

TENDER FOR PROVIDING OUTSOURCED MANPOWER SERVICES

CBSE/RO-GURUGRAM/TENDER/MANPOWER/2025



CENTRAL BOARD OF SECONDARY EDUCATION

"1st & 2nd Floor, C-1 Building Tower A, GTPL, Sector-34, Gurugram, Haryana – 122015.

TABLE OF CONTENTS

SN	Topic	Page No
1.	Notice Inviting Tender	3
2.	Instruction to the Bidders	4
3.	Minimum Eligibility Criteria	5
4.	Terms and Conditions	6-11
5.	Special Conditions of Contract	12-13
6.	Schedule of Works /Environments	14-17
7.	Technical Bid – Annexure I	18-19
8.	List of Required Manpower– Annexure II	20
9.	Tender Acceptance Letter – Annexure III	21
10.	Bid Security Declaration Form* (Annexure-IV) *Applicable only on the bidders registered with Central Purchase Organization, National Small Industries Corporation (NSIC), Micro Small & Medium Enterprises (MSME) or the concerned Ministry or Deptt.	22
11.	OM issued by Ministry of Finance -Annexure-V	23

TENDER NOTICE

NOTICE INVITING BIDS FOR PROVIDING MANPOWER SERVICES

Central Board of Secondary Education (CBSE) invites bids from reputed agency/ firm for Providing Outsourced Manpower Services at CBSE Regional Office Gurugram. The successful bidder at the end of the bidding process may be awarded a contract to carry the work.

Interested organizations can download the Tender document from GeM (Government e Marketplace) portal and interested agency will fill the complete tender form at GeM (Government e Marketplace) <https://gem.gov.in> only.

Earnest Money Deposit (EMD) amounting to 2,40,000/- as EMD (3% of total Contract Value) be submitted in the shape of a Demand Draft/FDR/Bank Guarantee from any Nationalized/Scheduled commercial bank in favour of "Secretary, CBSE" payable at "Gurugram".

The contract value of the work is approx. Rs. 80 Lakh approx.

The contract will be for a period of one year and extendable up to a period of further two years on year-to-year basis (1+1+1) on satisfactory performance of contractual obligations by the agency and requirements of the Board.

Documentary evidences in respect of Bid Security, any documentary evidences to be sent to the Regional Officer at the address indicated below on or before bid opening date/time as mentioned in critical date sheet. Tender documents received in incomplete shape or beyond the stipulated period shall not be entertained under any circumstances.

The Board reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Address:

Regional Office

Central Board of Secondary Education

1st & 2nd Floor, C-1 Building Tower A, GTPL, Sector-34, Gurugram, Haryana - 122015

Ph. 0124-2973657

E-mail: rogurugram.admin@cbseshiksha.in

INSTRUCTIONS TO THE BIDDERS

- A. For the Bidding / Tender Document Purposes, 'Central Board of Secondary Education' shall be referred to as 'CBSE' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and/or 'Bidder' or interchangeably.
- B. No claim on account of any errors detected in the tender documents shall be entertained.
- C. Please go through the Tender document carefully to understand the documents required to be submitted as part of the bid.
- D. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender document/schedule.
- E. Bidders should take into account any corrigendum published on the Tender document before submitting their bids.
- F. The bidders should write the name of their organization and 'Earnest Money for Providing Outsourced Manpower Services' on the backside of the Demand Draft/FDR/Bank Guarantee and send the hard copy of the same to CBSE Regional Office, 1st & 2nd Floor, C-1 Building, Tower A, GTPL, Sector 34, Gurugram, Haryana – 122015.
- G. In the case of those Bidders who fail to qualify the eligibility criteria and whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded to them without interest. Earnest Money Deposit of the successful bidder will be returned after submission of the 'Performance Security'.
- H. The successful bidders shall submit Performance Security in the form of Demand Draft/ FDR/Bank Guarantee of Nationalized/scheduled commercial bank in the favour of "Secretary, CBSE" payable at "Gurugram" of an amount equivalent to 5% of contract value valid for 60 days beyond the date of completion of all contractual obligations of supplier including warranty obligations from any scheduled commercial bank located in India at his own expense within 15 working days from the date of issue of Work Order of the Contract or prior to signing of the Contract whichever is earlier, failing which the work order stands cancelled and EMD shall be forfeited.
- I. 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.
- J. 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 without EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- K. The Bidding Company should only be a Limited/Private Limited Company, registered under the Companies Act, 1956/ 2013. Bidding in the form of Proprietorship Firm/Joint Venture/ Consortium is not permitted.
- L. 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.
- M. The Manpower strength may increase or decrease as per our requirement at the sole discretion of the Competent Authority of the Board.
- N. The Firm/bidder must submit an affidavit that they have not been blacklisted or suspended by any Govt./Semi Govt./Autonomous organization/PSU etc in the last 05 years & have not been held guilty by any Court of Law for any offence involving fraud, dishonesty & moral turpitude.
- O. As per rule GFR-144 (xi) of GFR-2017 and as per OM No. F.No.6/18/2019-PPD dated 23 July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, any bidder from a country which shares a land border with India will be eligible to bid in this tendering process subject to prior registration and or screening and any restrictions imposed under this rule by Department of Expenditure as applicable.
- P. Provisions contained in **OM No. F.6/1/2023-PPD dated 06.01.2023** Ministry of Finance, Department of Expenditure, Public Procurement Division shall be applicable (Refer Annexure-V).

1) MINIMUM ELIGIBILITY CRITERIA

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

- i) The Bidder should have registered or Branch Office in Gurugram/ Delhi.
- ii) 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/ 2013.
Bidder in the form of JV/consortium, Proprietorship and Partnership is not permitted.
A proof for supporting the legal validity of the Bidder shall be submitted. Attested Copy of Certificates of Incorporation issued by the respective registrar of firms/companies.
- iii) Registration-The Bidder should be registered with the Income Tax Department, Employees Provident Fund Organization, Employees State Insurance Corporation and also registered under the labour laws holding valid license/permit. Attested copies of PAN/TAN, GST, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- iv) The Bidder should also have a valid GST Registration No. Attested Copy of GST Registration Certificate should be attached.
- v) Experience of Similar work-The *Bidder should have experience of similar work in Govt. Ministries/PSUs/Banks/Autonomous Bodies for at-least **Three** years.i.e. 2022-23,2023-24 and 2024-25 Attested copy of experience certificates for completed work issued by the Govt. Ministries/PSUs/Banks/Autonomous Bodies* shall be acceptable.
- vi) Turnover-The Bidder should have a minimum financial turnover of 1.60 Crores per annum during the last three financial years. Attested copy of the audited balance sheets and Profit & Loss for the completed three financial years is required.
- vii) Attested copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the latest Financial Year shall be acceptable.
- viii) Quality Certification: The Bidder should have quality certification w.r.t SOPs, Environmental Management and Occupational Health and Safety Management for Manpower services. Attested copies of ISO 9001, ISO 14001, ISO 45001 etc.

2) TERMS AND CONDITIONS

1. The bids without Earnest Money as applicable shall be summarily rejected. All bids will be accepted on the GeM portal viz <https://gem.gov.in>. Offline submissions, including those sent by Speed Post, Registered Post, email, etc., will not be accepted.
2. All documents required under the Technical Bid must be clear, duly signed, and uploaded on the Government e-Marketplace (GeM) Portal.
3. The CBSE shall not be responsible for any loss in value or interest on the Earnest Money Deposit or Security Deposit.
4. Bids should be accompanied with Bid Security/Earnest Money (EMD) @3% of the contract value in the shape of a Demand Draft/ FDR/Bank Guarantee favouring "Secretary, CBSE" payable at "Gurugram". The Bid Security of the unsuccessful bidder will be refunded without any interest. However, they have to submit Bid Security Declaration Form as per Annexure-IV. The tender should invariably accompany the proof to this effect.
5. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms/ tenderers who are registered with the NSIC/ Central Purchase Organization or the concerned Ministry or Department or Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from depositing EMD. They have to submit Bid Security Declaration Form as per Annexure-IV. The tender should invariably accompany the proof to this effect.
6. The Performance Security shall be obtained from the successful bidder irrespective of their registration status etc.
7. The bid security may be forfeited:
 - (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the contract in accordance with the terms of the tender document
 - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the CBSE.
 - (c) Fails or refuses to honor their own quoted prices for the services or part thereof.
8. Bidders are not allowed to withdraw or modify their bids after submission. Any violation of these conditions or withdrawal after quoting rates will result in forfeiture of the Bid Security.
9. Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
10. The bids shall be opened only online on GeM portal.
11. Unsigned and unstamped bid shall not be accepted.
12. Bids must be submitted only through the GeM portal. Any offline submission will not be considered.
13. The technical bids shall be evaluated based on the available documents submitted by the bidder online on GeM (Government e Marketplace). To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the CBSE may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the CBSE shall not be considered. The CBSE's request for clarification and the response shall be in writing.
14. The Bonus component is not applicable.
15. Bidders shall be ranked based on the total marks obtained in both the Technical and Financial Evaluations.
16. The bidder who meets the minimum eligibility criteria and secures the highest combined score in the Technical and Financial Evaluations will be declared the successful bidder and shortlisted for further processing.
17. If there is a discrepancy between words and figures, the amount in words shall prevail.
18. The Central Board of Secondary Education reserve 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 CBSE in this regard shall be final and binding.
19. Failure to follow the prescribed procedures or any attempt to canvass for the contract will result in rejection of the bid.

20. CBSE reserves the right to award any or part or full contract to any successful agency (s) due to administrative reason and this will be binding on the bidders.
21. If the selected agency fails to comply with the terms and conditions of the contract, the CBSE reserves the right to award the contract to the next eligible bidder or another suitable agency. The Performance Security of the defaulting agency will be forfeited, and the agency will be debarred and blacklisted. Information regarding such action will be uploaded on the CBSE website and the e-Procurement Portal.
22. The Central Board of Secondary Education may terminate the Contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
23. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
24. In case of multiple L1 bidders against this bid, the Board shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM Portal. In case of a tie between two or more L1 bidders, the bidder with the highest Annual Turnover in the most recent financial year will be declared the L1 bidder.

25. **CONFIDENTIALITY**

- a. The Contractor shall exercise utmost care to ensure that no confidential or proprietary information belonging to the CBSE—including but not limited to Assignment Instructions, Schedules, and any subsequent agreements—or any information related to CBSE's security arrangements is disclosed, shared, or communicated to any third party. This obligation is absolute, and the Contractor shall be held liable for any breach of confidentiality involving CBSE's information.
- b. If the Contractor receives enquiries from Press/News/Media/Radio/Television or other bodies/persons, the same shall be referred by the Contractor to CBSE immediately on receipt of such queries.
26. The Performance Security can be forfeited by order of the CBSE 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 Performance Security 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.
27. On due performance and completion of all the contractual obligations, the Performance Security 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 Board, which may have been issued to the contractor.
28. **SIGNING OF CONTRACT AGREEMENT** - 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.
29. **TERMINATION OF AGREEMENT** – This agreement will be valid till completion of the contract and shall be effective from the date of signing of agreement.
30. **AMENDMENT TO THE AGREEMENT** –Any modifications to this agreement may be made only through mutual written consent. Any proposal for amendment from one party shall be duly considered by the other.
31. **JURISDICTION** – The parties agree that, based on the monetary value of the dispute, the courts in Gurugram/ High Court of Punjab and Haryana, Chandigarh whichever is applicable, shall have jurisdiction over all disputes and matters arising from this Agreement, following referral to arbitration.
32. **ARBITRATION:** In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by arbitration conducted by an arbitral tribunal consisting of three arbitrators, one to be appointed by each party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding. The venue for the arbitration shall be Gurugram. The arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The costs of arbitration tribunal shall be equally borne by the both the parties. Each Party will bear its own expenses, though either Party may seek reimbursement of such costs as part of the relief requested from the tribunal.

33. If a Force Majeure situation arises, the firm/ agency will promptly notify this office in writing of such condition and the cause thereof. Unless otherwise directed by this office in writing, the firm/agency shall continue to perform its obligations under the Tender/ Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
34. **SEVERABILITY:** If any provision of this Agreement is declared illegal, void, or unenforceable, such provision shall be treated as severable and shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force.
35. The successful bidder shall adhere to all terms and conditions outlined in the tender document, which form an integral part of the Agreement signed by both Parties, including all specific technical requirements. These terms and conditions shall be binding on both Parties.
36. The successful Bidder shall return the duly concurred copy of the Agreement within Two (02) days of receipt of the Agreement from CBSE, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
37. The competent authority of the CBSE shall sign the Contract agreement and return a copy of the same to the successful bidder.
38. The Contractor shall provide manpower services in the CBSE's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.
39. **COMMENCEMENT OF SERVICES** – The Contractor shall commence manpower services in CBSE's premises within 15 days from the date of issue of the Work Order.
40. **CONTRACTOR'S OBLIGATIONS**
- i) The Contractor shall provide manpower services at the CBSE premises in accordance with the Schedule of Work / Requirements, which may be revised by CBSE from time to time during the contract period. Any such revisions shall automatically form an integral part of the Contract. The Contractor shall adhere to all assignments issued by CBSE as and when required.
- ii) The Contractor shall deploy uniformed and adequately trained personnel to deliver the contracted services. All deployed personnel shall remain employees of the Contractor, and CBSE shall bear no responsibility or liability for them. The Contractor shall be solely responsible for all statutory obligations, including but not limited to ESI and EPF contributions.
- iii) The Contractor shall install a biometric attendance system for the deployed manpower at the CBSE premises at its own expense. No direct or indirect charges for installation shall be levied on CBSE.
- iv) The Contractor shall submit month-wise details of amount deposited with documentary evidences on account of EPF and ESI to CBSE in respect of the deployed personnel to the concerned authorities from time to time.
- v) The Contractor shall provide all statutory benefits applicable to employees working in educational institutions, as required, without charging any direct or indirect costs to CBSE.
41. CBSE shall have the right, on reasonable grounds, to request the removal of any personnel deemed unsuitable or otherwise undesirable.
42. The Contractor shall provide personal accident and death insurance coverage for all deployed personnel while on duty. CBSE shall bear no liability or responsibility in this regard.
43. The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
44. The Contractor shall issue identity cards or identification documents to all deployed personnel and instruct them to display these at all times while on duty.
45. The Contractor's personnel shall not be considered employees of CBSE and shall not be entitled to claim any salary, allowance, compensation, damages, or any other benefits from CBSE arising from their employment or duties under this Contract. The

- Contractor shall inform all personnel about this position in writing prior to their deployment.
46. The Contractor shall, at its own cost, provide all statutory and other applicable benefits to its employees. CBSE shall have no liability in this regard. The Contractor shall comply with all relevant laws, including the Labour Laws, Workmen's Compensation Act, EPF Act, ESIC Act, Income Tax Act, Minimum Wages Act, and the Contract Labour (Regulation & Abolition) Act, along with any other applicable laws in force.
 47. The Contractor shall ensure that all deployed personnel are covered under applicable EPF, Labour, ESIC, and other statutory laws. Proof of compliance must be submitted to CBSE on a monthly basis.
 48. The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
 49. The Contractor shall ensure adequate supervision to deliver services correctly and in accordance with the mutually agreed requirements.
 50. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the CBSE.
 51. The Contractor shall not employ any individual below 18 years of age.
 52. **CONTRACTOR'S PERSONNEL** - The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the CBSE premises and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
 53. **CONTRACTOR'S LIABILITY** - The Contractor shall ensure at all times that it engages an adequate number of competent, qualified, and suitable personnel to supervise the CBSE premises and to fulfill all responsibilities assigned under the Contract, thereby ensuring full and proper execution of the work.
 54. The Contractor shall not, under any circumstances, be held liable, and CBSE expressly waives any right to claim for any loss, injury, damage, cost, or expense of any kind, whether directly or indirectly:
 - a) Arising out of, resulting from, or connected with any Act of Terrorism, Biological or Chemical Contamination, or Nuclear Risks.
 - b) Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower Services to the CBSE.
 - c) The Contractor shall not Sub-Contract or Sublet, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, CBSE shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the CBSE may sustain in consequence or arising out of such replacing of the contract.
 55. **CBSE'S OBLIGATIONS**
 - i) Except as expressly otherwise provided, the CBSE shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Contractor's employees to carry out the Services.
 - ii) The CBSE shall comply with and fulfill the recommendations (if any), if deemed necessary by the CBSE, made in writing by the Contractor in connection with the performance of the Services. The CBSE shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the CBSE becomes aware of them.
 - iii) To enable the Contractor to provide the manpower services, the CBSE shall ensure that their staff is available to provide such assistance.
 - iv) The CBSE shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The CBSE does not recognize any employee employer's relationship with any of the workers of the Contractor.
 56. **VALIDITY OF CONTRACT** - The contract awarded shall be initially for a period of one year subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, CBSE

shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the Competent Authority of CBSE. The duration of the contract is one year from the date of issue of Work Order. However, the same can be extended on year to year basis (1+1+1) for a maximum period of two more years subject to satisfactory performance/services and mutual consent of both the parties.

57. PAYMENTS

- a) Upon selection of the successful bidder as the Contractor, a Price Schedule shall be attached to the Articles of Agreement, and all payments for manpower services by CBSE shall be made in accordance with this schedule.
- b) 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.
- c) The Contractor shall submit a monthly invoice to CBSE by the 5th day of the following month. CBSE shall make reasonable efforts to process and release payments within 7 days from the date of receipt of the invoice, subject to completion of all tender-related formalities.
- d) The payment shall be released by CBSE directly to the contractor, and no payment of any kind shall be made directly to the outsourced personnel.
- e) The initial Contract price shall remain valid for one year. No price increase, except for revisions in minimum wages and other statutory rates, shall be permitted by CBSE during this period
- f) Upon completion of the initial one-year term, if the Contract is renewed by CBSE, the Contractor may seek an increase in Contract cost solely based on revisions in minimum wages and statutory rates as notified by the Government.
- g) In addition to the Contracted payments, CBSE shall pay for any extra services required by CBSE that are not included in the Price Schedule.
- h) All payments shall be made in Indian Currency by means of an Account Payee Cheque or Electronic Fund Transfer.
- i) CBSE shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. CBSE shall provide a certificate certifying the deduction so made.
- j) No advance payment shall be made, nor shall any recommendation be provided for loans from banks or financial institutions based on the award of contract.

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

- I. The other party commits a material breach of its obligations under this Agreement and, in the case of a breach that is capable of being remedied, fails to remedy such breach within thirty days of receiving written notice; or
- II. The Contract may be terminated forthwith by the CBSE by giving written notice to the Contractor, if:
 - a) The Contractor violates any of the terms and conditions of the Contract. In such a case, the Competent Authority of CBSE reserves the right to cancel the Contract without assigning any reason, and no payment shall be due from CBSE. Additionally, the security deposit submitted as Performance Guarantee shall be forfeited.
 - b) The Contractor fails to provide manpower services satisfactorily in accordance with CBSE's requirements and/or the Schedule of Requirements.

59. GOVERNING LAWS AND SETTLEMENT OF DISPUTE –

- 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 Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the

arbitration of a sole arbitrator to be appointed by the CBSE in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Gurugram and the decision of the arbitrator shall be final and binding on the parties.

- If a firm/agency registered with NSIC/MSME or the relevant Ministry/Department— and therefore exempted from submitting Earnest Money— is selected but refuses to execute the work, the firm/agency shall be blacklisted for five years. The blacklisting order will be published on the website and communicated to all government organizations. A formal letter of blacklisting will also be sent to NSIC/MSME or the concerned Ministry/Department for further necessary action as per applicable rules against the defaulting bidder.

60. **OVERTIME ALLOWANCE** - Service Provider shall be bound to pay overtime allowance wages to outsource manpower:-

- As per THE MINIMUM WAGES (CENTRAL) RULES, 1950 Vide Notification No.SRO776 Dated 14-10-1950 CHAPTER IV COMPUTATION OF PAYMENT OF WAGES, HOURS OF WORK AND HOLIDAYS
- In case of overtime, person (s) deployed by Service Provider may be paid overtime wages as per Rule 23,24, 25 of The Minimum Wages (Central) Rules, 1950
- This provision applies to exceptional cases where workmen/drivers are called for duty due to official exigencies during examination periods, revaluation, or other emergencies.
- The payment of overtime, whenever applicable, shall be released by CBSE directly to the contractor. No payment shall be made directly to the outsourced personnel.

3) **“SPECIAL CONDITIONS OF CONTRACT” (SCC)**

The special conditions of Contract shall supplement the “Instructions to the Bidders” and “Terms and Conditions” mentioned above.

1. **INDEMNIFICATION** - The successful bidder is solely liable to fully indemnify and keep CBSE indemnified against all losses / penalties / awards / decrees arising out of litigation / claims / application initiated against the CBSE on account of acts of omission / commission attributable to the Contractor and which are punishable under the provisions of various Central/State Labour and Employment Acts including the following Acts as amended from time to time. CBSE shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as Performance Security 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.
2. **LABOUR LAW COMPLIANCES –**
 - a) The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. CBSE may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
 - All wages allied benefits such as leave, ESI, PF, Gratuity etc., if applicable, shall be paid by the contractor and CBSE shall not incur any additional expenditure whatsoever for personnel deployed.
 - It is mandatory that the employees must be paid through Electronic Fund Transfer / Account Payee Cheques.
 - b) The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to CBSE every month along with 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.
 - c) The Contractor shall be fully liable for any legal dispute, case, or claim arising during the contract period due to non-compliance with labour or related laws.
3. The contractor shall be responsible for compliance of all the laws/ rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/workers 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.
4. The Contractor shall submit periodical returns as may be specified from time to time.
5. **Compliance with the Four Labour Codes –** The Contractor shall ensure full compliance with provisions of the Four Labour Codes, as applicable, notified by the Government of India dated 21.11.2025. The Contractor shall ensure that all manpower deployed under the contract is engaged, paid, supervised, and provided statutory benefits strictly in accordance with the above Codes.

Note - All the Notifications/Circulars issued by the appropriate Govt in pursuance of the Labour Codes shall be applicable as and when notified from time to time.
6. **OFFICIAL RECORDS**
 - a) The Contractor shall maintain complete official records of disbursement of wages /salary, showing specifically details of all deductions such as ESI, EPF etc. month-wise in respect of all the staff deployed in CBSE Regional Office Gurugram.

- b) The Contractor shall maintain a personal file in respect of all the staff, who is deployed in CBSE office. The personal file shall invariably consist of personal details such as name, address, date of birth, Gender, residential address (Correspondence/Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- c) The Contractor shall furnish an undertaking month-wise regarding deposition of ESIC/EPFO in respect of employees deputed in CBSE at the time of submission of bill to CBSE.
- d) Each monthly bill must accompany the:
 - List of employees with their date of engagement
 - The Contractor shall ensure that amount of wages are paid to all the employees with all the benefits (such as ESIC/EPF etc.).
 - Copies of Declaration of the Contractor regarding compliance of all the clauses regarding Amount of EPF/ ESIC.
 - The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.
 - Proof of transfer of monthly payment – Bank Statement.

4) 4) SCHEDULE OF WORKS / REQUIREMENTS

This Schedule outlines the manpower services to be provided by the Contractor, along with relevant information, instructions issued by the CBSE, guidelines for the Contractor's personnel deployed at CBSE offices, and all other aspects related to the Contract.

1. GENERAL INSTRUCTIONS

1.1. The Contractor shall deploy all manpower at the CBSE facility in accordance with the directions and instructions issued by the CBSE.

1.2. The Contractor shall ensure that all deployed personnel are fully familiar with the premises, CBSE's operations, and related manpower requirements.

1.3. The CBSE reserves the right to direct the removal of any personnel deemed unsuitable or undesirable. The Contractor may also remove personnel, subject to prior permission from the CBSE, except in emergencies.

1.4. The Contractor shall provide personal accident and/or death insurance coverage for all personnel while on duty.

1.5. The Contractor shall maintain adequate supervision to ensure that manpower services are delivered properly and in accordance with CBSE's requirements.

1.6. The Contractor shall issue identity cards or identification documents to all personnel, who must display them at all times. Contractor personnel shall operate under the detailed direction and control of the Contractor regarding the manner and method of performing their duties, as specified in this agreement.

1.7. Contractor personnel shall not be considered employees of the CBSE and shall have no claim to salary, allowances, compensation, damages, or any other benefits from CBSE arising from their employment or duties under this Contract. The Contractor shall inform its personnel of this in writing prior to deployment.

1.8. The Contractor shall, at its own cost, provide all statutory and non-statutory benefits to its employees. CBSE shall bear no responsibility or liability in this regard.

1.9. The Contractor shall not collect any amount from its personnel deployed at CBSE in the form of registration fees, service charges, or any similar payments.

1. SUPERVISION

2.1. The Contractor shall deploy one full-time Supervisor at the CBSE office. This Supervisor shall ensure that all duties assigned by CBSE to various categories of manpower are carried out in the manner required by CBSE. Failure to do so shall result in penalties as specified in the subsequent sections.

2.2. The Contractor's Supervisor shall serve as the primary point of contact for CBSE and shall report to the designated CBSE officers for all operational requirements.

2.3. The Contractor shall ensure, through its Supervisor, that all statutory and mandatory obligations—whether related to wage disbursement, deposit of EPF/ESIC contributions, or provision of ESIC facilities—are duly complied with.

2.4. The Contractor shall ensure that the appointed Supervisor holds a position equivalent to Executive/HR level, is well-versed in all HR-related requirements, and is proactive in initiating all necessary actions.

3. DEPLOYMENT OF MANPOWER

3.1. The Central Board of Secondary Education, located at 1st & 2nd Floor, C-1 Building, Tower A, GTPL, Sector 34, Gurugram, Haryana – 122015, requires the services of reputed, well-established, and financially sound manpower agencies to provide personnel as specified in Annexure-I.

3.2. Personnel appointed under various categories shall be deployed for duties at CBSE Regional Office, Gurugram.

3.3. Deployed manpower shall report for duty at 09:00 hrs and may leave at 17:30 hrs. If an individual is absent for a day or reports late/leaves early on three occasions, one day's wage shall be deducted. Repeated occurrences shall attract the following provision:

“The selected Contractor shall immediately provide a substitute in the event a deployed person leaves the job due to personal reasons. Any delay by the Contractor in providing a replacement beyond two working days shall result in liquidated damages of ₹200 per day (per such case), in addition to pro-rata deductions from the payment.”

4. PENALTIES

4.1. The Contractor shall disburse wages to the deployed personnel in accordance with the Minimum Wages notifications issued by the Haryana Kaushal Rozgar Nigam Limited or the applicable rates notified by the appropriate government, whichever is applicable. Wages must be paid not later than the 10th of every month. The Contractor shall also submit the monthly bill(s) along with documentary proof of remittance of Statutory dues. Failure to do so shall result in the following penalties:-

SN	Delay (Days)	Penalty
1	1–15	NIL
2	16-20	1% of the bill of the concerned unit
3	21–30	2% of the bill of the concerned unit
4	Beyond 1 month	5% of the bill of the concerned unit
5	Beyond 2 months	10% of the bill of the concerned unit

4.2. If at any time the services provided are found to be unsatisfactory—particularly where deficiencies arise under the supervision of the Contractor's Supervisor—the CBSE will notify the Contractor. If immediate corrective action is not taken, a penalty of ₹1,000 per day per complaint shall be imposed until the issue is resolved.

4.3. The Contractor must maintain the required number of personnel as specified in the contract and arrange a standby pool of manpower/supervisors. A penalty of ₹500 per absentee per day shall be deducted from the bill of the concerned unit if the number of deployed workers/supervisors/managers falls below the contractual requirement.

4.4. Failure to meet statutory requirements (such as ESIC/EPF) or failure to produce the relevant compliance documents shall be treated as a breach of contract. In such cases, the Contractor may be blacklisted by CBSE, and both monthly bills and the Performance Security Deposit may be forfeited.

4.5. If the Contractor fails to comply with the terms and conditions of the contract, CBSE reserves the right to award the work to the next eligible bidder or any other agency. The defaulting Contractor's Performance Security shall be forfeited, and the Contractor shall be debarred and blacklisted. Information regarding such action shall be uploaded on the CBSE website and the e-Procurement Portal.

SCOPE OF WORK – CONTRACTOR

- 5.1. The Contractor shall provide standard, clean uniforms to all employees and supervisors, along with photo identity cards to be visibly displayed during duty hours. No additional charges for these items shall be claimed from the CBSE by the Contractor or its personnel.
- 5.2. The Contractor shall provide Salary Slips, EPF numbers, and duly activated ESI cards to all personnel deployed at CBSE Regional Office Gurugram. EPF statements must be issued to all deployed staff immediately after the close of each financial year. Any delay in providing these records may result in proportionate deductions from the Contractor's bills, as determined by the competent authority of CBSE.
- 5.3. The Contractor shall employ only adult and skilled personnel. Employment of child labour will result in immediate termination of the contract at the Contractor's risk and cost. Personnel deployed at Regional Office Gurugram must be reliable and undergo proper character, antecedent, and police verification. The Contractor shall comply with applicable labour laws, manage disciplinary matters, and bear all associated costs and responsibilities. The Contractor shall provide CBSE with detailed information (name, age, parentage, and current/permanent addresses) of all deployed staff and update any changes promptly.
- 5.4. The Contractor shall independently handle all union-related matters and ensure that no labour disputes or issues are brought before CBSE. The Contractor shall fully indemnify CBSE in this regard.
- 5.5. The Contractor shall indemnify CBSE at all times against any claims, damages, or compensation arising under the Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Workmen's Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Establishments Act; or any other applicable laws and rules. CBSE shall bear no responsibility for such matters.
- 5.6. Contractor personnel shall remain disciplined, neatly dressed, and presentable during duty hours. All deployed individuals must be adequately trained and possess the necessary qualifications, experience, and skills. The Contractor shall be fully responsible for handling any issues arising from illness, injury, strikes, or misconduct by its staff, and shall indemnify CBSE against all such matters.
- 5.7. Contractor's employees may be frisked or checked by security personnel on CBSE premises at any time during their duty.
- 5.8. Contractor's personnel shall perform their duties diligently and take all necessary precautions to prevent loss or damage to government property or persons.
- 5.9. The Contractor shall be solely responsible for any indiscipline, theft, loss, or damage caused by its personnel to any person or property within the premises, due to acts of omission or commission.

6. SCOPE OF WORK – FOR SERVICES

- 6.1. The Contractor shall deploy its personnel at the Regional Office of the Central Board of Secondary Education (CBSE) located in Gurugram.
- 6.2. While delivering all services, the Contractor shall ensure that duties are performed consistently in accordance with the standards prescribed by the CBSE. Any failure to meet these standards shall attract the penalty provisions outlined in this Bidding Document.
- 6.3. The Contractor shall ensure that personnel assigned for various services are smart, competent, experienced, and possess the necessary academic qualifications to meet CBSE's requirements. If any personnel do not meet the expected standards, the Contractor shall immediately provide a suitable replacement.

7. CODE OF CONDUCT:

The Contractor shall ensure that its personnel:

- Maintain a neat appearance and remain alert at all times.
- Are punctual and report at least 15 minutes before their scheduled duty time.
- Assume their duties responsibly and thoroughly.
- Perform all tasks with honesty, integrity, and sincerity.
- Read, understand, and adhere to all post and site instructions.
- Show respect to all officers and staff of the office.
- Do not consume alcohol while on duty, nor report for duty under the influence of alcohol.
- Refrain from gossiping or engaging in unnecessary conversation while on duty.
- Never sleep during duty hours.
- Do not read newspapers or magazines while on duty.
- Immediately report any untoward incident, misconduct, or misbehavior to Vendor Control and the CBSE.
- Seek guidance from the concerned authority whenever in doubt.
- Do not directly entertain visitors.
- Abstain from smoking within the office premises.

CONFIDENTIALITY

The Contractor shall ensure that its personnel strictly maintain confidentiality. In particular:

- The phone numbers and movement plans of the CBSE must not be disclosed to anyone.
- The following information related to the CBSE shall not be shared under any circumstances:
 - Details of any officer's/official's vehicle, including make, color, and registration number.
 - Telephone numbers or any other personal or official information.
 - Locations and movement schedules.
 - Meeting and conference schedules.
 - Site plans of the premises.
 - Travel details of CBSE officers/officials.
 - Information regarding office assets.

TELEPHONE HANDLING

- No information about the CBSE shall be disclosed over the telephone.
- The Contractor must strictly instruct its personnel not to misuse telephones provided within the CBSE facility.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender document.
- 2) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk.

5) TECHNICAL BID**For Providing Services of Manpower to CBSE Regional Office Gurugram**

1. Name of Tendering Company : _____

(Attach certificate of registration with statutory authorities)

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

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

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

3. Full Address of Regd. Office and _____
office in Gurugram/ Delhi/NCR _____

Telephone No.: _____

E-Mail Address: _____

4. PAN/ TAN No. _____

(Attach self attested copy)

5. GST 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. Registration and License No. _____

Under Contract Labour (Regulation and Abolition) Act, 1970

(Attach self-attested copy)

9. Name of the Bank and Branch _____

(With full address)

10. Financial turnover of the tendering Company for the last **three** Financial Years:

(Attach duly attested & audited Balance Sheet & Profit & Loss Account)

Financial Year	Amount (₹)	Remarks, if any
2022-23		
2023-24		
2024-25		

11. Give details of the major similar contracts handled by the bidder in Govt. Ministries/PSUs/Banks/Autonomous Bodies during the last **three** years in the following format. (attach attested copies of Work Orders and Experience Certificates for completed work)

S. No.	Details of client along with address, telephone and FAX numbers	Amount of Contract	Year	Nature of contract
1.			2022-23	
2.			2023-24	
3.			2024-25	

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

12. Details of the officer to whom all references shall be made regarding this bid (Name, address, Mobile no, Email)

13. Details of regular manpower on roll and their number (Attach self attested copies of manpower wages roll and EPFO Challan for previous four quarters) :

14. Details of quality certification (attach self attested copies of ISO 9001, ISO 14001, ISO 45001 etc) : _____

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

16. **PARTICULARS OF EARNEST MONEY:**

EARNEST MONEY	
i) Amount :	_____
ii) D.D./B.G./F.D.R. No. :	_____
iii) Issuing Bank with date of issue :	_____

Signature of authorized person

Name: _____

Title of Signatory _____

Name of Company with SEAL _____

6) List of Manpower required in the Regional Office Gurugram through Outsource.

SN	Category	Name of Post	Age Limit	Details	Experience and Skill Knowledge
1.	Matriculate	Multi-Tasking Staff (MTS)	18-45 years	Class X Pass	--
2.	Non-Matriculate	Labour (as and when required)	18-45 years	Literate	--
3.	Matrix	Multi-Tasking Assistant (MTA);	18-45 years	Preferential – Graduate and Diploma / Certificate in Computer Application	Typing speed English : 35 wpm/ Hindi : 30 wpm on computer and good working knowledge of Computer
		Hindi Typist	18-45 years	Preferential – Graduate Desirable: Working experience preferably in an Educational Institution.	Minimum Typing Speed of 30 wpm in Hindi or equivalent speed of 9000 KDPH on computer.
		Tele- Caller	18-45 years	Preferential – Graduate Good working knowledge of Computer	Minimum experience of 01 year of tele-calling. Fluent in speaking English and Hindi language.
		IT Assistant	18-45 years	Preferential – Graduate Degree in Computer Science or IT or equivalent.	Desirable: Working Knowledge of Computer applications, Programming, database etc.
		Account Assistant	18-45 years	Preferential –Bachelor's Degree from a recognized University/ Institution with Accountancy/ Business Studies/ Economics/ Commerce/ Entrepreneurship/ Finance/Business Administration/Taxation/ cost Accounting as one of the subject.	Typing speed English: 35 wpm/ Hindi : 30 wpm on Computer with operational Knowledge of Tally Accounting Software.

7) TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,
Assistant Secretary (Admin)
Central Board of Secondary Education
1st & 2nd Floor, C-1 Building,
Tower-A, GTPL, Sec-34,
Gurugram, Haryana.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: F:CBSE/RO-Gurugram/Tender/Manpower/2025

Name of Tender / Work: - Tender for Providing Outsourced Manpower Services.

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://eprocure.gov.in/eprocure/appas> 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. 1 to 23 (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/ organization 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. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore, can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

(To be submitted by the agency on their Letter Head)
BID SECURING DECLARATION FORM

Date: _____

Tender No. _____

To

The Assistant Secretary (Admin)
Central Board of Secondary Education
Regional Office Gurugram
1st & 2nd Floor, C-1 Building,
Tower-A, GTPL, Sec-34,
Gurugram, Haryana.

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) I am /We are in a breach of any obligation under the bid conditions,
- b) I/We have withdrawn or unilaterally modified/amended/revised or impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid, if any;
- c) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instruction to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/We are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (Insert signature of person whose name and capacity are shown)

In the capacity of (Insert legal capacity of person signing the Bid Securing Declaration)

Name: (Insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (Insert date of signing)

Corporate Seal (Where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the joint Venture that submits the bid.

No.F.6/1/2023-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

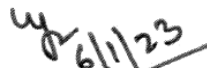
264 C, North Block, New Delhi.
Dated the 6th January, 2023.

OFFICE MEMORANDUM

Subject: Proposal on Minimum Floor price for minimum wage based Manpower Outsourcing Service.

The undersigned is directed to refer to Government e-Marketplace (GeM) OM No. 9/JS&ACEO/2022 dated 22.12.2022 regarding the subject cited above and to say as under:

- a. The minimum service charges in the procurement of Manpower Outsourcing Service may be fixed as 3.85% (3% profit plus transaction charges, which are 0.85% at present) as proposed by GeM.
 - b. The procuring entities can also fix the service charge above 3.85% with proper justification on file, wherever required. However, such charges should not exceed 7% (including transaction charges) in any case.
 - c. Least Cost System (LCS) may be considered for procurement, wherever appropriate, especially in high value cases.
2. This issues with the approval of Finance Secretary.


(Kanwalpreet)
Director (PPD)
Tel.No. 2309 3811
email: kanwal.irss@gov.in

To

Shri Prashant Kumar Singh,
Chief Executive Officer,
Government e-Marketplace,
2nd Floor, Jeevan Bharati Building,
Janpath, New Delhi.
e-mail: ceo-gem@gov.in