)

TECHNICAL PROPOSAL SUBMISSION FORM

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LETTER OF BID

To

Joint Secretary (A&L) Central Board of Secondary Education Preet Vihar, Delhi-110092

Ref: Invitation for Bid No. TENDER NO.

DATE

We, the undersigned, declare that:

- 1. We have examined and have no reservations to the Bidding Documents.
- 2. We offer to execute in conformity with the Bidding Documents for providing Housekeeping, Security, Clerical & Technical Manpower for Central Board of Secondary Education.
- 3. Our bid shall be valid for a period of 120 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)

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/ Tender Document purposes, Central Board Secondary Education shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
- 1.2 The tender documents may also be downloaded from this office website 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/Pay Order alongwith the Bidding Documents and EMD.
- 1.3 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.
- 1.4 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 Client. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.
- 1.5 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.
- 1.6 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.
- 1.7 The Bidding Company should only be a Limited / Private Limited Company, registered under the Companies Act, 1956. Bidding in the form of Contractorship Company / JV Consortium is not permitted.
- 1.8 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and, Central Board of Secondary Education, Delhi.

- 1.10 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the 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 housekeeping, security, clerical & technical manpower is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

2. MINIMUM ELIGIBILITY CRITERIA

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

- a. Legal Valid Entity: The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/consortium, Contractorship, Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. Registration: The Bidder should be registered with the Income Tax, service tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation.
- c. Clearance: The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.
- d. Experience: The Bidder should have experience in the similar field of providing human resource / facility management in the Government Departments / Public Sector (Central or State) for the last five consecutive years. In case no bidder has provided government experience / public sector experience, then the bidders with experience in reputed organizations may be considered by the competent authority of the Client.
- 2.1 Documents supporting the Minimum Eligibility Criteria
- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copies of PAN, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copies of Clearance Certificate (Last three years returns) from Sales/Service Tax Department, Income Tax Department shall be acceptable.

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

3. EARNEST MONEY DEPOSIT:

- 3.1 This bids should be accompanied by an Earnest Money Deposit of Rs. 1,00,000/-(Rupees one lakh only) in the form of Demand Draft of any nationalized bank. The validity of the Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of Secretary, CBSE and payable at Delhi.
- 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.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 The bid security may be forfeited:
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
- (a) Fails to sign the contract in accordance with the terms of the tender document
- (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
- (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

(iii) Irrespective of the above, if any of the information, details, documents, etc are found to be incorrect/forged/fabricated, the CBSE shall be entitled to forfeit the earnest money.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension 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.
- 5.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Bid:

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead (Section-1).
- b. Signed and Stamped on each page of the tender document.
- c. Contact Details Form, duly filled and signed.
- d. Financial Capacity form filled in signed and stamped.
- e. Earnest Money Deposit of amounting to Rs. 1,00,000/-.
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 (para 2 and 2.1above).
 - The Technical Bid should then be kept in a separate sealed envelope, superscribed as Technical Bid with the Name and address of the Bidder.
- 5.3 Financial Bid: Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document (Section 7). Then the financial bid should be kept in a separate sealed envelope, superscribed "Financial Bid with the Name and address of the Bidder.

6. SUBMISSION OF BIDS

- 6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed.
- 6.2 The Bid shall be submitted not later than 2.30 pm on 22 March 2013 & addressed to Joint Secretary (A&L), C&W, Central Board of Secondary Education, Preet Vihar, Delhi.
- 6.3 The competent authority of the Board of the CBSE reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 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 Conference Room, IInd Floor, CBSE, Preet Vihar, on 3.30 p.m. on 22 March 2313 by the Committee authorized by the competent authority of the CBSE 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 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.
- 7.4 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 7.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

- 8. CLARIFICATION ON TECHNICAL BID EVALUATION.
- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.
- 9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)
- 9.1 The Client shall follow two bid system where the technical bid and financial bid shall be evaluated separately.
- 9.2 The tendering evaluation shall be done on weightage with 70% to Technical Evaluation and 30% to financial evaluation.
- 9.2.1 The technical bid evaluation shall be done based on the following criteria:
- 9.2.2 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

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

| (ii) | Turnover (Last Financial Year) | Max. 25 Marks |
|------|--------------------------------|---------------|
| | (a) 1 crore | 01 marks |
| | (b) 1-2 crores | 05 Marks |
| | (c) 2-5 crores | 15 Marks |
| | (d) 5 crores and above | 25 Marks |

| (iii) | Number of Personnel on roll | Max. 25 Marks |
|-------|-----------------------------|---------------|
| | (a) 100 | 02 Marks |
| | (b) 100-200 | 05 Marks |
| | (c) 200-500 | 10 Marks |
| | (d) 500 and above | 25 Marks |

(iv)Quality Related MarksMax. 25 Marks(a) ISO (Less than 2 years)05 Marks(b) ISO (2-5 years)10 Marks(c) SA 800005 Marks(d) OHSAS 1800105 Marks

- 9.2.3 A Bidder should secure mandatorily a minimum of 70% marks (i.e. 70 marks out of total 100 marks as per para 9.2.2) in Technical Evaluation in order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.
- 9.2.4 The total marks obtained by a Bidder in the technical bid (as per 9.2.2) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration 1 (for Technical Weightage)

If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 9.2.2, his technical evaluation value shall be:56 i.e. {80 x70%}

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

10. FINANCIAL BID OPENING PROCEDURE

- 10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 10.2 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 10.3 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- 10.4 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in para 11 and also based on inspection of the work sites by the Tender Committee.
- 11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER
- 11.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.
- 11.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 30 marks (i.e. 30% x 100) and his total scores of the bid shall be as per Illustration 2 below:

Illustration 2

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

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

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

Illustration 3

If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L-2 shall be computed as under 30 x 100 (lowest prices-L1) / 125 (quoted prices – L2) = 24 (financial score)

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

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

12. RIGHT OF ACCEPTANCE:

- 12.1 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 Competent Authority of the Central Board of Secondary Education in this regard shall be final and binding.
- 12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 12.3 The competent authority of the Central Board of Secondary Education reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Central Board of Secondary Education 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, Client shall issue a Letter of Acceptance (LOA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3)

- days of receipt of the same by him.
- 13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 13.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.
- 14. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)
- 14.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.
- 14.2 The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within seven (07) days, on award of contract to the Successful bidder.
- 14.3 The Earnest money deposit of all the bidders shall be returned along with their un -opened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

SECTION -4

GENERAL CONDITIONS OF CONTRACT (GCC)

1. **DEFINITIONS**

Date"

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 housekeeping, security, clerical & technical manpower has been awarded and the Client

"Central Board of Secondary Education".

Letter of Shall mean the intent of the Client to engage the successful Acceptance

bidder providing housekeeping, security, clerical &

technical manpower in its premises

Shall mean the date at which the housekeeping, security, clerical Notice to

& technical manpower

are to in Client's premises Proceed

> 'Confidential shall mean all information that is not generally known and Information'

which is obtained/received during the tenure of the contract

and relates directly to the business /assets of Client including the information having the commercial value.

Termination Shall mean the date specified in the notice of Termination

given by either Party to the other Party, from which the

Contract shall stand terminated.

Termination Shall mean the notice of Termination given by either Party

Notice to the other Party

Contractor Shall mean the successful bidder to whom the work of

providing housekeeping services in Client' premises has

been awarded.

1.2 CONFIDENTIALITY

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

2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 2.1 The successful bidder within fifteen days of the acceptance of the Letter of Acceptance LoA shall execute a Performance Bank Guarantee in the form of a Demand Draft/ Bank Guarantee of any nationalized bank, a sum equivalent to 5% of the accepted contract value in favour of Secretary, CBSE, payable at Delhi.
- 2.2 The Bank Guarantee can be forfeited by order of the competent authority of Central Board of Secondary Education in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the 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 the 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 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, Client shall issue the 'Notice to proceed', to the contractor authorising him to provide housekeeping, security, clerical & technical manpower resource in the Office at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

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

5. SERVICES REQUIRED BY THE CLIENT

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

6. COMMENCEMENT OF SERVICES

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

- 6.1 Submission of Performance Bank Guarantee in accordance with Clause 2 (Section-4)
- 6.2 The Contractor shall commence housekeeping, security, clerical & technical manpower in Client's premises within 30 days from the date of receipt of Notice to Proceed as set out in Clause 3 (Section 4)

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide housekeeping, security, clerical & technical manpower at Client's premises as per Schedule of Work / Requirements (Section 4) which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.2 The Contractor shall provide housekeeping, security, clerical & technical manpower 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 Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
- 7.3 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.
- 7.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 7.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the Client, emergencies, exempted.
- 7.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of housekeeping, security, clerical & technical manpower in accordance with Schedule of Requirements.
- 7.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever

on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

- 7.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.
- 7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.
- 7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 7.16 The Contractor shall not employ any person below the age of 18 years old. housekeeping, security, clerical & technical manpower so engaged shall be trained for providing services.

7.17 Contractor's Personnel

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

8. CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the housekeeping, security, clerical & technical manpower to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby

- expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
- 8.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of housekeeping, security, clerical & technical manpower to the Client.
- 8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

9. CLIENT'S OBLIGATIONS

- 9.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the housekeeping, security, clerical & technical manpower are to be provided required to enable Contractor's employees to carry out the Services..
- 9.2 The Client shall comply with and fulfil the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.
- 9.3 To enable the Contractor to provide the housekeeping, security, clerical & technical manpower, the Client shall ensure that their staff is available to provide such assistance

10. VALIDITY OF CONTRACT

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

the competent authority of the office of the Client. The initial period of one year can be further extended, subject to satisfactory services at the sole discretion of the office of the Client.

11. PAYMENTS

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the housekeeping, security, clerical & technical manpower.
- 11.2 The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 11.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
- 11.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.
 - 11.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the Price Schedule.
- 11.7 All payments shall be made in Indian Currency by means of an Account Payee Cheque/RTGS.
- 11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- 12.1. "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
 - (i) War, hostilities, invasion, act of foreign enemy and civil war;
 - (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
 - (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
 - (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

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

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

13. TERMINATION

- 13.1 This Contract may be terminated forthwith by the CBSE by giving written notice of one month.
- In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.
- 13.3 The Contractor does not provide housekeeping, security, clerical & technical

- manpower satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
- 13.4 The Contractor does not make payment of wages timely.

14. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 14.1 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 Director 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.
- 14.2 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.

15. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 15.1 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 Joint Director, 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.
- 15.2 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.

SECTION – 5 SPECIAL CONDITIONS OF CONTRACT (SCC)

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

2. INDEMNIFICATION:

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

3. LABOUR LAW COMPLIANCES

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

- protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- 3.5 The Contractor shall submit periodical returns as may be specified from time to time.

4. OFFICIAL RECORDS:

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

SECTION- 6

SCHEDULE OF WORKS/ REQUIREMENTS

In this Schedule of Requirements, the details of housekeeping, security, clerical & technical manpower to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Clients' site and all such other aspect of the Contracts are to be mentioned.

1. GENERAL INSTRUCTIONS

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

2. SUPERVISION

2.1 The Contractor shall depute one full time Supervisor in Client's office, who shall ensure that all the duties as may be assigned differently by the Client to various categories of housekeeping, security, clerical & technical manpower are

- performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- 2.2 The Contractor's Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.
- 2.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the housekeeping, security, clerical & technical 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 AND TENTATIVE REQUIREMENTS OF HOUSEKEEPING, SECURITY, CLERICAL & TECHNICAL MANPOWER requirement of Housekeeping, Security, Clerical & Technical Manpower.
- 3.1 The Client intends to outsource Housekeeping, Security, Clerical & Technical Manpower, Security, Clerical & Technical Manpower for deployment in different categories such as Skilled, Semi-Skilled, unskilled as per the norms of the Government.
- 3.2 The clerical and technical manpower as well as housekeeping and security services as per its requirement shall be deployed by the Client for respective work and any other category as deemed fit by the Client as per the provisions of para 3.1 above.
- 3.3 The Council has fixed rates for each of the category of personnel in Section 8. In case of any new requirement, housekeeping, security, clerical & technical manpower for the same will have to be provided by the Contractor. Payment for such housekeeping, security, clerical & technical manpower will be at the rate fixed by the Council.
- 3.4 The estimated value of Contract is likely to be in excess of Rs. 1.0 crore (Rupees one crore only) for a period of one year. However, no guarantee can be given to the actual quantity and the requirements may vary at the sole discretion of the competent authority of the Central Board of Secondary Education.

4. **PENALTIES**

4.1 The Contractor shall disburse salary to its deployed housekeeping, security, clerical & technical manpower inclusive of DA, if any, latest by 5th of every month, failing which penalty of Rs.1000/- per day will be imposed upto 15th of the month and the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Client will have the power to appoint any other agency for the housekeeping, security, clerical and technical manpower at the risk and cost of the Contractor.

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

5. SCOPE OF WORK-CONTRACTOR

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

- 5.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 5.5 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 5.6 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 5.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 5.8 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 5.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
- 5.10 The payments to its employees shall be disbursed by the Contractor in the presence of the representative of Client who shall sign the payment register in token of having disbursed the salary in his presence by Contractor.
- 6. SCOPE OF WORK FOR SERVICES
- 6.1 Contractor's personnel shall be deployed at any of CBSE Bldgs. Delhi, New Delhi or NCR.
- 6.2 The clerical and MTS employees of Contractor are liable to be deployed in different Sections/ Wings of the Client's premises. While working as MTS, the Contractor's personnel are liable to perform duties which are related to movement of dak/file, cleaning /dusting of concerned Section, photocopy etc. or any other job as may be assigned by the Client. The clerical manpower shall be liable to perform filing work, noting, drafting, computer work or any other job as may be assigned by the Clients.
- 6.2 Further, unskilled personnel (Safaiwala) of the Contractor as per the tendered

requirements are also liable to be deployed as Safaiwala at any of the CBSE Bldgs. Delhi, New Delhi or NCR. for cleaning / sweeping purposes. It shall be the Contractor's responsibility to provide all cleaning material to such staff.

- 6.4 Clerical and MTS of Contractor are liable to be deployed in different sections of Client, wherein they are required to be fully conversant with the desired standards of a Computer Operator, as per the requirements of the Clients.
- 6.5 While providing all the Services, Contractor shall ensure that all duties are performed invariably as per the desired standards of the Client, failing which it shall invoke penalty clauses of this Bidding Document.
- 6.6 The Contractor shall also ensure that for different services, only such smart, intelligent, experienced and with thorough academic qualifications are deployed in Client's premises who can cater to the requirements of Client's standards, failing which it shall be liable for Contractor to provide replacement immediately.

7. CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

Are always smartly turned out and vigilant.

Are punctual and arrive at least 15 minutes before start of their duty time.

Take charges of their duties properly and thoroughly.

Perform their duties with honesty and sincerity.

Read and understand their post and site instructions and follow the same.

Extend respect to all Officers and staff of the office of the Client.

Shall not drink on duty, or come drunk and report for duty.

Will not gossip or chit chat while on duty.

Will never sleep while on duty post.

Will not read newspaper or magazine while on duty.

Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Vendor Control and the Client.

When in doubt, approach concerned person immediately.

Get themselves checked by security personnel whenever they go out.

Shall not smoke in the office premises.

PATROLLING PROCEDURES

The Supervisor will keep taking round of the building/premises and keep a watch over the deployed staff.

Patrolling should be done on an hourly basis and it should be ensured that strict cleanliness

is maintained.

The Supervisor will keep a watch on the activities of the deployed staff.

If he finds anything unusual / untoward, a written report must be given to the Caretaker/Security Supervisor in the office of the Client.

FRISKING / CHECKING PROCEDURES

All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening.

If anything untoward is found, it must be reported to Security Section.

SECTION – 7 TECHNICAL QUALIFICATION CRITERIA

- 1. The tendering Housekeeping, Security, Clerical & Technical Manpower Agency must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid described in detail in Section D&E:
- (a) The Registered Office or the Branch Office of the Human Resource & Housekeeping Agency should be located either in Delhi/New Delhi/NCR or in any of the Satellite Towns of Delhi. An attested copy of the registration certificate of offices in Delhi/NCR shall be enclosed.
- (b) The must have a minimum of 5 years experience in supplying housekeeping, security, technical manpower to reputed private companies/ Public Sector Companies/Banks/Central and State Government Departments. Details of contracts relating to supplying of man power to Central Govt./Semi Govt PSUs/Bank/reputed private firms in last five years along with attested copies of the supply order shall be enclosed.
- (c) The Agency should have had a minimum annual turnover of Rs. 1 crore during last three years. A copy of turnover statement duly certified by the C.A must be enclosed with the tender document.
- (d) The Agency should have its own Bank Account. Certified copy of the account for the last three years issued by the Bank shall be enclosed.
- (e) The Agency (not individual) should have a PAN number. Certified copy of the PAN card shall be attached with the Bid document.
- (f) The Agency (not individual) should be registered with Service Tax departments. Certified copy of the registration shall be attached with the Bid document.
- (g) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. Certified copies of the registration with EPF and ESIC shall be enclosed with the tender document.
- (h) The Agency must be registered under Contract Labour (Regulation & Abolition) Act 1972. Registration & license No. of the agency must be submitted along with the documents.
- (i) The Agency must have minimum 5 yrs of experience in providing Housekeeping, Security, Clerical & Technical Manpower.
- (j) The Agency must have minimum turnover of Rs 1 crore in the last 3 yrs.
- (k) The Agency must be ISO/SA 8000/OHSAS 18001 certified for the last 3 yrs.

QUALIFICATION REQUIREMENTS FOR HOUSEKEEPING,

SECURITY, CLERICAL & TECHNICAL

MANPOWER DEPLOYMENT

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

SCHEDULE FOR TECHNICAL MANPOWER

| S.no | Position | Qualifications | Proposed Salary (Rs.) | Likely numbers in HQ CBSE |
|------|----------|--|-----------------------------|---------------------------------|
| 1. | | 5 th Pass Working experience of 10 years in the field of Horticulture in any nursery/office/ farm house/CGHS/Residential complexes Desirable: Knowledge of laying of grass, development of indoor/outdoor plants, seeding, shrubs, creepers, perennials, seasonal, trees i/c maintenance of hedges, lawns etc. Should be physically fit to do hard work. Age: Below 45 yrs. | | 4 |

| | T = | T +b | Т | Г. |
|----|------------------|--|---|----|
| 4. | Beldar | 5 th Pass Minimum 2 yrs experience. Must know chase cutting, mortar mix ratio Basic knowledge of tools for masonary, plumbing & carpentary etc. should be physically fit to do hard work. Age: Below 40 yrs. | | 4 |
| 5. | Electrician | 10 th pass Minimum 5 yrs experience in office/mutistoryed buildings, residential complexes, CGHS etc. Profound ability to isolate defects in wiring, switches, motors and other electrical equipments i/c designing & laying of wiring. Knowledge of sub-station equipments i/c operations of DG Set. Age: Below 45 yrs. | | 6 |
| 6. | Lift operator | 10 th pass Minimum 5 yrs working experience of lift operation. Knowledge in attending rescue operations, minor faults i/c safeties/control panel circuits etc. Basic knowledge to operate DG set and LT panel etc. Age: Below 45 yrs. | | 4 |

| 7. | Electrical Helper cum DG Operator | Minimum 5 yrs working experience in electrical field and operation of electrical appliances, materials, tools & eqpts. i/c DG Set used in office buildings, Should be physically fit to do hard work including chase cutting, drilling, grouting and minor work related to DG Set etc. Age: Below 45 yrs. | 3 |
|----|--|--|---|
| 8. | Telephone Technician | 10 th Pass Working experience of 5 years in MSO buildings/ tele-communication deptt/ firm manufacturing EPABX/ Tel Sets. Should be able to undertake new wiring, plinstrument, installation, isolation & rectification of wiring faults, minor Repairs of T-instrument. Should be physical fit to do hard work. Age: Below 45 yrs. | 1 |

- 1. The manpower shall have to work on 6 days of the week. Sunday/ any other day could be weekly off.
- 2. The manpower shall be interviewed before deployment in the building to ensure competency for the said work.
- 3. The general duty timings shall be 08:30 A.M. to 06:00 P.M. However duty timings can be scattered on the basis of functional needs.
- 4. O.T.A. shall be payable at normal rates for extra duties on Sunday/ Holidays and extra hours on any working day.
- 5. Only 8 Gazetted Holidays shall be allowed.
- 6. In case of unauthorised absence for more than 3 days, the Board reserves the right to replace the incumbent.
- 7. Concerning any dispute of wages/ arrears pertaining to the workers, the Board shall not be connected in any manner and the agency shall be directly accountable.
- 8. In case of any accident/ untoward incident, the agency shall be solely responsible.
- 9. The manpower shall have to wear uniform on duty.
- 10. The Electrician and Lift Operator must have knowledge of First-Aid treatment to meet any eventuality.
- 11. In case the Board is put to any financial loss directly or indirectly by any act of commission or omission by the manpower deployed by the agency, it shall be bound to compensate the loss.
- 12. Insurance and accident risks of the manpower shall be the responsibility of the agency.
- 13. In case of any dispute between the agency and the Board, the Chairman, CBSE shall appoint an Arbitrator whose his decision shall be binding on both the parties. The Arbitrator could be even an Officer of the Board.
- 14. The agency shall deploy a Technical Supervisor to oversee the working efficiency and also weekly meet the Board's Engineer for optimizing the output.
- 15. A detailed agreement shall be executed after the award of work.

SCEHDULE FOR CLERICAL MANPOWER

| S.no | Position | Qualifications | Proposed Salary (Rs.) | Likely numbers in HQ CBSE |
|------|-----------------------------------|---|--------------------------|--|
| 1. | Junior Assistant (Computer) | Graduate with good communication skills in English and Hindi Good knowledge of computer applications i.e. MS Word, MS Excel etc. Proficiency in Typing 30 w.p.m. in English 25 w.p.m. in Hindi | | 80-100 (depend upon the work load) |
| 2. | Multi Tasking Staff | 10 th pass with good communication skills & manners | | 20-30 |

Typical conditions for Clerical Manpower

- 1. The clerical staff comprising Junior Assistant (Computer) and MTS shall be required to attend office on 6 days a week.
- 2. In case of late sitting, OTA shall be payable at normal rates.
- 3. The duty timings shall be 9.00 a.m. to 5.30 p.m.

SCEHDULE FOR SECURITY

| S.no | Position | Qualifications | Proposed Salary (Rs.) | Likely numbers in HQ CBSE |
|------|---|---|--------------------------|--|
| 1. | Trained Security Guards | 10 th passed Excellent health with good physic Minimum experience 3 yrs Basic knowledge of fire & rescue system. Age limit: Below 45 yrs. | | 80-100 (depend upon the work load) |
| 2. | Security Supervisor | 12 th passed Excellent health with good physic Minimum experience 10 yrs Basic knowledge of fire & rescue system. Age limit: Below 50 yrs. | | 6 |
| 3. | Gunman/ armed guard (Ex- serviceman) | 10 th passed Excellent health with good physic Minimum experience 3 yrs Basic knowledge of fire & rescue system. Should have arms licence Age limit: Below 45 yrs. | | 4 |

Typical conditions for Security Services

- The job of the Security Agency will be to provide effective security to Board's Staff and provide protection to its Offices comprising of confidential and out of bound premises, infrastructure, office automations, keys of offices & rooms, staff quarter premises, stores, etc. located in Delhi/New Delhi/NCR on 24x7x365 days basis.
- 2 The safety & security of the employees & property/assets (fixed and moveable) of the Board shall be the primary responsibility of the Contractor.
- 3 The agency must be registered under Private Security Agencies (Regulation) Act 2005 and other Regulatory Body.
- 4 The wages shall be for 8 hrs duty inclusive of holidays, weekly off's and leaves of all types as given to the security personnel.
- 5 The Security Personnel should be Indian National only with no criminal case pending.
- 6 The wages should not be paid below applicable minimum wages structure and the quoted rates should be inclusive of all allowances and statutory levies etc.
- 6. Copies of Discharge Certificates issued by the Defence Hqrs. will have to be submitted in respect of Ex-Servicemen Security Personnel at the time of their deployment. The Security Agency shall have to ensure that the Supervisor and the Gunmen are Exservicemen only.
- 7. Only personnel discharged/retired from Army, Navy, Air Force, BSF, CISF, Assam Rifles, ITBP and Para-military forces will be treated as Ex-Servicemen and as notified in the Gazette of India, Extraordinary, Part II, Section 3, Sub section (i) by Ministry of Personnel, Public Grievances and Pensions, Government of India, vide its Gazette Notification dated 04.10.2012
- 8. Security Personnel once posted shall not be changed without prior permission of the Board.
- 9. Uniform, Arms, Metal Detectors, Walky Talkies, Whistles, Batons, Rechargeable Torches, Umbrellas, other items/equipments, etc. as may be required for effective discharge of security services shall be provided by the Security Agency only at its own expenses.
- 10. Opening and closing of the office doors/windows and putting locks after office hours and on holidays shall be the responsibility of the Security Personnel and they shall ensure that all lights/fans and other electrical equipments are switched off immediately after the staff has left.

- 11. The Security Personnel should also know the usage of various types of Fire Fighting Equipments and other security related gadgets.
- 12. Losses caused to the Board due to negligence/lapses/denigration on the part of Security Personnel will be recovered from the Agency/Contractor.
- 13. After awarding the work contract, if the Security Agency fails to provide the desired strength of Security Personnel (Ex-servicemen/professionally trained) as described in the work order/contract for taking over the charge from the present Security Agency on the given date/time, the offer of contract will automatically stand cancelled without any notice and the total Earnest Money will be forfeited.
- 14. The Contract agreement shall initially be valid for a period of one year but can be extended further on year to basis subject to mutual agreement and satisfactory services & performances to be reviewed every year.
- 15. The successful tenderer shall provide the complete profile of all the Security Personnel so deployed by them with the Board with his proof of educational qualification, date of birth, latest passport size photograph and also Service/Discharge Certificate/Copy of individual Pension Bank Account Pass Book in case of Ex-Servicemen Security Personnel. This should be provided to the Board for record within 5 (five) days of the issue of the work order/contract.
- 16. The security personnel and security supervisors deployed by the Contractor for security duty should be well trained in fire fighting, operating the fire-protection system(s)/equipment(s) and fire extinguishers and providing first-aid.
- 17. The Contractor shall maintain a register for marking the attendance by security personnel deployed by him at each site, which shall be seen/verified by the Security Incharge of the Board, regularly. All deployed security personnel shall be enrolled in Biometric Attendance devices, installed at all CBSE premises.
- 18. Unauthorised entry in the Board's offices is restricted. The security personnel on duty at the gates/reception will ensure that only authorised/concerned students/persons/stakeholders enter the premises of the Board after proper security check.
- 19. The Contractor will not allow unauthorised entry to persons to roam about; cut trees /grass / firewood, perform sales or promotional campaigns of any kind not related with the Board or damage any civil or electrical work / fittings or to scale or damage the boundary wall from in/out side of the Board premises. It is also to be strictly monitored that no outsider should park his/her vehicle inside the boundary of the premises.

- 20. The Contractor will also have the responsibility to safeguard the Board's moveable and immovable property, besides protecting the environment.
- 21. The Contractor shall ensure opening and proper locking of the rooms of Board premises. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment, etc., the responsibility shall be of the Contractor and he shall report the same to the Security Incharge of the Board. If after a departmental enquiry, it is found that the loss has occurred due to negligence of the Contractor's guard/guards on duty, the Administration Department will have full power to recover the loss in full or adjust from the dues or security deposit of the Contractor. The decision of the Secretary, CBSE in this regard will be final and binding on the Contractor.
- 22. During surprise checks by any authorised officer of the Board, if a particular guard is found negligent/sleeping/drunk on duty, the Contractor will have to withdraw the guard from the Institute forthwith which may even entail cancellation/termination of contract for the rest of the period.
- 23. Deployment of any fresh staff in replacement should be only with the prior permission of the Institute. The Contractor shall deploy only those whose antecedents have been verified by the Police Authorities/District Sainik Board/Record Officers of the Defence Services.
- 24. The Security Agency or his personnel shall not use the premises allotted to him/her for any purpose other than the purposes defined and shall not act in any manner as to cause any nuisance or annoyance to the Board.
- 25. The Security Agency or his employees shall not aid or participate or support any anti-organizational/anti-social/immoral/unethical/uncivilized activity under any circumstances and shall strictly restrict only to the work awarded under the contract.
- 26. The Security Agency's rates shall remain constant throughout the contract period except where minimum rates/wages/VDA are revised by the Central or State Govt. (whichever is applicable)
- 27. In the event of a security personnel not reporting for duty, alternate arrangements shall be made by the Security Agency, immediately without jeopardizing the security of the Board.
- 28. The Contractor or his Field Officer shall ensure his presence at a short notice when required by the Board. The Contractor shall invariably provide regular briefings to the deployed personnel for better coordination and effective service delivery.

- 29. The Contractor shall conduct mock exercise in fire fighting quarterly at his expenses, so as to keep his staff acquainted with the latest fire-fighting techniques.
- 30. The Contractor shall engage personnel who are physically/mentally/medically fit. They should be free from all infections/communicable diseases. The Contractor shall get his employees medically examined before deploying them at the Board and once in a year and submit their medical fitness certificates as periodically to the Board.
- 31. The Contractor shall provide weekly off/holidays to his deployed security personnel as per rules but it will be his responsibility to ensure uninterrupted services on all days on a 24 x 7 basis. No security personnel/supervisor shall be deployed on double duty shift during consecutive duty timings, unless there are compelling reasons for that. In case such deployments are found to be a routine affair, it would be viewed seriously and may result in termination of the contract. The security personnel on duty shall be rotated from one shift to another at proper intervals on 3-shift basis of 8 hours each in a day.

32. The Contractor shall ensure the following:

- a) No property/material of Board of any kind is removed by any official/private person without a proper gate-pass issued by the authorised officials of Administration Section of the Board.
- b) Any loss/damage to goods or property of Board due to negligence on the part of the security personnel shall be made good by the Contractor within 7 days of the date of its communication to him. In case of non-compliance of the same, the loss in part or in full shall be recovered of from the monthly payment of the ensuing month or from the security deposit or/and entail forfeiture of the security deposit deposited with the Board and/or may invite termination of the contract agreement.
- c) No report for any loss/damage to property of Board shall be lodged with police by the Contractor without the written approval/consent of the Competent Authority of the Board.
- d) The Board shall have the right to adopt any measures/set-up a system for ensuring proper performance of duty of security personnel deployed by the Contractor, their being punctual, in proper uniform, equipped with batons/lathis, walky talkies, torches, whistles, etc. The number of personnel can be increased or decreased depending upon the workload to be assessed by Board from time to time or as and when required and intimated to the Contractor.
- e) It shall be the duty of the Contractor to withdraw all the personnel deployed by him at the offices of the Board upon termination of contract for whatsoever reason

and ensure that no person creates any disruption/hindrance/problem of any nature to the Board.

- f) In the event of any question, dispute/difference arising under the agreement or in connection herewith (except where resolution has been specifically provided under the agreement) the same shall be referred to the Sole Arbitrator as mutually decided. The award of the arbitrator shall be final and binding on both the parties.
- g) Any disputes arising out of or in any way connected with this contract shall be deemed to have arisen in Delhi/New Delhi and only the courts in Delhi/New Delhi shall have jurisdiction to determine the same.

A detailed agreement shall be executed after the award of work.

SCEHDULE FOR HOUSEKEEPING

| S.no | Position | Qualifications | Proposed Salary (Rs.) | Likely numbers in HQ CBSE |
|------|------------|--|--------------------------|---------------------------|
| 1. | Safaiwala | 8 th passed Experience in sweeping & cleaning with basic knowledge of use of disinfectants and their applications Age: Below 45 yrs. | | 40-50 |
| 2. | Supervisor | 12 th passed 5 yrs experience as Supervisor Detailed knowledge of disinfectants and chemicals, their applications Desirable: Diploma in public health & hygiene | | 1 |
| 3. | Plumber | ITI passed, 5 yrs experience, services required two days a week (as per requirement) | | 1 |
| 4. | Sewerman | Experienced person, services required once a week | | 1 |

Timing of Work:

- i) **Daily Work**: From 7.00 a.m to 12.30 noon, 1.30 p.m to 4.30 p.m. (one person up to 6.00p.m)
- ii) The Supervisor shal ensure that entire premises have nicely been cleaned and all toilets/urinals/sanitary systems are functional by 9.00 am. A detailed work report shall be given to Engineer-incharge at 10 am. and 2nd time at 2.30 p.m for review of progress and prospective planning.
- iii) The waste material removed on daily basis as per instructions of the Board.
- iv) The cleaning work shall be mechanical as well as manual the details of the equipments is mentioned at Annexure-I. Other items of material are given in Annexure-II. It is made clear that only branded material shall be allowed to be used. Corridors, staircases and reception etc. needs to be cleaned after every 2 hours.
- v) Spray of finit/hit etc. is a must for keeping the rooms free from mosquitoes/flies, cockroaches etc.
- vi) Curtains, sofa and cushioned chairs are to be cleaned with vacuum cleaner. Room fresheners of reputed brands shall only be used. Towel has to be provided in each toilet daily after washing.
- vii) A detailed agreement shall be executed after the award of work.

SECTION-9

CRITERIA FOR EVALUATION OF TENDER

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

Section -10 PROFORMA FOR TECHNICAL BID

| 1 | Name of Agency | |
|----|--|--|
| 2 | Profile of the agency | |
| 3 | Name of Contractor/Director | |
| 4 | Full Address of Registered Office | |
| | a. Telephone No. | |
| | b. Fax No. | |
| | c. E-mail Address | |
| 5 | Full Address of Operating/Branch | |
| | Office | |
| | a. Telephone No. | |
| | b. Fax No. | |
| | c. E-mail Address | |
| 6 | Banker of Agency with Full Address | |
| | (Attach certified copy of Account for | |
| | the last three years issued by the Bank) | |
| | Telephone number of Banker | |
| 7 | Registration No. of the Agency under | |
| | the Companies Act (Attach attested | |
| | copy of the Registration) | |
| 8 | Registration and Licence No. of the | |
| | Agency under Contract Labour | |
| | (Regulation and Abolition) Act, 1972 | |
| | (Attach attested copy of the | |
| 0 | Registration) | |
| 9 | PAN No. of the Company (Attach | |
| | attested copy of PAN card of the | |
| 10 | Agency) | |
| 10 | Service Tax Registration No. (Attach attested copy of the registration | |
| | certificate) | |
| 11 | EPF Registration No. (Attach attested | |
| 11 | copy of the registration certificate) | |
| 12 | ESI Registration No. (Attach attested | |
| 12 | copy of the registration certificate) | |
| 13 | ISO/SA 8000/OHSAS 18001 No. | |
| 13 | (Attach attested copy of any one of the | |
| | certificate | |
| | continente | |

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

| Financial Year | Amount (Rs. Lacs) | Remarks, if any |
|----------------|-------------------|-----------------|
| 2009-10 | | |
| 2012-11 | | |
| 2011-12 | | |

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

| Financial Year | Number of Employees (categorywise break-up may be provided) |
|----------------|---|
| 2010-11 | |
| 2011-12 | |
| 2012-13 | |

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

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

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

Signature of authorized person

DECLARATION

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

Section 11 PROFORMA FOR FINANCIAL BID

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

| Description | Rate* |
|------------------------------------|-------|
| ESI | |
| EPF | |
| EDLI | |
| Any other charges (please specify) | |
| Cost per head (A) | |
| Service Charges (B) | |
| Total Cost (A) + (B) | |

^{*} The above rate is the additional amount over and above the monthly salary to the personnel as separately described in Section-8 of the tender document.

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

The rates of the following machines should be quoted by the firm clearly as per format below.

MACHINES AND EQUIPMENTS DETAIL

| SI.No. | Equipment | Model | Nos. | Recovery rate per day (if equipment not provided/available/out of order for more than three days) |
|--------|---|---|------|---|
| 1 | Single disc Scrubber | Eureka Forbes- Mega 50+ or As approved by the Engineer-in-charge | 2 | Rs.1000/- |
| 2. | Walk Behind Scrubber Drier | Eureka Forbes-ABILA 50 E/B or As approved by the Engineer-in-charge | 1 | Rs. 500/- |
| 3. | High pressure water jet cleaners | Eureka Forbes-3-30 XT or As approved by the Engineer-in-charge | 2 | Rs. 1000/- |
| 4. | Dry Vacuum Cleaner | Eureka Forbes- Z Power or As approved by the Engineer-in-charge | 2 | Rs. 500/- |
| 5. | Heavy Duty Wet & Dry Vacuum Cleaner | Eureka Forbes- ZW 35 SS or As approved by the Engineer-in-charge | 1 | Rs. 600/- |
| 6. | Manual Walk Behind Sweeper | Eureka Forbes- WS 65 A or As approved by the Engineer-in-charge | 1 | Rs. 400/- |
| 7. | Glass cleaning telescopic kit with detergent squeeze provision | Eureka Forbes/ As approved by the Engineer-in-charge | 2 | Rs. 100/- |
| 8. | Dust Flat Mops & Frames | Eureka Forbes/ As approved by the Engineer-in-charge | 2 | Rs. 50/- |

| 9. | Mopping trolley | Eureka Forbes- Sky 2.25 | 2 | Rs. 200/- |
|-----|-------------------|-------------------------|----|-----------|
| | with double | or As approved by the | | |
| | bucket system | Engineer-in-charge | | |
| 10 | Cattan Aliana | Franks Franks a / A a | 20 | D- 400/ |
| 10. | Cotton/Viscose | Eureka Forbes/ As | 30 | Rs. 100/- |
| | Mops of different | approved by the | | |
| | sizes | Engineer-in-charge | | |
| | | | | |

ANNEXURE-II

LIST OF ITEMS/CLEANLINESS MATERIAL REQUIRED ON MONTHLY BASIS FOR HQ BLDG. WITH COVERED AREA 75000 SQ.FT.

| 1. | Phenyl (liquid).(Reputed Brand) | 20 Ltrs. |
|-----|--|--------------|
| 2. | Cleanzo sanitizer | 100 Pcs. |
| 3. | Fixol Sanitizor | 100 Pcs. |
| 4. | Odonil (Reputed Brand) | 50 Pcs. |
| 5. | Liquid Soap(Homacol/Fem/Dettol) | 50 Ltrs. |
| 6. | Soap Cakes(Lifeboy/Lux) | 10 Pcs. |
| 7. | Vim Powder (Reputed Brand) | 5 Kg. |
| 8. | Nirma | 5 Kg. |
| 9. | Surf (Excel/Tide) | 5 Kg.p |
| 10. | Acid | 2 Ltrs. |
| 11. | Tat | 10 Mtrs. |
| 12. | Duster White | 12 Nos. |
| 13. | Floor Duster(Mops) | 12 Nos. |
| 14. | Room Freshner(Premium/Odonil) | 3 Pcs. |
| 15. | Nap. Balls(Premium Brand)/Cubes (A1 bran | nd) –40 Pkt. |
| 16. | Teepol/Harpic/Sani-fresh | 5 Nos. |
| 17. | Thinner (Wembley) | 2 Ltrs. |
| 18. | Brasso(Polish) | 400 Gms. |
| 19. | Mansion floor polish | 1 Kg. |
| 20. | Finit with pump | 10 Ltrs. |
| 21. | Homacol cake | 20 Pkts. |
| 22. | Hariyal Jharoo | 10 Nos. |
| 23. | Phool Jharoo | 20 Nos. |

| 24. | Bamboo jharoo | | 5 Nos. |
|-----|---------------------|---------|---------|
| 25. | Vipers | | 15 Nos. |
| 26. | Yellow dusters. | | 20 Pcs. |
| 27. | Markin Cloth. | | 5 Mtrs. |
| 28. | Colin Spray | | 6 Nos. |
| 29. | HIT Spray (Black) | 5 Nos. | |
| 30. | Lizol floor cleaner | 5 Ltrs. | |
| 31. | СТС | | 1 Ltr. |
| 32. | Toilet Paper rolls | | 30 Nos. |
| 33. | Old Dhoti | | 8 Nos. |

Any other item required for cleanliness as per directions of the Engineer- in-Charge.

Cleaning Chemicals for mechanical cleaning

| S.N | I. Chemical | Applicable Area | Qty. |
|-----|-------------------------------|-----------------------|--------------|
| 1. | R 1 Chemical Bathroom Cleaner | Bathroom Item | 2 x 5 ltrs. |
| 2. | R 2 Hard Surface Cleaner | Tiles, Marble Granite | 2 x 5 ltrs. |
| 3. | R 3 Glass Cleaner | Glass Cleaner | 2 x 5 ltrs. |
| 4. | R 6 Toilet Bow1 Cleaner | Urinals, Commodes | 3 x 5 ltrs. |
| 5. | Liquid Soap | Hand Wash | 10 x 5 ltrs. |
| 6. | Spiral-Floor Cleaner | Kota, Cemented Floor | 6 x 5 ltrs. |

Other Ancillary Items

| 1. | Rehdi for collection of Kuda/Waste | 1 Nos. |
|----|------------------------------------|---------|
| 2. | Dustbin with lid | 12 Nos. |
| 3. | Ladder (6 feet height) | 1 No. |
| 4. | Ladder (10 feet height) | 1 No. |

| 5. | Buckets | 15 Nos. |
|-----|--|--------------------------------|
| 6. | Plastic Drums (200 ltrs.) | 2 Nos. |
| 7. | Plastic Jugs. | 24 Nos. |
| 8. | Plastic Mugs. | 24 Nos. |
| 9. | Cob Web's Remover | 4 Nos. |
| 10. | Sweeping Brush | 2 Nos. |
| 11. | Sling Brush | 2 Nos. |
| 12. | Comando Brush | 2 Nos. |
| 13. | Scrubbing Brushes of various sizes. | 12 Nos. |
| 14. | Plastic RC Water pipe with jet/nozzle. | 1 Set |
| 15. | Dust bin (small) with Lid | 24 Nos. |
| 16. | Bambo splits for drainage/sewer clean | ing20 Mtrs. |
| 17. | Trap Cleaner with wooden handle (3" | & 4")12 Nos. |
| 18. | Towels as per requirement. | 30 Nos. |
| | | |
| | | Authorized Signatory |
| | | Name_ |
| | | Designation_ |
| | | ~ |
| | | Signature of authorized person |

Date:

ANNEXURE-II

LIST OF ITEMS/CLEANLINESS MATERIAL REQUIRED ON MONTHLY BASIS FOR SHIKSHA SADAN BLDG. WITH COVERED AREA 15000 SQ.FT.

| 1. | Phenyl (liquid).(Reputed Brand) | 10 Ltrs. |
|-----|--|-------------|
| 2. | Cleanzo sanitizer | 20 Pcs. |
| 3. | Fixol Sanitizor | 20 Pcs. |
| 4. | Odonil (Reputed Brand) | 10 Pcs. |
| 5. | Liquid Soap(Homacol/Fem/Dettol) | 5 Ltrs. |
| 6. | Soap Cakes(Lifeboy/Lux) | 5 Pcs. |
| 7. | Vim Powder (Reputed Brand) | 2 Kg. |
| 8. | Nirma | 2 Kg. |
| 9. | Surf (Excel/Tide) | 2 Kg.p |
| 10. | Acid | 1 Ltrs. |
| 11. | Tat | 6 Mtrs. |
| 12. | Duster White | 6 Nos. |
| 13. | Floor Duster(Mops) | 6 Nos. |
| 14. | Room Freshner(Premium/Odonil) | 1 Pcs. |
| 15. | Nap. Balls(Premium Brand)/Cubes (A1 bran | nd) –8 Pkt. |
| 16. | Teepol/Harpic/Sani-fresh | 1 Nos. |
| 17. | Thinner (Wembley) | 1/2 Ltrs. |
| 18. | Brasso(Polish) | 100 Gms. |
| 19. | Mansion floor polish | 200 Gms. |
| 20. | Finit with pump | 2 Ltrs. |
| 21. | Homacol cake | -4 Pkts. |
| 22. | Hariyal Jharoo | 3 Nos. |
| 23. | Phool Jharoo | 4 Nos. |
| 24. | Bamboo jharoo | 5 Nos. |

| 25. | Vipers | 15 Nos. |
|-----|---------------------|---------|
| 26. | Yellow dusters. | 20 Pcs. |
| 27. | Markin Cloth. | 5 Mtrs. |
| 28. | Colin Spray | 6 Nos. |
| 29. | HIT Spray (Black) | 5 Nos. |
| 30. | Lizol floor cleaner | 5 Ltrs. |
| 31. | СТС | 1 Ltr. |
| 32. | Toilet Paper rolls | 30 Nos. |
| 33. | Old Dhoti | 8 Nos. |

Any other item required for cleanliness as per directions of the Engineer- in-Charge.

Cleaning Chemicals for mechanical cleaning

| S.N. | Chemical | Applicable Area | Qty. |
|----------------|-----------------------------|-----------------------|--------------|
| 7. R 2 | L Chemical Bathroom Cleaner | Bathroom Item | 2 x 5 ltrs. |
| 8. R 2 | 2 Hard Surface Cleaner | Tiles, Marble Granite | 2 x 5 ltrs. |
| 9. R 3 | 3 Glass Cleaner | Glass Cleaner | 2 x 5 ltrs. |
| 10. R 6 | 5 Toilet Bow1 Cleaner | Urinals, Commodes | 3 x 5 ltrs. |
| 11. Lic | juid Soap | Hand Wash | 10 x 5 ltrs. |
| 12. Sp | iral-Floor Cleaner | Kota, Cemented Floor | 6 x 5 ltrs. |

Other Ancillary Items

| 1. | Rehdi for collection of Kuda/Waste | 1 Nos. |
|----|------------------------------------|---------|
| 2. | Dustbin with lid | 12 Nos. |
| 3. | Ladder (6 feet height) | 1 No. |
| 4. | Ladder (10 feet height) | 1 No. |
| 5. | Buckets | 5 Nos. |

| 6. | Plastic Drums (200 ltrs.) | Nil |
|-----|--|----------------------|
| 7. | Plastic Jugs. | 5 Nos. |
| 8. | Plastic Mugs. | 5 Nos. |
| 9. | Cob Web's Remover | 2 Nos. |
| 10. | Sweeping Brush | 1 Nos. |
| 11. | Sling Brush | 1 Nos. |
| 12. | Comando Brush | 1 Nos. |
| 13. | Scrubbing Brushes of various sizes. | 3 Nos. |
| 14. | Plastic RC Water pipe with jet/nozzle. | 1 Set |
| 15. | Dust bin (small) with Lid | 6 Nos. |
| 16. | Bambo splits for drainage/sewer clear | ning10 Mtrs. |
| 17. | Trap Cleaner with wooden handle (3" | & 4")2 Nos. |
| 18. | Towels as per requirement. | 6 Nos. |
| | | |
| | | Authorized Signatory |
| | | Name |
| | | Designation |
| | | |

Signature of authorized person

Date:

NOTE: The cost of material must be mentioned separately for each building.

Section-12

DOCUMENTS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID

| a | Registration Certificate under Companies Act. |
|---|--|
| b | Registration Certificate under Contract Labour (Regulation & Abolition) |
| | Act, 1972. |
| c | Copy of PAN card of the Agency (not of the individual). |
| d | Copy of the IT return filed for the last three financial years by the Agencies |
| | (not by the individual). |
| e | Copy of EPF registration certificates. |
| f | Copy of ESI registration certificates. |
| g | Copy of the Service Tax registration certificate. |
| h | Copies of contracts awarded by the Central Government/ State Government/ |
| | PSUs/ Bank/reputed private firms. |
| i | Certified copy of bank A/c for the last three years issued by the bank. |
| j | Copy of the Turnover statement of last three years duly certified by |
| | Chartered Accountant. |
| k | Registration certificate of branch offices in Delhi and NCR. |
| 1 | Copy of ISO/SA/OHSAS 18001 certificate |
| | |

Section-13

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT **OF HOUSEKEEPING, SECURITY, CLERICAL & TECHNICAL MANPOWER**

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

UNDERTAKING

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

| | Signature of the Authorised Signatory |
|---------|---------------------------------------|
| Date :- | |
| Place:- | |
| | Designation: |
| | (Office seal of the Bidder) |

Section- 14

CHECK-LIST

CHECK LIST ON PREPARATION OF BIDS

| Sl. No. | Particulars | YES/NO |
|---------|--|--------|
| 1. | Have you filled in and signed the Contact Details Form? | |
| 2. | Have you read and understood various conditions of the Contract and shall abide by them? | |
| | TECHNICAL BID | |
| 3. | Have you enclosed the EMD of Rs.1,00,000/- in the Technical Bid? | |
| 4. | Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents? | |
| 5. | Have you attached proof of having met the following minimum eligibility criteria? | |
| 5.1 | Legal Valid Entity: Have you attached attested Certificate issued by the Registrar of firms / Companies? | |
| 5.2 | Financial Capacity: Have you attached Audited Balance Sheets? | |
| 5.3 | Registration with Government Bodies like ESIC, EPF, Labour Laws: Have you attached a Registration copy of each of the certificate? | |
| 5.4 | Experience: Have you attached the attested experience certificates issued by the Organisations / Government Deptts of the last five years? | |
| 5.5 | Human Resource: Have you attached proof of number of personnel employed by your firm? | |
| 5.6 | Have you attached certified copy of quality assurance certificate like ISO/SA/OHSAS 18001 etc? | |
| 6. | Have your Technical Bid been packed as per the requirements of the Tender? | |
| | FINANCIAL BID | |
| 7. | Is your financial Bid proposal duly filled, sealed and signed on all pages? | |
| 8. | Have you quoted your rate for personnel & machine? | |
| 9. | Have your financial bid been packed as per Tender? | |