

Central Board of Secondary Education

Regional Office, Sector – 5, Panchkula, Haryana

Tender No. 001/2014

Bid Document

Tender for Providing Manpower Services

(Visit us at www.cbse.nic.in)

(Year – 2014)

Price: Rs. 500/- only

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Central Board of Secondary Education Regional Office, Sector – 5, Panchkula Haryana – 134 152	
Office of Issue	Central Board of Secondary Education, Regional Office, Sector – 5, Panchkula, Haryana – 134 152
Tender No.	001/2014
Tender Forms Available at Website	www.cbse.nic.in
Date and Time of Issue/Publishing	30.01.2014
Document Download/Sale Start Date & Time	30.01.2014
Bid Submission Start Date & Time	----
Bids Submission Last Date & Time	10.02.2014 & 3:30 P.M.
Date and Time of opening of Technical bid	10.02.2014 & 3:50 P.M.
Place of opening of Technical bid	CBSE, Regional Office, Sector – 5, Panchkula, Haryana
Date of opening of Financial bid	To Be intimated later

E-tenders are invited for providing manpower services personnel in CBSE, Regional Office, Panchkula and from **reputed, experienced and financially sound Manpower Companies/Firms/Agencies for a period of one year** commencing from the date of signing of agreement.

Bidders shall have to deposit **Bid Security of Rs. 50,000/- (Rupees Fifty thousand only)** in the form of Demand Draft drawn on any Scheduled Bank in favour of **"Secretary, CBSE" payable at Panchkula** along with the bid.

This Board reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all the tenders without giving any notice or assigning any reason. The decision of the Joint Secretary (A&L), CBSE in this regard shall be final and binding on all.

Bid Document is available on Website: www.cbse.nic.in for downloading purpose. A crossed Demand Draft/ Bankers' cheque of **Rs. 500/-** from any **Scheduled Bank should be enclosed in favour of "Secretary, CBSE" payable at Panchkula** as Tender fee amount along with Bid Security. **Tender fee is non-refundable.**

**Sd/
Regional Officer**

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The Central Board of Secondary Education, Regional Office located at Sector – 5, Panchkula, Haryana requires the services of reputed, well established and financially sound manpower Companies / Firms / Agency to provide manpower as per **Annexure–I**.
2. The contract is likely to commence from **March' 2014** and would continue till **February' 2015**. The period of the contract may be further extended for a period of another one year after the completion of the contract provided the requirement for Attendants persists at that time period of tender be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the Tenderer. The Competent Authority, however, reserves right to terminate this initial contract at any time after giving one month notice to the selected service providing Company / Firm / Agency.
3. The various crucial dates relating to **"Tender for Providing Manpower Services to Central Board of Secondary Education"** are cited as under :
 - i) **Date for view/downloading/ submission of e-Tender** : **From 30.01.2014**
 - ii) **Last date & time for submission of bid** : **10.02.2014, Time 3:30 P.M.**
 - iii) **Physical submission of EMD** : **10.02.2014, Time 3:30 P.M.**
 - iv) **Place of opening the Tenders** : **CBSE, Regional Office, Sector – 5, Panchkula**
 - v) **Date & Time for opening of Technical Bids.** : **10.02.2014, Time 3:50 P.M**
 - vi) **Date & Time for opening of Financial Bids** : **To be notified later.**
 - vii) **Validity of Tenders** : **90 days from the date of Tender Opening**
 - viii) **Likely date for deployment of Attendants:** : **March, 2014**
4. The tenders are invited under **two-bid system i.e. Technical Bid and Financial Bid**.

5. The Earnest Money Deposit (EMD) of Rs. 50,000/- (Rs. Fifty thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft/ Pay Order from any of the Scheduled Bank at Panchkula drawn in favour of the Secretary, CBSE valid for a period of 90 days. Offer not accompanied by Earnest Money and tender fee will be summarily rejected.
6. **The successful tenderer will have to deposit a Performance Security Deposit of the value of 10% of the total work-order within 15 days of the receipt of the formal order.** The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of the Secretary, CBSE or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of the Company / Firm / Agency **but hypothecated to the Secretary, CBSE.** The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.
7. The tenderer are required to enclose self attested photocopies of the following documents along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further:**
 - (a) Registration Certificate and valid Licence under contract labour (Regulation & Abolition) Act;
 - (b) Copy of PAN/GIR card;
 - (c) Copy of the IT return acknowledgements for the last two financial years;
 - (d) Copies of EPF and ESI certificates;
 - (e) Copy of the Service Tax Registration Certificate;
 - (f) Work experience of similar work with Govt. Ministers/PSUs/Autonomous Bodies during the past two years.
 - (g) Documents for minimum financial turnover of Rs. 1 Crore per annum during the last two years.
 - (h) DD of Rs. 50,000/- (refundable EMD).
 - (i) DD of Rs. 500/- as cost of tender.
9. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
10. The Technical Bid shall be opened first on the scheduled date and time (At 3:30 P.M on 10.02.2014), in CBSE, Regional Office, Sector – 5, Panchkula in the presence of the representatives of the Companies, Firms/ Agencies, if any, who wish to be present on the spot at that time. Performance on Technical Bids shall be evaluated by the competent authority. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date & place to be notified later in presence of short listed contractors or their authorized representatives.
11. The Competent Authority of the Board reserves the right to annul any or all bids without assigning any reason.
12. The bidder shall quote the Technical & Financial Bids as per the format enclosed at **Annexure I & III.**

TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM / AGENCY

1. The tendering manpower Company/ Firm/ Agency should fulfil the following technical specifications:
 - (a) The Registered or Branch Offices of tenderer should be located either in **Panchkula/Chandigarh/Mohali**;
 - (b) The tenderer should be registered with the appropriate Registration Authority;
 - (c) The tenderer should have at least Two Years Experience in providing manpower to Public Sector Companies/ Banks and Government Departments etc;
 - (d) The tenderer should be registered with Income Tax, Service Tax and EPF departments;
 - (e) The tenderer should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (f) The tenderer should have a minimum financial turnover of Rs. 2 Crore per annum during the last two financial years.

TERMS AND CONDITIONS

General

1. The contract is likely to commence from **March, 2014** and shall continue for a period of one year, unless it is curtailed or terminated by the competent authority owing to deficiency of service, sub-standard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work. The rates shall remain constant & will not be subject to any variation during the currency of the contract except statutory increase in minimum wages.
2. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and the Board.
3. The contract may be extended, on the same terms and conditions or with some modification, for a further period not exceeding one year. **The modification of the rates shall be subject to the variation in the incidence of the statutory levies & contributions and revision of daily minimum wages at the time of obtaining the extension.**
4. The contracting Company/ Firm/ Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of the Board.
5. The requirement of the Board may increase or decrease during the period of contract. The tenderer would have to provide additional Attendants, if required, on the same terms and conditions.
6. The tenderer will be bound by the details furnished by him/ her to the Board, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/ her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/ her liable for legal action besides termination of contract.
7. Financial bids of only those tenderers who are technically responsive shall be evaluated.

8. Termination of Contract:

8.1.1 The competent authority may at any time terminate the Contract by giving one month written notice to the Contractor, without compensation to the contractor.

8.2 Optional Termination by the competent authority (Other than due default of the contractor): The Board may, at any time, at its option cancel and terminate this contract by one month written notice to the contractor short close the tender without any compensation to the contractor. Contractor shall be paid for the work, which has been actually completed upto the date of such action.

8.3.1 The JS (A&L), competent authority shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract etc. to the contractor directing the contractor to take corrective action. The contract shall automatically stand terminated.

8.3.3 "Any notice order or other communication sought to be served on the Contractor with reference to the contract shall deemed to be served if delivered by hand or sent by registered post to the office of Contractor at site or to the Contractor's head-office. While any notice or communications by contractor with reference to the contracts shall be valid if same is served/delivered by hand or through registered post to the office of Joint Secretary (A&L) at his head quarters."

9. The contracting agency shall ensure that the manpower deployed in the Board conforms to the technical specifications of age and language skills prescribed at page No.6 of the Tender Document.

10. The manpower employed by the agency shall be required to work normally as per the Board's working days, i.e. from Monday to Friday from 0900 hrs. to 1730 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. No extra wages will be paid for attending the office on such holidays. The attendant, if deputed for any official work outside the office within National Capital Region, shall not be entitled any other emoluments except only the actual bus fare for the purpose.

11. The tenderer shall furnish the following documents in respect of the individual Attendants deployed by it in the Board before the commencement of work:

- a. List of attendants shortlisted by the agency for deployment in CBSE containing full details i.e. date of birth, marital status, address, photographs, identification mark etc;
- b. Bio-data of the persons.
- c. Certificate of verification of antecedents of persons by local police authority.

12. In case, the person employed by tenderer commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence and security risks, the successful Company / Firm / Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the competent authority. The tendering company/ firm/ agency shall replace within two days any of its personnel who is found unacceptable to the Board. Any loss caused to Board by acts or omissions of deployed manpower shall be indemnified by the tenderer.

13. The tendering company shall provide identity cards to the personnel deployed in the Board carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.

14. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the Board.

15. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, tobacco chewing, smoking, loitering without work, chewingum or any other material which may cause unnecessary spitting.

16. The person deployed shall be required to report for work at 9000 hrs. to the Junior Engineer (Civil)/Caretaker and would leave at 1730 hrs. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted. In case of repetition of such instances, clause 18 will be applicable.

17. The agency shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with the Board so that optimal services of the persons deployed by the agency could be availed without any disruption.

18. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. **The delay by the Agency in providing a substitute beyond two working days shall attract liquidated damages @ Rs. 200/- per day (per such case) on the service-providing agency, besides deduction in payment on pro-rata basis.**

19. It will be the responsibilities of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in the Board and the Board will have no liabilities in this regard.

20. For all intents and purposes, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of Attendants so employed and deployed in the Board. **The persons deployed by the agency in the Board shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Central Board of Secondary Education.**

21. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. The Board shall, in no way, be responsible for settlement of such issues whatsoever.

22. The Board shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/ duties, or for payment towards any compensation.

23. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of the Board during the currency or after expiry of the contract.

24. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in the Board.

LEGAL

25. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the Board.

26. The tendering agency shall be liable to submit to this Department every month the list of employees deployed by them in the Board and their contribution towards Provident Fund, ESI and salary details.

27. Tendering agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Board to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

28. The tendering agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of the Board or any other authority under Law.

29. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by the Board.

30. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Board is put to any loss/ obligation, monetary or otherwise, the Board will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

FINANCIAL

31. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable (without interest) of Rs. 50,000/- (Rs. Fifty thousand only) either in the form of Demand Draft/ Pay Order drawn in favour of Secretary, CBSE or Bank Guarantee from a commercial bank made in the name of the Company/ Firm/ Agency but hypothecated to the Secretary, CBSE from any of the commercial banks. A bid not secured in as per the above format & prescribed amount shall be rejected by the Board as non-responsive. The validity of bid security shall extend up to a period of 30 days after the expiry of the period of bid validity prescribed by the Board.

32. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. **Further, if the agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

33. Bids, offering rates, which are lower than the minimum wages and contribution towards EPF and ESI (as applicable for Panchkula) for the pertinent category, would be rejected.

34. The successful tenderer will have to deposit a Performance Security Deposit equivalent to 10% of the estimated value of the contract subject to revision at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of the Secretary, CBSE or Bank Guarantee from a Scheduled Bank at Panchkula (As per enclosure at Annexure-V) made in the name of the Company / Firm / Agency **but hypothecated to the Secretary, CBSE**. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.

35. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the Board besides annulment of the contract.

36. The agency shall raise the bill, in triplicate, along with attendance sheet [duly verified by Junior Engineer (Civil) in respect of the persons deployed and submit the same to the Assistant Secretary (Admn) in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month, if the Board satisfy that the tendering agency has abide by all the terms & conditions of the contract. However, it shall be the liability of tenderer to pay wages to manpower deployed by it before 7th of succeeding month as per provisions of payment of Wages Act, 1936.

37. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of the competent authority.

38. FORCE MAJOUR:

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event a may come to an end or cease to exist, and the decision of the competent authority as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

39. ARBITRATION:

39.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Secretary, CBSE or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Secretary, CBSE or by whatever designation such officers may be called (herein after referred to as the said officer) and if the Secretary; CBSE or the said officer is unable or unwilling to act as such to the sole arbitrator or some other person appointed by the Secretary, CBSE, or the said officer, The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is CBSE Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as CBSE Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Secretary or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

39.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Act and Rules made there under.

39.3 The venue of the arbitration proceeding shall be the Office of the Secretary, CBSE or such other Places as the arbitrator may decide. The following procedure shall be followed:

39.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.

39.3.2 There should not be a joint submission with the contractor to the sole Arbitrator.

39.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party. 39.3.4 the onus of establishing his claims will be left to the contractor.

39.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.

39.3.6 The "points of defense" will be based on actual conditions of the contract.

39.3.7 The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual.

39.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".

39.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator. The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

40. Tenderers are requested to sign the Pre-Contract Integrity pact as per the enclosed format at Annexure- VIII.
41. The bidder should give a certificate that none of his/her near relative is working in the Board. The Bidder or its authorized signatory should furnish certificate saying that none of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state is working in the unit where the tender is being applied. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage.

The near relatives for this purpose are defined as:-

- (a) **Members of a Hindu undivided family (HUF).**
- (b) **Husband and Wife.**
- (c) **If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter-in-law),**

Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law).

The format of the certificate to be given is as follows:

"I.....s/o.....r/o..... hereby certify that none of relative(s) as defined in the tender document (Tender No. 001/2014-Rectt. is/are employed in the Board as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, Board shall have the absolute right to take any action as deemed fit, without any prior intimation to me."

42. The Chairman, CBSE reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

**Sd/
Regional Officer**

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For Providing services of manpower to Central Board of Secondary Education

1. Name of Tendering Company/ Firm / Agency : _____
(Attach certificate of registration with statutory authorities)

2. Name of proprietor / Director(s)/partners 1. _____
S/o, D/o, W/o _____

of Company/Firm/agency 2. _____ S/o, D/o, W/o

3. _____ S/o, D/o, W/o

3. Full Address of Regd. Office _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

4. PAN / GIR No. : _____
(Attach self attested copy)

5. Service Tax Registration No. : _____
(Attach self attested copy)

6. E.P.F. Registration No. : _____
(Attach self attested copy)

7. E.S.I. Registration No. : _____
(Attach self-attested copy)

8. Financial turnover of the tendering Company / Firm / Agency for the last Financial Years:
(Attach supporting documents)

Financial Year	Amount (Rs. lacs)	Remarks, if any
2011-12		
2012-13		

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

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

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

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

Signature of authorized person

Date:
Place:

Name:
Seal:

DECLARATION

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

Signature of authorized person

Date:

Full Name:

Place:

Seal of firm:

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. Application – Technical Bid;
2. Demand draft of Rs.50,000/-;
3. Demand draft of Rs.500/-;
4. Attested copy of registration of agency;
5. Certified copy of the statement of bank account of agency for the last three years;
6. Attested copy of PAN/ GIR Card;
7. Attested copy of the latest IT return filed by agency for last two financial years;
8. Attested copy of Service Tax registration certificate;
9. Attested copy of the P.F. registration letter / certificate;
10. Attested copy of the E.S.I. registration letter / certificate;
11. Certified document in support of financial turnover of the agency.
12. No near relative certificate [as per Clause 41 of Section II]
13. Certified documents in support of entries in column 8 of Technical Bid application;
 - a. **Copy of the terms and conditions at pages 9-16 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

For Providing services of manpower to Central Board of Secondary Education

1. Name of tendering Company / Firm / Agency:

2. Details of Earnest Money Deposit: Rs.

D.D. / P.O. No. & Date : _____

Drawn on Bank: _____

3. The components of rates per employee shall comprise such statutory payments & liabilities as applicable on date and revised from time-to-time as under-

S.N o.	Component of Rates	
1	Employees Provident Fund @ % of 1 above	
2	Employees State Insurance @ % of 1 above	
3	Payment of Bonus as per Bonus Act as applicable	
4	Service Tax Liability @ % of	
	Total	

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

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

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

Administrative Charges	
-------------------------------	--

Signature of authorized
person

Date:

Full Name:

Place:

Seal :

Notes:

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

BID FORM

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with terms &, conditions of contract and tech. requisites for sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

We undertake, if our Bid is accepted, to commence deliveries within deploy manpower within 15 days of issue of your work order.

Until a formal work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

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

We understand that you are not bound to accept the lowest or any bid, you may receive.
Dated thisday of2014.

Signature of
in capacity of

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

Witness.....

Tele No.(s):-.....

Signature.....

FAX No(s):-.....

Address.....

E-Mail Address:-.....

PERFORMANCE SECURITY BOND FORM

In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt -----
 ----- (hereinafter called 'the said Contractor(s)' from the demand, under the terms and conditions of an agreement /
 (Purchase Order) No. ----- Dated ----- made between ----- and -----
 for the supply of ----- (hereinafter called 'the said Agreement'), of performance security for the due
 fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on
 Production of a bank
 guarantee for ----- we, (Name of the bank) -----
 (hereinafter referred to as 'the Bank') at the request of ----- contractor(s) do hereby undertake to

pay to the CBSE an amount not exceeding ----- against any loss or damage caused to or suffered or would be
 Caused to or suffered by the CBSE by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

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

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

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

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

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

7.	We (name of the bank)	----- lastly undertake not to revoke this guarantee during its currency
Except with the previous consent of the CBSE in writing.		
Dated the ----- day of -----, Two thousand fourteen only.		

For -----
 (Indicate the name of the bank)

Witnesses: -

1.

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

2.

Contract Form

1. This agreement is made this day.....between, herein after called " name of company" the first party which expression shall include his heirs, executors and administrators/ their successors and Central Board of Secondary Education, herein after called "CBSE", the second party, through JS (A&L), CBSE (HQ), New Delhi herein after include his successors and assignees, shown as under :-
2. That WHEREAS the first party shall and will services of the manpower details of which are given in annexure –I to this office tender noticedatedat the rated quoted byvide their tender..... dated and as per all the terms and conditions given in Notice Inviting Tender (NIT) and the aforesaid tender notice dated.....which shall become part and parcel of this agreement.
3. That the first party would raise demand and the payment shall be done in accordance with Clause 36, of aforesaid tender document.
4. The Performance Security Bond would be encashed by second party in case first party fails to deliver items and/or breaches terms & condition of the aforesaid tender document.
5. In accordance with the Tender document No. this agreement is made for a period of one year from, as in Clause 2 of Section II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS
.....DAY OF.....2014.

Witness for Contractor

Witness for CBSE

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender of -----

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

Order of Preference	Name	Specimen signature
---------------------	------	--------------------

I

II

Alternate Representative

Signatures of bidder

Or

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

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on _____ day of the month of _____ 2014, between, on one hand, the Central Board of Secondary Education acting through Joint Secretary (A&L) (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the first part and M/s _____ represented by shri _____, chief executive officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires , his successors and permitted assigns)of the second part .

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

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

Now, THEREFORE,

To avoid all forms of corruption by following a system that is fair , transparent and free from any influence /prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired manpower services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or accept, directly or through intermediaries, any bribe, consideration, gift, reward favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre- contract stage treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. COMMITMENT OF BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payment to be made by them to agents/brokerage or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER, either while presenting the bid or during pre- contract negotiations or before signing the contract shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members agents, brokers or any other intermediaries in connection with the contract details or/and the services agreed upon for such payments.
- 3.6 The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the BUYER as part of the business deal, relationship regarding plans, technical proposals and business details, including information

contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

4. **previous transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three year immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any government Department in India that justify BIDDER'S exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender propose or the contract, if already awarded. Can be terminated for such reason.

5. **Earnest money (security deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount_____ (to be specified in RFP) as Earnest money/security, with the BUYER through any of the following instruments:-
 - (i) Bank draft or a pay order in favor of _____
 - (ii) A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever .the demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest money / Security deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance bond in the purchase contract that the provisions of sanction for violation shall be applicable for, forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one Employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage)and/or Security Deposit /Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sum already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR . If any outstanding payment is due to the BIDDER from the BUYER in outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encase the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER in order to recover the payments, already made by the BIDDER, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five year, which may be further extended at the discretion of the Buyer.
 - (viii) To recover all sum paid in violation of this pact by bidder (s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable letters of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of corruption.
- 6.3 The decision of the BUYER to the effect that breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor (s) appointed for the purpose of this pact.

7. **Fall Clause**

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

8. **Independent Monitors**

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

- 8.2 The task of the Monitors shall be to review Independent and objectively, Whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the access all the documents relating to the project/procurement, including minutes of meeting.
- 8.5 As soon as the monitor notice, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER (s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontractor(s) with confidentiality.
- 8.7 The BIDDER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties the parties will offer to the monitor the option to participate in such meetings.
- 8.8 The monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provision of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and place of jurisdiction**

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

11. **Other Legal Actions**

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

12. **Validity**

The validity of this Integrity Pact shall be from date of this signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later, In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER BIDDER

Name of the Officer	CHIEF	EXECUTIVE	OFFICER
Designation			
Deptt. /MINISTRY/PSU			

Witness
1. _____

Witness
1. _____

2. _____

2. _____

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

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

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

Sr. No.	Documents (Please refer to clause 6.1 of Section II for filling this Check list)	Page No.
1	Registration Certificate with statutory authorities	
2	Copy of PAN/ GIR Card	
3	Copy of the IT Return filed acknowledgements for the last two years	
4	Income Tax Return Filed Acknowledgments for last two years	
5	Copies of the Service Tax Registration Certificate	
6	Work experience of similar work with Govt. Ministries/ PSUs/ Autonomous Bodies during the past two years	
7	Documents for minimum financial turnover of Rs.1 Crore per annum during the last two years.	
8	Technical Bid Form (Annexure – I)	
9	Declaration Form (Annexure – II)	
10	Financial Bid Form (Annexure – III)	
11	Bid Form (Annexure – IV)	
12	Performance Security Bid Form (Annexure – V)	
13	Contract Form (Annexure – VI)	
14	Letter of Authorization for attending bid opening (Annexure – VII)	
15	Integrity Pact Form (Annexure – VIII)	
16.	No near relative certificate (Clause 41 of General Terms and Conditions)	
17	Check List (Annexure – IX)	
18.	Tender Acceptance Letter (Annexure – X)	

Bidders to ensure

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

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)