

**CENTRAL BOARD OF SECONDARY EDUCATION
REGIONAL OFFICE, BHUBANESWAR
Tender No. CBSE/RO/BBSR/Admn./Manpower/2018**

**“Tender Document for providing Manpower Services at
CBSE Regional Office, Bhubaneswar”**

(Visit us at: www.cbse.nic.in)
E-mail: rocbsebbsr@rediffmail.com

(Year - 2018)

Issuing Authority:
Regional Officer
Central Board of Secondary Education,
Regional Office,
6th Floor, Alok Bharati Complex,
Saheed Nagar, Bhubaneswar-751007

CENTRAL BOARD OF SECONDARY EDUCATION
REGIONAL OFFICE, BHUBANESWAR
Tender No. CBSE/RO/BBSR/Admn./Manpower/2018

TENDER DOCUMENT FOR

“Providing Manpower Services at CBSE Regional Office, Bhubaneswar”

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**CENTRAL BOARD OF SECONDARY EDUCATION
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SECTION – 1

(Notice Inviting Tender)

CENTRAL BOARD OF SECONDARY EDUCATION
REGIONAL OFFICE, BHUBANESWAR
Tender No. CBSE/RO/BBSR/Admn./Manpower/2018

NOTICE INVITING TENDER FOR PROVIDING MANPOWER SERVICES

<p><u>Present Address:</u> CBSE Regional Office, 6th floor, Alok Bharati Complex, Saheed Nagar, Bhubaneswar, Odisha - 751007</p>	<p><u>Site Office:</u> CBSE Regional Office, 4(P), Khata No. 619, Mouza- Chandrasekharpur, Bhubaneswar, Odisha.</p>
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Tender Document Cost:- Rs. 1,000/- (Rupees One Thousand Only)

Earnest Money Deposit: Rs. 2,00,000/- (Rupees Two Lakh only)

Annual Contract Value (Approx.): Rs. 80,00,000/- (Rupees Eighty Lakh only)

The Central Board of Secondary Education (CBSE), Regional Office, Bhubaneswar invites online mode tenders at CPPP e-procurement website (<https://eprocure.gov.in/epublish/app>) from registered and authorized companies/ firms/ agencies/ societies etc. for providing manpower services at its Regional Office located in Bhubaneswar. The tender documents can be downloaded from Board's website i.e. www.cbse.nic.in (for perusal and reference purpose only) and publishing portal of Govt. of India website (<https://eprocure.gov.in/epublish/app>).

Interested agencies must submit the complete tender at CPPP e-procurement website <https://eprocure.gov.in/epublish/app> as per the schedule prescribed in CRITICAL DATE SHEET as under:

CRITICAL DATE SHEET

Published Date & Time	08.01.2018 (11:00 A.M)
Bid Document Download Start Date	08.01.2018 (11:30 A.M)
Clarification Start Date & Time	08.01.2018 (11:30 A.M)
Clarification Closing Date & Time	15.01.2018 (11:00 A.M)
Bid Submission Start Date & Time	17.01.2018 (11:00 A.M)
Bid Submission End Date & Time	29.01.2018 (11:00 A.M)
Bid Opening Date and Time	30.01.2018 (11:00 A.M)
Duration of Contract	The duration of the contract shall be one year from the date of agreement. However, the same can be extended on year to year basis for a maximum period of two more years on satisfactory performance and mutual consent.
Tentative Date & Time for opening of Financial Bids of eligible Tenderers	Date will be intimated online on CPP e-procurement portal in due course of time.
Tentative Tender value	Rs. 80.00 Lakh per year
Validity of Bid	90 days from the last date of submission of bids.
Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rs. Two Lakh only) payable in the form of Account Payee Demand Draft, Banker's Cheque, Fixed Deposit Receipt or Bank Guarantee from any of the nationalised commercial banks in favour of 'Secretary, CBSE' payable at 'Bhubaneswar'. The FDR or Bank Guarantee shall be valid for 90 days.
Cost of Tender Document	Rs. 1,000/- (Rs. One thousand only) in the form of Account Payee Demand Draft or Banker's Cheque drawn in favour of 'Secretary, CBSE' payable at 'Bhubaneswar'.

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Bids shall be submitted through online mode only as per critical date sheet at CPPP e-procurement website: <https://eprocure.gov.in/eprocure/app>. Bids submitted through offline mode shall be summarily rejected.

The Hard Copy of original instruments in respect of tender document cost and EMD must be submitted to the Assistant Secretary (Administration) at the address indicated below on or before bid opening date/time as mentioned in critical date sheet.

Address:

Assistant Secretary (Administration)
Central Board of Secondary Education
Regional Office,
6TH Floor, Alok Bharati Complex,
Saheed Nagar, Bhubaneswar-751007,
Contact No.-0674-2548426-Ext.-121
Email:- rocbsebbsr@rediffmail.com

Tender documents received in incomplete shape or beyond the stipulated period or through offline mode shall not be entertained under any circumstances. The Competent Authority of the Board reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority shall be final and binding.

-s/d-
Regional Officer
CBSE Regional Office
Bhubaneswar

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SECTION – 2

(Instructions for Online Bid Submission)

CENTRAL BOARD OF SECONDARY EDUCATION
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INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. REGISTRATION

- 1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

- 2.1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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3. PREPARATION OF BIDS

- 3.1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3.4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. SUBMISSION OF BIDS

- 4.1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4.4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 4.5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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- 4.6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. ASSISTANCE TO BIDDERS

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

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SECTION – 3

(Instructions to the Bidders)

CENTRAL BOARD OF SECONDARY EDUCATION
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INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For 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 'Bidder' and/or 'Contractor' or interchangeably.
- 1.2 No claim on account of any errors detected in the tender documents shall be entertained.
- 1.3 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 the contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the CBSE. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.4 The bidder shall attach the copy of the authorization letter/ power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of tender document, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/ format, or not fulfilling any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.6 The Bidder should be a Limited/ Private Limited Company or a Limited Liability Partnership (LLP) firm or a Registered Society duly registered under the respective Acts.
- 1.7 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 to the Central Board of Secondary Education, Regional Office, Bhubaneswar. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.8 Details of tentative vacancies are given at Annexure-A. The tentative vacancies may increase or decrease based on the actual requirement of the CBSE depending on the workload at the sole discretion of the Competent Authority of the Board.
- 1.9 The CBSE being an autonomous organisation under the Ministry of Human Resource Development, Government of India shall be paying minimum wages notified by the Ministry of Labour & Employment, Government of India from time to time.
- 1.10 CBSE reserves the right to discontinue the services of any contractual employee with immediate effect, in case the performance is not found satisfactory.

2. MINIMUM ELIGIBILITY CRITERIA

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

- a. **Location:** The Bidder should have a Registered or Branch Office or an Operational office located in Bhubaneswar.
- b. **Separate Legal Entity:** The Bidder should be a Limited/ Private Limited Company or a Limited Liability Partnership (LLP) firm or a Registered Society duly registered under the respective Acts. Copy of registration certificate shall be submitted alongwith the bid.

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- c. **Registration:** The Bidder should be registered with the GST Authorities, Income Tax Department, Employees Provident Fund Organisation, Employees State Insurance Corporation and also registered under the Central Government labour laws holding valid labour license/ permit from Chief Labour Commissioner (Central).
- d. **Experience of Similar work:** The Bidder should have experience of executing similar work {providing manpower of similar nature (refer-Annexure-A)} in Central or State Govt. Ministries/ Departments / PSUs/ Banks/ Autonomous Bodies/ Statutory Bodies for at least three years.
- e. **Turnover:** The Bidder should have a minimum financial turnover of Rs. 2.50 crores per annum during the last three financial years.
- f. **Quality Certification:** The Bidder should have quality certification w.r.t SOPs, Environmental Management and Occupational Health and Safety Management for providing Manpower services.
- g. **Manpower:** The Bidder should have atleast 100 manpower on its roll at the time of submission of Bid.

2.1 Documents supporting the Minimum Eligibility Criteria to be uploaded with the Bid

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(b), attested copy of respective registration certificates should be enclosed.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copies of GSTIN, PAN, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of work orders and experience certificates for completed work issued by the Government Ministries/ Government Departments/ PSUs/ Banks/ Autonomous Bodies/ Statutory Bodies etc. shall be acceptable.
- (iv) Attested copy of the audited balance sheets for the completed three financial years.
- (v) Attested copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.
- (vi) Attested copies of ISO 9000, OHSAS 18001, ISO 14001 etc. to support the claims w.r.t. 2 (f) above.
- (vii) Any address proof (issued by the Central/State Government) for supporting local address.

3. EARNEST MONEY DEPOSIT:

- 3.1 The Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two Lakh only) payable in the form of Account Payee Demand Draft or Banker's cheque or Fixed Deposit Receipt or Bank Guarantee from any of the nationalised commercial banks in favour of 'Secretary, CBSE' payable at 'Bhubaneswar'. The FDR or Bank Guarantee shall be valid for 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents.
- 3.2. The Hard Copy of original instruments in respect of tender document cost and EMD must be submitted to the Assistant Secretary (Administration) at the address indicated below on or before bid opening date/time as mentioned in critical date sheet.

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- 3.3. Bids without Earnest Money Deposit shall be summarily rejected. The bidders who are Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Departments and are exempted shall be required to submit proof.
- 3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by CBSE in respect of any previous work shall be entertained.
- 3.5 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof after the submission of bid. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited.
- 3.6 No claim shall lie against the CBSE in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.7 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) If the bidder conceals or misrepresents or submit any false information/document in the bid; or
 - (iii) 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 his own quoted prices for the services or part thereof.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Bids.

5. PREPARATION OF BIDS

- 5.1 **Language:** Bids and all accompanying documents shall be in English or in Hindi.

- 5.2 **Submission of Bids:** The Proposal should be submitted in two parts (Technical and Financial) as described below:-

“Part 1: Technical Proposal” which will consist of the proof for meeting eligibility criteria, proof of payment of Tender document cost and EMD.

“Part 2: Financial Proposal” which will consist of the details of financial matters.

- 5.3. The Proposal submitted in online mode must comply with instructions issued by CBSE.
- 5.4. CBSE reserves the right to reject any proposal which is not substantially responsive.
- 5.5. Any Proposal received after the stipulated time will not be accepted by CBSE.

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- 5.6. Part-1 Technical Proposal:** The Technical Bid should be prepared as per the instructions given in the Tender Document and all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount must be uploaded on the CPP portal.

Documents comprising the Technical Proposal:

- i) Scanned Copy of Technical Bid Submission Form (Section 7) duly signed and stamped.
- ii) Scanned Copy of Tender Acceptance Letter (Annexure-V) printed on Company's letter head, signed and stamped.
- iii) Scanned Copy of Tender Document fee and Earnest Money Deposit.
- iv) Scanned Copy of Declaration Form (Annexure-I).
- v) Scanned Copy of Pre Contract Integrity Pact (Annexure-IV).
- vi) Scanned Copy of Bid Submission Form (Annexure-VI)
- vii) Scanned copy of attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 (Para 2 and 2.1 above) of Instruction to the Bidders.

- 5.7. Part-2 Financial Proposal:** The Financial Bid in the Price Schedule shall be uploaded on the CPP Portal only containing following:

- a) Schedule of price bid in the form of BOQ_XXXX .xls

6. SUBMISSION OF BIDS

- 6.1 The Bidder shall submit his bids in online mode only i.e. on the CPP Portal as prescribed in terms and conditions.
- 6.2 Non-compliance of the above instructions may lead to disqualification of bid for participation in the tendering process. Bids submitted in the manner other than as prescribed above i.e. by fax, by e-mail, by offline mode etc., shall be summarily rejected.
- 6.3 No Bid shall be accepted after the prescribed date and time.

7. BID OPENING PROCEDURE

- 7.1 The Bids shall be opened on the scheduled date and time as per Critical Date Sheet by the Tender Committee authorized by the competent authority of the Board.
- 7.2 Decision of the Tender Committee shall be uploaded on the CPP Portal.
- 7.2 The financial bids of only those bidders whose Technical Bids are qualified and acceptable, shall be opened by the Tender Committee authorized for the purpose. The date and time of opening of the financial bids shall be uploaded on the CPP Portal in due course.
- 7.3 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document based on the information/documents provided by the bidder.
- 7.4 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, tender fee, all required documents etc. by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.

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8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder.
- 8.2 However, the CBSE may at its own discretion, can ask any bidder for a clarification of its bid with a view to assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders. 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.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the CBSE's request for clarification, its bid will be decided based on documents available.
- 8.3 CBSE also reserves right to seek confirmation/ clarification from the issuer agency, on the supporting documents submitted by the bidder.

9. TECHNICAL BID EVALUATION

- 9.1 The CBSE shall follow two bid system where the technical bid and financial bid shall be evaluated separately.
- 9.2 The technical bid is only qualifying in nature. Bidders who qualify the prescribed technical qualification shall only be considered for financial bid opening.
- 9.2.1 The technical bid evaluation shall be done based on the following criteria:
- 9.2.2 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

(i)	Number of years in Operations	(Max 25 Marks)
(a)	Less than 3 years	00 Marks
(b)	3-5 years	10 Marks
(c)	5-10 years	15 Marks
(e)	10 years and above	25 Marks
(ii)	Turnover per annum (Last Three Years)	(Max. 25 Marks)
(a)	Less than Rs 2.50 crores	00 marks
(b)	Rs 2.50 - 5 crores	10 Marks
(c)	Rs 5 - 10 crores	20 Marks
(d)	Rs 10 crores and above	25 Marks
(iii)	Number of Manpower on roll	(Max. 25 Marks)
(a)	Less than 200	05 Marks
(b)	200-500	10 Marks
(c)	500-800	15 Marks
(d)	800 and above	25 Marks
(iv)	Quality Related Marks	(Max. 25 Marks)
(a)	ISO 9001	05 Marks

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- | | | |
|-----|-------------|----------|
| (b) | ISO 14001 | 10 Marks |
| (c) | OHSAS 18001 | 10 Marks |

9.2.3 A Bidder should secure mandatorily a minimum of 40 marks as per para 9.2.2 in Technical Evaluation in order to be a qualified bidder for being eligible for opening of financial bids. In case of more than one bidder quoting L1 rates, the bidder obtaining highest marks in the technical evaluation will be considered for AOC (Award of Contract)

9.2.4 The Bidder shall be required to upload attested copies of the relevant documents in support of 9.2.2 in addition to the documentary evidences of para 2.1 for being considered during technical evaluation.

9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of para 9 and 9.3.1. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will not be opened.

9.3.1 Responsiveness: The following may also be ensured by the participated bidders/ tenderers/ firms:

- (i) *The responsiveness of the bid, i.e. receipts of duly filled, signed and accepted bid documents in complete form, including Authorization letter.*
- (ii) *Receipt of valid EMD and tender fee with requisite amount in acceptable format.*
- (iii) *Documents in proof of meeting the minimum eligibility criteria.*
- (iv) *Any other documents as required to support the responsiveness of the bidder, as per the tender.*

9.4 The bidder who qualified in the technical evaluation stage shall only be eligible for opening of financial bids. CBSE shall upload the date and time for the financial Bid opening on the CPP Portal.

10. FINANCIAL BID OPENING PROCEDURE

10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time.

10.2 The Administrative Charges, as indicated in the financial bid submission form (Schedule of price bid in the form of BOQ_XXXX .xls) will be considered for final evaluation of bidders.

10.3 The administrative charges quoted by the agency shall be written in both numbers as well as in words in the financial bid. In case the bidder has quoted 'Zero' or 'NIL' as administrative charges, his/her bid shall be liable for cancellation by the CBSE.

10.4 If there is a discrepancy between words and figures, the amount in words shall prevail.

10.5 The Bidder meeting the minimum eligibility criteria and with the lowest administrative charges shall be deemed as the successful Bidder and shall be considered for further process.

10.6. CBSE is not liable to pay any dues towards 'Bonus' under the Payment of Bonus Act, 1965 (Amendment 2015) in respect of contractual employees engaged through security agencies vide CBSE Circular dated 26.09.2016.

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11. RIGHT OF ACCEPTANCE:

- 11.1 The Central Board of Secondary Education reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Secretary, CBSE in this regard shall be final and binding.
- 11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 11.3 The Secretary, CBSE reserves the right to award any or part or full contract to any successful agency (s) at its discretion and this will be binding on the bidders.
- 11.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the Secretary, CBSE reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 11.5 The Central Board of Secondary Education may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc or in case the Contractor has submitted false information/document or misrepresent or conceals any material fact.

12. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE (LoA)'

- 12.1 After determining the successful evaluated bidder, CBSE shall issue a Letter of Acceptance (LoA) in duplicate to the successful bidder, who will return one copy to CBSE duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same by him.
- 12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding to the contract.
- 12.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

13. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 13.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned after opening of the eligible financial Bids.
- 13.2 The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within thirty (30) days of award of contract to the Successful bidder.
- 13.3 The Earnest money deposit of all the bidders shall be returned along with their un-opened financial bids, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.
- 13.4 The Earnest Money Deposit shall be refunded to the successful bidder on receipt of Performance Security.

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SECTION – 4

“GENERAL CONDITIONS OF CONTRACT”

(GCC)

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1. DEFINITIONS

1.1 General

In this Contract including the Schedules, the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule.

Sl. No.	Expression	Meaning
1.	Agreement	The words "Agreement" and "Contract" have been used interchangeably.
2.	Party	Party means the Successful Bidder to whom the work of providing manpower services has been awarded by the CBSE.
3.	Letter of Acceptance	Shall mean the acceptance of the contractor to provide manpower services in CBSE premises
4.	Letter of Intent	Shall mean the intent of CBSE to engage the successful bidder.
4.	Notice to proceed	Shall mean the date at which the manpower services are to commence in CBSE's premises.
5.	Confidential Information	Shall mean all information that is not generally known and which is obtained/ received during the tenure of the contract and relates directly to the business/ assets of CBSE including the information having the commercial value.
6.	Termination date	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
7.	Contractor	Shall mean the successful bidder to whom the work of providing manpower services in CBSE' premises has been awarded

1.2 CONFIDENTIALITY

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information of the CBSE's or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or information of the CBSE. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of CBSE's information.
- 1.2.2 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.

2. PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

- 2.1 The successful bidder, within fifteen (15) days of the acceptance of the LoA, shall execute a Performance Security for a sum equivalent to 10 percent of the annual contract value in the form of a Bank Guarantee from any nationalized commercial bank. Alternatively, the Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from any nationalised commercial bank in favour of Secretary, Central Board of Secondary Education, payable at Bhubaneswar.

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- 2.2 The Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Contractor.
- 2.3 The Bank Guarantee can be forfeited by order of the Secretary, Central Board of Secondary Education in the event of any breach or negligence or non observance of any terms/ conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Central Board of Secondary Education sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of Central Board of Secondary Education to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Central Board of Secondary Education shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the Board, which may have been issued to the contractor.

3. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, CBSE shall issue the 'Notice to proceed', to the contractor authorising him to provide manpower in the Office at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 CBSE shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Three (03) days of receipt of the draft Articles of 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.
- 4.4 The competent authority of the CBSE shall sign the Contract agreement and return a copy of the same to the successful bidder.

5. SERVICES REQUIRED BY THE CBSE

- 5.1 The Contractor shall be providing manpower services in CBSE's premises as per the details given herein, or any other location as required by the CBSE to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 5.2 The CBSE shall pay the charges as agreed between the CBSE and the Contractor at the time of bidding process. A **schedule of charges** shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.

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5.3 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.

6. COMMENCEMENT OF SERVICES

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

6.1 Submission of Performance Bank Guarantee in accordance with Clause 2 (Section-4).

6.2 The Contractor shall provide manpower services in CBSE's premises within 07 days from the date of receipt of Notice to Proceed as set out in Clause 3 (Section 4).

7. CONTRACTOR'S OBLIGATIONS

7.1 The Contractor shall provide manpower services at CBSE's premises as per Schedule of Work / Requirements (Section-11) which may be amended from time to time by the CBSE during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the CBSE from time to time.

7.2 The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the CBSE shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

7.3 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor on monthly basis. The Contractor shall submit to CBSE a copy of wages sheet showing details of monthly wages paid to its personnel alongwith the amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities on monthly basis.

7.4 The Contractor shall produce to the CBSE the details of payments of statutory benefits like leave, relief etc. from time to time to its personnel. No cost directly or indirectly be charged from the personnel deployed in CBSE.

7.5 It would be mandatory for the contractor to transfer the salary/ wages to the personnel's bank account by means of electronic fund transfer. An undertaking to the effect that the specified amount of salary/ wages has been transferred to the bank account of the contractual personnel (along with the details of amount transferred) and no cost directly or indirectly has been charged from the personnel deployed in CBSE, be submitted with the bill during next month. In case any complaint is received regarding short payment/ deduction of salary on unjustified grounds, the contract may be cancelled by the CBSE.

7.6 The CBSE shall have the right, with reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the CBSE, emergencies, exempted.

7.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the CBSE shall own no liability and obligation in this regard.

7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with the Schedule of Requirements (Section-11).

7.8 The Contractor shall issue identity cards/ identification documents to all its employees who will be instructed by the Contractor to display the same during duty time.

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- 7.9 The personnel of the Contractor shall not be the employees of the CBSE and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/ duty under this Contract from the CBSE. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The Contractor shall also provide, at its own cost, all benefits statutory or otherwise to its employees and the CBSE shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations and Abolition Act) or any other law in force.
- 7.11 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.12 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the CBSE.
- 7.13 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services to the CBSE.

7.14 **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.

8. CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the CBSE and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the CBSE.
- 8.2 The Contractor shall not be liable in any way whatsoever and the CBSE hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
- 8.2.1 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower Services to the CBSE.
- 8.3 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 contractor's 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.

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9. CBSE'S OBLIGATIONS

- 9.1 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.
- 9.2 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.
- 9.3 To enable the Contractor to provide the manpower services, the CBSE shall ensure that their staff is available to provide such assistance.
- 9.4 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 relationship with any of the workers of the Contractor.

10. VALIDITY OF CONTRACT

The contract, if awarded, is likely to commence from March-2018 and it 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, the 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 the office of the CBSE. The duration of the contract is one year from the date of signing the contract. However, the same can be extended on year to year basis for a maximum period of two more years subject to satisfactory performance/services and mutual consent of both the parties.

11. PAYMENTS

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the CBSE for the manpower services.
- 11.2 The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 11.3 The Contractor shall raise invoice per month and submit the same to CBSE by 7th of every following month. The CBSE shall make all efforts to make payments within 10- 15 days from the date of the receipt of the invoice to the Contractor.
- 11.4 The minimum wages under the Contract shall be revised from time to time as notified by the Ministry of Labour and Employment, Government of India. No price escalation or extra charges, other than minimum wages revision, shall be entertained by the CBSE during the period of contract.
- 11.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the CBSE, the Contractor shall not be eligible for any increase in the Contract cost, except minimum wages revision, as and when notified by the Government of India.

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- 11.6 GST shall be applicable as per rules. However, CBSE being an education institution is not required to pay GST on Sweeping and Cleaning services.
- 11.7 In addition to the Contract payments, the CBSE shall pay for any additional services required by the CBSE, which are not specified in the Price Schedule but mutually agreed upon in writing.
- 11.8 All payments shall be made in Indian Currency by means of Electronic Fund Transfer only e.g. RTGS, NEFT, IMPS etc.
- 11.9 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.
- 11.10 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

12. FORCE MAJEURE OBLIGATIONS OF THE PARTIES

12.1. "Force Majeure" shall mean any event beyond the control of CBSE or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

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

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

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13. TERMINATION OF CONTRACT

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

- 13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 13.2 The Contract may be terminated forthwith by the CBSE by giving written notice to the Contractor, if:
 - 13.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the CBSE shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the CBSE and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.
 - 13.2.2 The Contractor does not provide manpower services satisfactorily as per the requirements of the CBSE or / and as per the Schedule of Requirements
 - 13.2.3 The Contractor goes bankrupt and becomes insolvent.

14. DISCLAIMER

The relatives / near relatives of employees of the CBSE are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or 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) and sister's husband (brother-in-law)

15. INSOLVENCY

- 15.1 The Secretary, Central Board of Secondary Education may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:
 - i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
 - ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

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- iii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

16. CURRENCIES OF BID AND PAYMENTS

- 16.1 The currency of the contract is Indian Rupees and payments under this contract will be made in Indian Rupees only.

17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 17.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the 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 Bhubaneswar/ Delhi and the decision of the arbitrator shall be final and binding on the parties.
- 17.2 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Bhubaneswar.

SECTION – 5

“SPECIAL CONDITIONS OF CONTRACT”

(SCC)

CENTRAL BOARD OF SECONDARY EDUCATION
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SPECIAL CONDITIONS OF CONTRACT

1. The Special Conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section 3 and “General Conditions of the Contract” (GCC) as contained in Section 4.

2. INDEMNIFICATION:

The successful bidder is solely liable to fully indemnify and keep 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 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 Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. LABOUR LAW COMPLIANCES

3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. CBSE may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

(a) All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and CBSE shall not incur any liability or additional expenditure whatsoever for personnel deployed.

(b) It is mandatory that the employees must be paid through Electronic Fund Transfer e.g. RTGS, NEFT etc.

3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC etc. in respect of their deployed staff shall be submitted by the Contractor to CBSE every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses etc. CBSE is not liable to pay any bonus to the employees engaged under this tender/ contract.

3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non compliances of labour or other related laws.

3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

3.5 The Contractor shall submit periodical returns as may be specified from time to time.

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4. OFFICIAL RECORDS:

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

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SECTION – 6

“SCHEDULE OF WORKS/ REQUIREMENTS”

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In this Schedule of Requirements, the details of manpower services to be provided by the Contractor and also other information, instructions of the CBSE and instructions to the Contractor's employees posted at the CBSEs' offices and all such other aspect of the Contracts are to be mentioned.

1. GENERAL INSTRUCTIONS

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

2. SUPERVISION

- 2.1 The Contractor shall depute one full time Supervisor in CBSE's office, who shall ensure that all the duties as may be assigned differently by the CBSE to various categories of manpower are performed by them in the desired manner of CBSE, failing which it shall invite penalties as prescribed in the following paragraphs.
- 2.2 The Contractor's Supervisor shall be the first line of contact for CBSE, who shall report to the designated officers of CBSE for all requirements.
- 2.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the manpower are fulfilled through Contractor or its Supervisor.
- 2.4 The Contractor shall ensure that the Supervisor is not below the level of Executive/HR who is well versant with all HR related requirements and who should be prompt enough to initiate all required action.

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3. DEPLOYMENT OF MANPOWER

- 3.1 The Central Board of Secondary Education, Regional Office is presently located at 6th Floor, Alok Bharti Complex, Saheed Nagar, Bhubaneswar-751007, requires the services of reputed, well established and financially sound manpower Companies to provide manpower as per Annexure-A.
- 3.2 The manpower appointed in different categories shall be deployed by the CBSE for the work in its Regional Office located at Bhubaneswar. The Regional Office is expected to be shifted in its newly constructed building at Shailashree Vihar, Chandrashekhar Pur, Bhubaneswar shortly. CBSE shall not be liable to pay any extra charges due to shifting of its office and the Contractor shall be bound to provide the manpower services at new office location also with no implication on cost, terms and conditions.
- 3.4 The manpower deployed shall be required to report for work at 9000 hrs and would leave at 1730 hrs. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one day wage shall be deducted. In case of repetition of such instances, the following may be applicable:

“The selected contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the Agency in providing a substitute beyond two working days shall attract liquidated damages @ Rs. 500/- per day (per such case) on the service-providing contractor, besides deduction in payment on pro-rata basis.”

4. PENALTIES

- 4.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 7TH of every month, failing which penalty of Rs.500/-per day will be imposed upto 15th of the month and thereafter the penalty will be imposed Rs.1000/per day from 16th to last day of month and the contract may be terminated if failure continues. Moreover, Security Deposit/ Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The CBSE will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- 4.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the CBSE, it will be brought to the notice of Contractor by the CBSE and if no action is taken immediately, penalty of Rs.1000/per day per complaint will be imposed by invoking penalty clause.
- 4.3 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of workers/ supervisors are less than specified number as mentioned in the contract, a penalty of Rs.500/per absentee per day shall be deducted from the bill(s).
- 4.4 In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the CBSE, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 4.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the CBSE shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become

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due to the Contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the CBSE.

5. SCOPE OF WORK CONTRACTOR

- 5.1 Contractor must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the CBSE for such items.
- 5.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at CBSE Regional Office, Bhubaneswar. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force CBSE to deduct a proportionate amount from the bills, as decided by the competent authority of CBSE.
- 5.3 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at CBSE after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the CBSE and shall also intimate changes in addresses of the staff as and when they take place.
- 5.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to CBSE. It shall totally indemnify CBSE in this regard.
- 5.5 Contractor should at all times indemnify CBSE against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. CBSE will not own any responsibility in this regard.
- 5.6 Contractor's staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite qualification, experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify CBSE in all respects under this contract.
- 5.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at CBSE premises or on duty at any time during performance of their duties.
- 5.8 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 5.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.

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6. SCOPE OF WORK – FOR SERVICES

- 6.1 Contractor's personnel shall be deployed at Regional Office of Central Board of Secondary Education located at Bhubaneswar.
- 6.2 While providing all the Services, Contractor shall ensure that all duties are performed invariably as per the desired standards of the CBSE, failing which it shall invoke penalty clauses of this Bidding Document.
- 6.3 The Contractor shall also ensure that for different services, only such smart, intelligent, experienced and with thorough academic qualifications are deployed in CBSE's premises who can cater to the requirements of CBSE's standards, failing which it shall be liable for Contractor to provide replacement immediately.

7. CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- Are always smartly turned out and vigilant.
- Are punctual and arrive at least 15 minutes before start of their duty time.
- Take charges of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Read and understand their duties and site instructions and follow the same.
- Extend respect to all Officers and staff of the office of the CBSE.
- Shall not drink on duty, or come drunk and report for duty.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty post.
- Will not read newspaper or magazine while on duty.
- Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to the contractor and the CBSE.
- When in doubt, approach concerned person immediately.
- Get themselves checked by security personnel whenever they go out.
- Do not entertain visitors.
- Do not contact stakeholders (schools, candidates, parents etc.) unless specifically asked to do so.
- Shall not smoke in the office premises.

CONFIDENTIALITY

- The phone number and movement plans of the CBSE shall not be given to anyone.
- The following information about the CBSE shall not be given to anyone.
 - Car make, color and number of any officer(s)/official(s).
 - Telephone no./ any other information.
 - Location and movement plans.
 - Meetings and conference schedules.
 - Site plan of the premises.
 - Travel details of the CBSE' employees.
 - Assets of the office.

TELEPHONE HANDLING

- Information about the CBSE shall not be given to anyone.
- The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the CBSE.

**CENTRAL BOARD OF SECONDARY EDUCATION
REGIONAL OFFICE, BHUBANESWAR
Tender No. CBSE/RO/BBSR/Admn./Manpower/2018**

SECTION – 7

“TECHNICAL BID SUBMISSION FORM”

**CENTRAL BOARD OF SECONDARY EDUCATION
REGIONAL OFFICE, BHUBANESWAR**

Tender No. CBSE/RO/BBSR/Admn./Manpower/2018

TECHNICAL BID SUBMISSION FORM

For Providing Manpower Services to Central Board of Secondary Education

1. Name of Tendering Company : _____
(Upload attested copy of certificate of registration with statutory authorities)

Details of Earnest Money Deposit : Rs. _____

D.D. No. _____ & Date: _____

Drawn on Bank: _____

- Name of
2. Directors/Partners/Members
of the Company/LLP/Society
1. _____
S/o, D/o, W/o _____
2. _____
S/o, D/o, W/o _____
3. _____
S/o, D/o, W/o _____

3. Full Address of Regd. Office and
office in Bhubaneswar

Telephone _____

No.: _____

FAX No.: _____

E-Mail Address: _____

4. PAN / GIR No. _____

(Upload self attested copy)

5. Service Tax/ GST Registration No. _____

(Upload self attested copy)

6. E.P.F. Registration No. _____

(Upload self attested copy)

7. E.S.I. Registration No. _____

(Upload self-attested copy)

8. Financial turnover of the tendering Company for the last 3 Financial Years:

(Upload supporting documents)

Financial Year	Amount (Rs.)	Remarks, if any
2014-15		
2015-16		
2016-17		

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9. Give details of the major similar contracts handled by the tenderer in PSUs/Government Departments/ Autonomous Bodies/ Statutory Bodies/Banks etc during the last three years in the following format. (Upload attested copies of work orders and experience certificates)

Sl. No.	Details of client alongwith address, telephone and FAX numbers	Amount of contract (in Rs.)	Duration of contract		Nature of contract
			From	To	
1.					
2.					
3.					
4.					
5.					

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

10. Details of regular manpower on roll and their number: (Upload separate sheet)
11. Details of quality certification:
12. Additional information, if any, (Attach separate sheet, if required)

Date:

Place:

Signature of authorized person

Name: _____

Seal: _____

**CENTRAL BOARD OF SECONDARY EDUCATION
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SECTION – 8

“FINANCIAL BID FORMAT”
(for perusal and reference purpose only)

CENTRAL BOARD OF SECONDARY EDUCATION
REGIONAL OFFICE, BHUBANESWAR
Tender No. CBSE/RO/BBSR/Admn./Manpower/2018
FINANCIAL BID

For Providing Services of Manpower to Central Board of Secondary Education

1. **Name of Tendering Company:** _____

2. **Statutory wages and liabilities:**

- (a) The CBSE being an autonomous organisation working under the Ministry of Human Resource Development, Government of India, shall be paying minimum wages notified by the Ministry of Labour & Employment, Government of India from time to time.
- (b) The components of rates per employee shall comprise such statutory payments (under Central Government) & liabilities as applicable on date and revised from time-to-time.
- (c) No deduction except statutory dues is to be made from the wages specified for each post.
- (d) The payment to the contractual employees will be made by the contractor by means of Electronic Funds Transfer only.
- (e) The contractor shall be liable to make payments to the contractual employees as per the statutory liabilities and claim the same from the Board.
- (f) The incidence of the above statutory payments shall be worked out by the Board & the tenderers need not quote against the same.

3. **Administrative Charges:-**The tenderer shall be required to quote only administrative charges for contract employees which shall be the deciding parameter for the award of the contract.

	In Figures	In words
Administrative Charges (in % of basic wages of the contractual staff)		

Signature of the Authorised Person

Date: _____ Full Name _____

Place: _____ Seal _____

Notes-1: The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each deployed person during the month as per attendance.

2. The above mentioned Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CBSE.

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SECTION – 9

“FORMS”

**CENTRAL BOARD OF SECONDARY EDUCATION
REGIONAL OFFICE, BHUBANESWAR
Tender No. CBSE/RO/BBSR/Admn./Manpower/2018**

Annexure-I

DECLARATION

1. I, _____ Son/Daughter/Wife of
Shri _____

Director/authorized signatory of the company mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Authorized Person

:

Date:

Full Name

:

Place:

Seal

**CENTRAL BOARD OF SECONDARY EDUCATION
REGIONAL OFFICE, BHUBANESWAR**

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Annexure-II

PERFORMANCE SECURITY BOND FORM

In consideration of CBSE (hereinafter called 'the Board') having agreed to exempt _____ (hereinafter called 'the said Contractor(s)') from the demand, under the terms and conditions of an agreement/(Purchase Order) No. _____ Dated _____ made between _____ and _____ for the supply of

_____ (hereinafter called 'the said Agreement'), of performance security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for _____ we, (Name of the bank) _____ contractor(s) do hereby undertake to pay to the CBSE an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the CBSE by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

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

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

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

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

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

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CBSE in writing.

Dated the _____ day of _____, Two Thousand Seventeen

For _____

(Indicate the name of the bank)

Witnesses:-

- | | |
|----|---------------------------|
| 1. | Telephone No.(s): _____ |
| | STD Code- FAX No. : _____ |
| 2. | E-Mail Address:- : _____ |

**CENTRAL BOARD OF SECONDARY EDUCATION
REGIONAL OFFICE, BHUBANESWAR
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CONTRACT FORM

1. This agreement is made this day.....between, herein after called " name of company" the first party which expression shall include his heirs, executors and administrators/ their successors and Central Board of Secondary Education, herein after called "CBSE", the second party, through Regional Officer, CBSE Bhubaneswar herein after include his successors and assignees, shown as under :-
2. That WHEREAS the first party shall and will provide services of the manpower details of which are given in Annexure–A to this office vide tender notice No..... datedat the rated quoted byvide their tender..... dated and as per all the terms and conditions given in Notice Inviting Tender (NIT) and the aforesaid tender notice dated.....which shall become part and parcel of this agreement.
3. That the first party would raise demand and the payment shall be done in accordance with the terms and conditions of the aforesaid tender document No. dated.....
4. The Performance Security Bond would be encashed by second party in case first party fails to deliver items and/or breaches terms & conditions of the aforesaid tender document No. dated.....
5. In accordance with the Tender document No. dated..... this agreement is made for a period of one year from....., as in Clause 10 of 'GENERAL CONDITIONS OF CONTRACT' of the tender document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OF.....2017.

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

CONTRACTOR

CBSE

Witness for Contractor

- 1.
- 2.

Witness for CBSE

- 1.
- 2.

CENTRAL BOARD OF SECONDARY EDUCATION
REGIONAL OFFICE, BHUBANESWAR
Tender No. CBSE/RO/BBSR/Admn./Manpower/2018
PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on _____ day of the month of _____ 2017, between, on one hand, the Central Board of Secondary Education acting through Regional Officer (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the first part and M/s _____ represented by Shri _____, chief executive officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires , his successors and permitted assigns)of the second part .

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

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

Now, THEREFORE,

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

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

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

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

1. Commitments of the BUYER

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

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- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.
3. COMMITMENT OF BIDDERS

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

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

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- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the BUYER as part of the business deal, relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the action mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officer of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in the Company Act 1956/2013

4. PREVIOUS TRANSGRESSION

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

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount_____ (to be specified in RFP) as Earnest money/security, with the BUYER through any of the following instruments:-
- (i) Bank draft or a pay order in favour of Secretary, CBSE.
 - (ii) A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever .the demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest money / Security deposit shall be valid up to a period of Ninety days beyond the final bid validity period and bid securities of the unsuccessful bidders should be returned to them at the earliest.

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- 5.3 The Earnest money of successful/ selected bidder may be returned in response to deposition of the Performance Security @15% of total work value in the shape of Account Payee Demand Draft/Fixed Deposit Receipt from a commercial bank and it should be valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations..
- 5.4 In case of the successful BIDDER a clause would also be incorporated in the article pertaining to performance bond in the purchase contract that the provisions of sanction for violation shall be applicable for, forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.5 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
6. Sanctions for Violations
- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one Employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage)and/or Security Deposit /Performance bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sum already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR . If any outstanding payment is due to the BIDDER from the BUYER in outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encase the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER in order to recover the payments, already made by the BIDDER, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five year, which may be further extended at the discretion of the Buyer.
 - (viii) To recover all sum paid in violation of this pact by bidder (s) to any middleman or agent or broker with a view to securing the contract.

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- (ix) In case where irrevocable letters of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of corruption.
- 6.3 The decision of the BUYER to the effect that breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor (s) appointed for the purpose of this pact.
7. Fall Clause
- The BIDDER undertakes that it has not supplied/ not supplying similar product /system or subsystem at a price lower than that offered in the present bid in respect of any other ministry/Department of the government of India or PSU and if it is found at any stage that similar product/system or sub system was supplied by the BIDDER to any other minister/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the different in the cost would be refund by the BIDDER to the BUYER, if the contract has already been concluded.
8. Facilitation of Investigation
- In case of any allegation of violation of any provision of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
9. Law and Place of Jurisdiction
- This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
10. Other Legal Actions
- The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extent law in force relating to any civil or criminal proceedings.
11. Validity
- The validity of this Integrity Pact shall be from date of this signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later, In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer

Chief Executive
Officer

Designation

Witness

Witness

1. _____

1. _____

2. _____

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

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Annexure-V

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

Date: _____

To,

The Regional Officer
CBSE Regional Office
6th Floor, Alok Bharti Complex
Saheed Nagar, Bhubaneswar-751007
Odisha

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: CBSE/RO/BBSR/Admn./Manpower/2018

Name of Tender / Work: - **Tender for providing Manpower Services at CBSE Regional Office BBSR**

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/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have 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 our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or 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)

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Annexure-VI

BID SUBMISSION FORM

Date:

LETTER OF BID

To

The Regional Officer,
Central Board of Secondary Education,
6th Floor, Alok Bharti Complex,
Saheed Nagar, Bhubaneswar-751007
Odisha

Ref: Invitation for Bid No. CBSE/RO/BBSR/Admn./Manpower/2018 dated 08.01.2018

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with the Instructions to the Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing manpower services at CBSE Regional Office, Bhubaneswar.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or State Govt. or any other PSU/ Autonomous Body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive, or coercive practices or any failure/lapses of services.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/ lowest bid or any other bid that you may receive.
7. We have valid licence, valid GST No. and relevant compliances in place to be legally eligible for participation in the tender.

Yours sincerely,

Authorised Signatory
(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation
(To be printed on Bidder's letterhead)

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CHECK LIST

Please check whether all the below mentioned documents have been uploaded for participating in the tender for supply of manpower services.

Sl. No.	Documents for filling this Check List	Yes/No
1.	Registration Certificate with statutory authorities	
2.	Copy of PAN/ GIR Card	
3.	Copy of the IT Return filed acknowledgements for the last three years	
4.	Income Tax Return Filed Acknowledgments for last three years	
5.	Copies of the Service Tax Registration Certificate	
6.	Work experience of minimum 03 works with Govt. Ministries/ PSUs/Autonomous Bodies/ Large Private Organisation/ Bank during the past three years	
7.	Quality Certification documents	
8.	Documents for financial turnover of Rs. 3 crores per annum during last 3 years	
9.	Technical Bid Form	
10.	Declaration Form	
11.	Financial Bid Form	
12.	Integrity Pact Form	
13.	No near relative certificate (Clause 41 of General Terms and conditions)	
14.	Tender Acceptance Letter	

Bidders to Ensure

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

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Annexure – A

Tentative list of Manpower required in the CBSE through outsourcing.

Sl. No.	Post	Age Limit	Tentative Requirement	Essential Qualification	Experience/ Desirable Qualification	Present wages per day*
1.	Consultant (on need basis)	65 years	0-5	To be specified from time to time	As per requirement of CBSE	Depending upon work and experience
2.	Consultant (Legal & RTI) (on need basis)	65 years	01	Degree in Law (LLB)	Minimum 05 years experience in relevant field.	Rs. 25,000/- per month
3.	Jr. Assistant	18-40 years	10	Graduation from Recognised University. Desirable:- Diploma/ Certificate in Computer Application.	1. English typing speed of 35 wpm. 2. Good working Knowledge of Computer. 3. Minimum 01 year experience.	Rs. 593/-
4.	Jr. Accounts Assistant	18-40 years	02	B.Com. Desirable:- Diploma/ Certificate in Computer Application.	1. English typing speed of 35 wpm. 2. Good working Knowledge of Tally. 3. Minimum 01 year experience in Tally.	Rs. 593/-
5.	Jr. Hindi Assistant	18-40 years	01	B.A. with Hindi and English subjects or BA with Diploma in Translation. Desirable:- Diploma/ Certificate in Computer Application.	1. Hindi typing speed of 30 wpm and English Typing Speed of 35 wpm. 2. Good working Knowledge of Computer. 3. Minimum 01 year experience.	Rs. 593/-
6.	Steno-grapher	18-40 years	02	Graduation with Stenography certificate. Desirable:- Diploma/ Certificate in Computer Application.	1. Hindi typing speed of 30 wpm & English Typing Speed of 35 wpm. 2. Good working Knowledge of Computer. 3. Minimum 01 year experience in Stenography.	Rs. 593/-

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7.	Receptionist	18-40 years	01	Graduation from Recognised University. Desirable:- Diploma/ Certificate in Computer Application.	1. English Typing Speed of 35 wpm. 2. Minimum experience of 1 year as Receptionist. 3. Fluent in English and Hindi.	Rs. 593/-
8.	Jr. Computer Assistant	18-40 years	01	BCA or B.Sc. (Computer Science or Information Technology) Working knowledge of Foxpro, PHP, Windows, Linux, database etc.	1. Minimum one year experience in the field of internet technology, software engineering, web designing & database.	Rs. 653/-
9.	Jr. Legal Assistant	18-40	01	Degree in Law Desirable:- Diploma/ Certificate in Computer Application.	1. Minimum one year experience as Legal Assistant.	Rs. 653/-
10.	Lift Operator cum Electrician	18-40 years	01	10 th pass and ITI Certificate in relevant trade	Two years experience in relevant field	Rs. 448/-
11.	MTS	18-40 years	09	10 th pass	NIL	Rs. 448/-
12.	Helper/ Majdoor (on need basis)	18-40 years	10	8 th pass	NIL	Rs. 448/-
13.	Horticulture Assistant (Mali)	18-40 years	02	8 th pass	Minimum 02 years experience in maintenance of live plants and land scaping work.	Rs. 311/-
14.	Sweeping & Cleaning Assistant	18-40 years	05	8 th pass	Minimum 02 years experience in related work.	Rs. 448/-

*As per Notice No.-92(1)/2008-C-2 dated 03.05.2017 of Dy. Chief Labour Commissioner (Central), Bhubaneswar