

TENDER FOR SUPPLY OF TECHNICAL MANPOWER

F-CBSE/HQ/ADMIN-II/Tender-Technical Manpower/2017



CENTRAL BOARD OF SECONDARY EDUCATION
"SHIKSHA KENDRA" 2, COMMUNITY CENTRE, PREET VIHAR, DELHI 110092.

TENDER NOTICE

Central Board of Secondary Education invites sealed tenders under two-bid system from reputed and experienced agencies for Supply of Technical Manpower on contract basis for CBSE HQ building Preet Vihar, Regional Office (Delhi) building at Patparganj and Brij Vihar Staff Quarters, Ghaziabad.

The interested agencies are required to submit the Technical and Financial Bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Supply of Technical Manpower." Tenders must be submitted latest by 27.10.2017 upto 2:30 PM and put in the tender box placed a Reception Hall CBSE, HQ building, Preet Vihar, Delhi-110092. The technical bids shall be opened on the same day at 03:00 PM at CBSE, Preet Vihar. After Technical evaluation of Bids, the Financial Bids shall be opened of only those bidders who qualify in technical evaluation. The intimation of opening of Financial Bids will be communicated to the technically qualified bidders telephonically and through email. All the bidders are advised to write their current phone number and e-mail address in the Technical Bids. The reputed firms/agencies may download the Tender Form from the CBSE website i.e. www.cbse.nic.in Or CPP Portal.

The bid security (EMD) of Rs. 50,000/- (Rupees Fifty Thousand Only) and tender cost Rs 500/- (Rupees Five Hundred Only) [non-refundable] can be submitted in the shape of a Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any Commercial Bank favouring "The Secretary CBSE payable at Delhi" or through Electronic Fund Transfer in CBSE A/c No. 91471010000016, IFSC Code SYNB0009147, Syndicate Bank, Preet Vihar Branch, New Delhi.

The criterion of selection as well as rejection is defined in the tender document.

The bid shall remain valid for 90 days from the date of opening of Technical bid. Any future clarification and /or corrigendum(s) shall be communicated through tender section on the CBSE website www.cbse.nic.in Note: This notice is a part of Tender Document.

For any queries or clarification, you may contact Shri Rahul Tyagi, Assistant Engineer (Civil) at rahulyagibse@gmail.com.

Deputy Secretary (A&L)

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NOTICE INVITING TENDER

1. (i) Tenders shall be accompanied with Tender cost of Rs.500/- (non-refundable) Earnest Money of Rs. 50,000/- which can be submitted in the shape of a Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any Commercial Bank favouring "The Secretary CBSE payable at Delhi" or through Electronic Fund Transfer in CBSE A/c No. 91471010000016, IFSC Code SYNB0009147, Syndicate Bank, Preet Vihar Branch, New Delhi.

(ii) The Technical Bid, Financial Bid and the Earnest Money and Tender Fee shall be placed in separate sealed envelopes, each marked Technical Bid, Financial Bid and EMD/ Tender Fee. All three envelopes shall be submitted together in another sealed envelope super scribed as "Tender for Supply of Technical Manpower". Tender duly competed and signed should be dropped in tender box placed at Reception Counter CBSE, HQ, "Shiksha Kendra," 2, Community Centre, Preet Vihar, Delhi-110092 on or before 02:30 P.M on 27.10.2017 and will be opened by Committee on the same day at 03:00 P.M. The Tender without Tender Fee and EMD will be rejected.

2. The successful bidders shall submit performance security deposit in the form of Demand draft / FDR of Nationalized/scheduled commercial bank in the favour of "Secretary, CBSE, Delhi" of an amount equivalent to 8% of contract value valid for 60 days beyond the completion of all contractual obligations of supplier. The performance security be deposited 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.
3. The description of work is as follows:

Supply of Technical Manpower at CBSE HQ building Preet Vihar, Regional Office (Delhi) building at Patparganj and Brij Vihar Staff Qtrs.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope of the work to be done and of conditions and rates

4. The Competent Authority of the Board does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

5. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.
6. The Competent Authority of the Board reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
7. The contractor shall not be permitted to tender for works in CBSE, in which his near relative is posted in CBSE, in any capacity. He shall also intimate the names of persons who are working with him in any capacity. Any breach of this condition by the contractor would be liable to rejections.
8. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
9. The tender for the works shall remain open for acceptance for a period Ninety days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Board shall, without prejudice to any other right or remedy, be at liberty to forfeit of the said earnest money as aforesaid.
10. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall sign the agreement. The cost of agreement on non judicial stamp paper of RS. 100/- shall be borne by the agency.

Deputy Secretary (A & L)

PROCEDURE FOR SUBMISSION OF TENDERS

The tender documents can be downloaded from CBSE, website www.cbse.nic.in or [CPP Portal](#). The tender shall be submitted in Two separate sealed envelopes, marked 'A' & 'B', consisting the following documents:

ENVELOP 'A'

- i) Tender Cost & EMD (separately) for in the shape of Demand Draft / Pay Order of a Schedule Bank or Nationalized Bank/ State Bank/ NEFT in favor of Secretary, CBSE, Payable at Delhi.

OR

The original receipt(s) (in case tender cost and/ or EMD is deposited in cash with the Cashier of CBSE).

- ii) Copies of all the documents duly attested by a Public Notary, required in support of their eligibility as per the NIT.

ENVELOP 'B'

1. Tender document.
2. Tenderer shall submit the tenders in two sealed covers marked as cover 'A' and 'B'. Both covers should be separate and they should be enclosed in a common 3rd cover. In case 1st cover 'A' is not annexed or Earnest Money/ Tender Cost/ Documents required for eligibility criteria is not in proper form, the 2nd cover 'B' containing tenders will not be opened at all and the documents shall be returned to the tenderer.

NOTE: The intending tenderers are advised not to tamper the Tender Document downloaded from website. In case the Tender Document is found tampered, the offer shall not be considered.

Accepted by me (Prop/ Manager)

INSTRUCTIONS TO THE TENDERER

While submitting the tender document in a sealed cover the contractor must note following points:

1. For the Bidding / Tender Document Purposes, 'Central Board of Secondary Education, Delhi shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder.
2. The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
3. The sealed bidding documents should be dropped in the tender box placed near reception counter CBSE, H.Q building, Preet Vihar, Delhi-110092 by the stipulated date and time. Tender Documents may be downloaded from Board's website i.e. <http://www.cbse.nic.in> or CPP Portal.
4. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
5. Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.**
6. The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
7. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
8. 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 Office of 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.
9. No additional condition has been stipulated by the tenderer.
10. Tenders with any condition including that of conditional rebate shall be liable for rejection.
11. The intending tenderers are advised not to tamper the tender document downloaded from website. In case the tender document is found tampered, the offer shall not be considered.
12. The agency shall be bound to enclose analysis of rates in supporting its quoted rates. Tender received without analysis of rates shall not be accepted.

Accepted by me (Prop/ Manager)

TENDER DOCUMENT

**Sub : Tenders For Supply of Technical Manpower at CBSE H.Q. Building, Preet Vihar,
Regional Office (Delhi) Building at Patparganj And Staff Qtrs. Brij Vihar, Ghaziabad**

ENVELOPE-1 : TECHNICAL BID

(In separate sealed Cover-I superscribed as Technical Bid)

Name of the work: Tender for supply of Technical Manpower at CBSE.

CONTENTS AND ELIGIBILITY CRITERIA

Technical Bid of Tender Document:

1. The Tenderer/Bidder shall have at least 05 years experience in these fields and shall submit the **self attested copies** of the following documents along with the tender documents:
 - a) PF Registration with PF code number.
 - b) ESI Registration
 - c) Valid Licence issued in respect of previous employers by Regional Labour Commissioner (i.e. Govt. of NCT of Delhi/UP Govt.).
 - d) Details of works of similar nature carried out in Central/State Govt. bodies/Department/PSUs/Autonomous bodies/industries/factories/or other similar organization. in the last 3 years ending on 31 March 2017.
 - e) Proof showing at least three currently valid contract in similar field.
 - f) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31 March 2017 duly certified by CA.
 - g) List of Arbitration cases (if any)
 - h) Copies of certificates/allotment letter of GST and PAN Number.
 - i) Details of managerial, supervisory and other staff
 - j) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at CBSE .
 - k) Copy of Last income tax return.
 - l) Copy of Electrical license from Director Electrical Safety, Govt. of India.
2. Certificates provided for the works detailed in 1d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work as executed, in order to confirm conformity to the defined similar works.
3. Approximate number of **Technical manpower** is given in **Price bid**. The actual number may vary as per the requirement of the CBSE.

4. Tenderer/bidder shall submit details of organizations, where he has undertaken such similar services as per **Point 22 of Technical Bid.**
5. General Terms and Conditions of the Contract to be fulfilled by the Tenderer/Bidder are given in **Technical Bid** and **the bidder shall submit it with technical Bid duly signed on each page in lieu of agreeing to them .**
6. Tenderer/bidder shall submit details as per **Check List** along with Technical Bid.
7. The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
8. The bidder should have an office in the NCT of Delhi/NCR.
9. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency). **The firm should give such an undertaking with their bid.**
10. The bidder shall pay Bid Security (EMD) of Rs.50000/- (Rupees Fifty Thousand only) along with the technical bid by acceptable mode of payment in favour of 'Secretary CBSE' drawn on any bank and payable at Delhi. **Bids received without Tender Cost and Earnest Money deposit (EMD) shall stand rejected** and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
11. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above.
12. The bid shall be valid and open for acceptance of the Competent Authority of CBSE for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
13. An agreement shall be signed with the successful bidder.
14. Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
15. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections if any should be attested with signature by the bidder.
16. The sealed tender should be dropped in the Tender Box placed at Reception Hall CBSE HQ, building, Preet Vihar, Delhi-110092 latest by 27.10.2017 upto 2:30 P.M.
17. Tenders received late (including postal delay)/in open condition/without EMD/ without tender fee /not meeting the tender condition/incomplete in any respect are liable to be rejected.

18. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.
19. The rates should be indicated both in words and figures. In case of discrepancy between the figure(number) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from the bidder.
20. The Earnest Money is liable for forfeiture in the event of : (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, or (c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer., (d) Any unilateral revision made by the bidder during the validity period of the offer.

UNDERTAKING FROM THE FIRM ON LETTER HEAD OF COMPANY

1. I / We do hereby undertake to have gone through the terms and conditions of prescribed tender which shall form part of the agreement as well as the various conditions of this tender documents before quoting the tender and agree to abide by the same.

(Signature of contractor with seal)

Near relative(s) of CBSE employee is (are) not permitted to tender

The company or firm or any other person is not permitted to tender for works in CBSE, in which his near relative(s) is (are) posted.

Therefore, it has been decided by the Competent Authority that a clause must be added in the tender and other related documents that the tenderer should give a certificate that none of his/her such near relative is working in the CBSE, as defined above where he is going to apply for tender work. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company.

Any breach of these conditions by the company or firm or any other person, the tender/ work will be cancelled and earnest money/ security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the tender.

Format of the certificate to be given by the firm/ person:

I _____ S/o _____
R/o _____

here by certify that none of my relative(s) as defined below is/ are employed in CBSE, as per details given in the tender document. In case at any stage, it is found that the information given by me is false/ incorrect, CBSE, shall have absolute right to take any action as deemed fit/without any prior intimation to me.

The near relatives for this purpose are defined as:

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

Signature of the firm/ person

IMPORTANT NOTE FOR CONTRACTORS

1. **SUFFICIENCY OF TENDER:**

The firm shall be deemed to have satisfied himself before entering into the contract as to the correctness and sufficiency of his offer for the work and of the rates quoted in the schedule of works. These rates and amount shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance and guarantee of the work.

2. **INDEMNITY:**

The successful tenderer shall at all times indemnify the department, consequent on this works Contract. The successful tenderer shall be liable, in accordance with the Indian Law & Regulations for any accident occurring due to any cause and the department shall not be responsible for any accident and damage incurred or claims arising there from during the period of Erection, construction & putting into operation the equipments and ancillary equipment under the supervision of the Successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.

3. The vendor agrees that it shall at all times indemnify CBSE, against all claims for compensation under the provisions of any law for the time being in force or in respect of any person employed by it in carrying out the contract. Further, such staff have no right to claim employment from CBSE.

4. The workers engaged by the firm should wear uniform with detachable badge indicating the name of the person and firm's name. The colour of uniform shall be approved by the Engineer-in-charge.

5. The workers engaged by firm should maintain proper discipline and good behavior with occupants. The firm shall remove such workers from the site whose behavior is found improper. Engineer-In-Charge decision shall be final.

6. Agency has to observe all the labour rules and regulations in force. The necessary registration with local labour office shall be the responsibility of the agency deploying the labour irrespective of the quantum of labour. The agency will comply the provisions of EPF & misc. Provisions Act 1952, Employees Provident Fund Schemes 1952 and the ESI Act, 1948 in respect of labourers / employees engaged by them for performing the work.

7. The agency shall be bound to enclose analysis of rates in supporting its quoted rates for Technical Manpower. The tender received without analysis of rates should not be accepted.

Accepted by me (Prop/ Manager)

Annexure-III

TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF TECHNICAL MANPOWER (Annexure to Agreement)

A. SCOPE OF WORK: SUPPLY OF TECHNICAL MANPOWER at CBSE HQ building, Preet Vihar, Regional Office (Delhi) and Staff Qtrs Brij Vihar, Ghaziabad.

B. TERMS & CONDITIONS:

1. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for a maximum period of one year with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.

2. The Contracting Agency shall render the following services to CBSE:

To supply OF Technical manpower in CBSE The supplied manpower should be competent enough to execute the office work assigned to them.

3. The working hours will be as under:

From 8:30 AM to 6:00 PM from Monday to Saturday i.e. 6 days of the week. Sunday/any other day could be weekly off. They may also be called on Sundays as and when required for which extra payment per person per day basis will be given.

4. The personnel deployed shall be healthy, active and not more than 45 years of age. Nobody shall have any communicable diseases.

5. The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel.

6. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the Board for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Govt. of NCT of Delhi

from time to time; The contractor shall also quote his rate of profit (service charges) in addition to the wages to be paid to his workers. Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at CBSE. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.

- a) The payment of wages Act 1936
- b) The Employees Provident Fund Act, 1952
- c) The Factory Act, 1948
- d) The Contract Labour (Regulation) Act, 1970
- e) The Payment of Bonus Act, 1965
- f) The Payment of Gratuity Act, 1972
- g) The Employees State Insurance Act, 1948
- h) The Employment of Children Act, 1938
- i) The Motor Vehicle Act, 1988
- j) The Minimum Wages Act, 1948

7. The personnel will be screened by the contractor after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to CBSE.
8. Replacement of personnel as required by the CBSE will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the CBSE. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the CBSE along with testimonials before they are actually deployed for the job.
9. In case of any loss that might be caused to the CBSE due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the CBSE shall have the right to deduct appropriate amount from the bill etc to make good of such loss to the CBSE besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the CBSE shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
10. In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation /legal or any other liability will solely rest with the Contractor.
11. That Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact A.E.(Civil)/Engineer In Charge of Concern the Office at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient

12. In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for `leave reserve.
13. The successful bidder would have to deposit an amount of 5% of Annual contract value towards security deposit through Demand Draft/pay order/FDR/Bank Guarantee from a bank in favour of Secretary CBSE which would remain with CBSE during the contract period and no interest shall be payable on the Security Deposit amount.
14. The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him showing their arrival and departure time. This attendance record to be submitted every Month to CBSE with an attested photo-copy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the CBSE at any other point of time. Technician also mark their attendance in Bio metric Attendance Machine
15. If at any point of time it come to the notice of the CBSE that the contract personnel deployed are different from the list provided (with attested photographs), CBSE will be well within its right to impose penalty not exceeding five times the wages payable to contractor for each such personnel identified .
16. The contract personnel deployed by the contractor shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the CBSE shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract. Penalty upto 5% may also be imposed, if there is frequent changes of employees deployed at this office by the contractor.
17. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the CBSE.
18. In case of any dispute Chairman CBSE shall be the sole Arbitrator and his decision shall be binding on both the parties.
19. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Delhi Court will have the jurisdiction to settle and decide all the disputes.
20. Income Tax/TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
21. As and when the CBSE requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the CBSE.

22. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
23. In case the CBSE suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the CBSE reserves the right to terminate the contract without assigning any reasons.
24. Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.
25. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
26. The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the CBSE at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT register etc.
27. The above records and the following returns filed by the contractor have to be produced to the CBSE on demand and original/photocopies of these records should be handed over after completion of the contract.
 - (a) Return in form 5, 10 & 12 A which is submitted monthly under the provisions of the Employees' Provident Funds & MP Act, 1952.
 - (b) Summary of contribution (form 5) under sec. 44 Regulation 25 of the ESI Act, 1948. also the return filed under sec. 44, Regulation 26 of the said act along with the monthly return.
 - (c) Half yearly return in form XXIV under Rule 82(1) of the Contract Labour (R&A) Act, 1970.
 - (d) Annual return filed in form 3A/6A under the Employee's Provident Funds & MP Act, 1952.
 - (e) Annual Return in form III Rule 21(4 A) of the Minimum Wages Act, 1948
 - (f) Any other applicable return.
28. The contractor should obtain a Licence from Central Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the CBSE.
29. The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by Govt. of NCT of Delhi from time to time, as applicable during the contract period. As and when the wages are revised by the Govt. of NCT of Delhi, the revised wages shall be paid by this office.
30. The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month by cheque /RTGS/NEFT only.

- 31 The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.
- 32 The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
- 33 The CBSE reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
- 34 The contractor must get police verification of all his personnel employed at CBSE and submit the report to this office along with voter IDs, Aadhaar Card and other valid proof of residence and qualifications. The Contractor has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc. He should also give the list of his sons and relatives who are working in this office as sub-contractors or the labourers. If there is no such thing, the contractor has to give an undertaking to this effect.
- 35 If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulges in such type of activities, should not be further employed in this office by the contractor in any case.
- 36 Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the CBSE will be considered applicable at the time of any dispute/following any statutory rules.
- 37 The agency shall be bound to enclose analysis of rates in supporting its quoted rates for Technical Manpower. The tender received without analysis of rates shall not be accepted.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between CBSE and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

Accepted by me(Proo/Manager)

The criterion of selection as well as rejection

1. CBSE reserves the right to accept or reject any or all bids without assigning any reasons
2. CBSE also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. The contractor will demonstrate to the CBSE the following to be able to qualify for consideration at the stage of technical evaluation :
 - (1) At least five years standing in the field
 - (2) Experience of providing such or similar services to the Central/State Govt. Departments/Autonomous bodies/PSUs/Industries etc. during last 5 years.
 - (3) At least three currently valid contracts for similar works to offices of Central/State Govt. Department/PSUs/Autonomous bodies/industries/or other similar organizations.
 - (4) Submission of EMD, Tender Cost and all documents mentioned in check-list.

Note : Without affecting the sanctity of the above criterion, CBSE has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and the situation so warrants in the interest of work of CBSE

4. Incomplete tenders would be rejected. **Further, the rejection criterion is mentioned in check-list.**
5. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2000, in case of same rates.
6. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contracts and above conditions into account together. Mere Lowest rates is not the sole criteria of selection CBSE is not bound to accept the lowest rates.

CHECK-LIST (TECHNICAL BID)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl.No.	Description of requirement	Yes/No	Page No
1.	The firm is registered with the Regional labour Commissioner(Govt. Of NCT of Delhi/UP Govt) under provisions of contract labour Act and its validity date	Yes/No	
2.	Copies of Balance Sheet and P&L A/c for the last 3 years duly certified by CA	Yes/No	
3.	Registration certificate of provident fund commissioner enclosed PF registration code allotted by the Regional Provident Fund Commissioner, Govt. of NCT of Delhi/UP Govt.	Yes/No	
4.	Copy of Registration certificate/allotment letter of GST number	Yes/No	
5	Copy of Registration certificate/allotment letter PAN from Income Tax Department	Yes/No	
6.	Registration certificate of ESI enclosed	Yes/No	
7.	Proforma containing details of other organization where such contracts were /are undertaken (attach supportive documents)	Yes/No	
8.	DD of Rs.50000/- as EMD and Rs. 500/- as Tender Fee (non-refundable)	Yes/No	
9.	Price bid proforma completed & sealed in separate envelope	Yes/No	
10.	List of Arbitration cases (if applicable) Do not leave it blank. If there are no such cases, write "Not Applicable".	Yes/No/Not applicable	
11.**	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at CBSE.	Yes/No	
12.	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
13.	Copy of last income tax return	Yes/No	
14.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.	Yes/No	
15.	Office address in NCT of Delhi/Ghaziabad.	Yes/No	
16.	At least two currently valid contracts for similar work	Yes/No	
17.	Electrical License from Director Electrical Safety Govt. of India, (With documentary evidence)	Yes/No	

Note: Legible Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided. (Signature of the bidder)

Declaration by the Tenderer:

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

Encls: 1

1. DD/Pay Order No..... (EMD & Tender Fee)
2. Terms & conditions (each page must be signed and sealed)
3. Financial Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Office Address:

Phone No (O):

Date:

** The selected bidder has to submit within 10 days of award of contract the attested photocopies of qualifications/experience of the persons whom he deploy at this office. Failing which the EMD and Security Deposit shall be forfeited and the tender shall be awarded to the next qualified lowest bidder for which the L-1 shall be solely responsible.

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected.

Signature of tenderer with seal

Name

Seal

Office Address

CENTRAL BOARD OF SECONDARY EDUCATION, 2, COMMUNITY CENTRE,

PREET VIHAR, DELHI-92

PART-A Technical-Bid

Last Date for submission: 27/10/2017

Upto:- 2:30 P.M

Opening of tender:- --27/10/2017 on 3:00 P.M

Name of Work :- Tender for Supply of Technical Manpower.
Location :- H.Q building at Preet Vihar, R.O Building P.P Ganj & Staff Qtrs. Brij Vihar Ghaziabad.

General:

1. Name of the company.....
2. Name of the authorized person submitting the Bid "Shri/Smt.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....
.....
5. Address of the company.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address (if any)
11. Registration & incorporation particulars of the firm:
 - a) Private Limited
 - a) Public Limited
 - b) Any other - Please specify.....
12. Name of Director/owner or partner (s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder's bank, its address and current account number
16. Permanent Income Tax number,.....
(Please attach copies of income tax return for last three years)
17. GST Number.....
(Please attach copies of Service GST Registration Number)
18. Quality System Certificate as per ISO 9001:2000.....

19. EPF Registration Number.....

20. ESIC Registration Number.....

21. Electrical License from : _____
Director Electrical Safety Govt. of India (With documentary evidence)

22. Particulars of EMD

i) Demand Draft / Bank Guarantee No/NEFT/ Cash receipt

ii) Date.....

iii) Name of Bank.....

iv) Address of Bank.....

v) Validity of BG/DD.....

21. Particulars of Tender Fee

i) Demand Draft No/ NEFT/ Cash receipt no.

ii) Date.

iii) Name of Bank.....

iv) Address of Bank.

v) Validity of DD.....

22. Details of other organizations where such contracts undertaken during last five years (enclose supporting documents).

Proforma containing details of other organization where such or similar contracts were undertaken.

Sl.No.	Name & Address of the organization, contact No	No. of personnel supplied	Period of contract	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries etc. <u>(pl specify)</u>	Amount of contract	Reason for termination (if currently not valid)
1.						
2.						
3						
4.						
5.						

This information to be given in "Envelope No. 1 Technical Bid for Annual Contract for supply of Technical manpower .

23. Earnest Money Deposit (EMD)

- a) 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 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. However, the performance security shall be obtained from the successful bidder irrespective of their registration status etc.
- b) EMDs of unsuccessful tenders shall be refunded after reasonable time without interest.
- c) The tenders without EMD or partial EMD shall be summarily rejected.
- d) Earnest money to successful tenderers shall be returned after submitting the Performance Security Deposit (ISD) @ 8% of contract value in from as prescribed under General Financial Rules, 2017. No interest will accrue on such deposit.

24. The Financial-Bid of the Agencies selected through Technical-Bid shall only be opened.

UNDERTAKING

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

Place:

Date:

Signature of Bidder/Authorized signatory

Name of the Bidder

Seal of the Bidder

Signature of the agency
With Complete address and seal

Address:
Tel. No.
Mobile No.

ENVELOPE- 2: PRICE BID

Sub: ANNUAL CONTRACT FOR SUPPLY OF TECHNICAL MANPOWER ON CONTRACT BASIS

CONTENTS

1. Envelope No. 2 shall contain only Price Bid of Tender Document, i.e. the copy, of schedule of rates duly filled in and signed by the tenderer/bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the tenderer/bidder in this envelope, otherwise the tender shall be summarily rejected.
2. The format for providing Schedule of Rates to be filled by the tenderer/bidder is enclosed. This envelope shall be Superscribed “Envelope -2 Price bid-**ANNUAL CONTRACT FOR SUPPLY OF TECHNICAL MANPOWER ON CONTRACT BASIS**”

SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked “Envelope- 2”)

Name of the work: Supply of Technical Manpower for CBSE, H.Q building, Regional Office (Delhi) building and Staff Quarters, Brij Vihar, Ghaziabad.

S.No	Description	Qty.	Unit	Rate	Amount
1.	Electrician (ITI in relevant field with minimum Ten years of experience of electrical installations of MSO building having HT/LT systems.) Skilled worker	3	each		
2.	Telephone Technician (Must be have having 10 th pass and trained to attend complaint of telephone and internet lines with minimum 5 years of experience) Skilled worker	2	each		
3.	Lift Operator (The operator must be 10 th pass and trained to operate the lifts & to attend minor complaint with minimum 8 years experience.) Skilled worker	1	each		
5.	Electrical Helper (Must be having 10 th pass and Five years of experience of electrical helper work) Semi Skilled worker	2	each		
6.	Beldar (Must be having 8 th pass and minimum 5 years experience)	4	each		
Total					
G.S.T.					

Note:-

- 1) The agency shall be bound to enclose analysis of rates in supporting its quoted rates for Technical Manpower. The tender received without analysis of rates shall not be accepted.
- 2) Enclose copy of Govt. of NCT of Delhi's orders for rates of minimum wages, PF and ESI as applicable.
- 3) For extra duty hour OTA shall be payable as per normal rates.
- 4) T.D.S shall be deducted from the bill.
- 5) The Technical Manpower Qty. may increase or decrease.

(Each and every page of price bid need to be signed and stamped by the contractor/firm)

ACCEPTED BY ME

(PROP / MANAGER)

ADDRESS:.....

.....

MOBILE NO:.....