

Tender No: CBSE/RO/TRIVANDRUM/ADMN/OMP/2018/04

**Tender for Outsourcing of  
Manpower Services  
*for*  
Central Board of Secondary  
Education (CBSE)  
Regional Office-Thiruvananthapuram  
& Centre of Excellence**



**CENTRAL BOARD OF SECONDARY EDUCATION**

**REGIONAL OFFICE – Thiruvananthapuram  
LIC Divisional Office Campus, B-Block, 2nd Floor,  
Pattom – 695004 Thiruvananthapuram, Kerala**

**CENTRAL BOARD OF SECONDARY EDUCATION**  
**REGIONAL OFFICE – Thiruvananthapuram**  
**LIC Divisional Office Campus, B-Block, 2<sup>nd</sup> Floor, Pattom – 695004 Trivandrum, Kerala**

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**BID SHALL BE SUBMITTED ONLY IN ONLINE MODE AT CPPP WEBSITE:**

**<http://eprocure.gov.in/eprocure/app>**

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**NOTICE INVITING BIDS FOR ENGAGEMENT OF AGENCY FOR PROVIDING MANPOWER**

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**Tender No: CBSE/RO/TVPM/ADMN/OMP/2018/04**

Central Board of Secondary Education (CBSE), Regional Office - Thiruvananthapuram invites open tenders in **Two Bids Format** from Thiruvananthapuram based registered Manpower Agency or Agency located within Kerala state and having its Registered Office in Thiruvananthapuram for providing Manpower services to CBSE Regional Office and Centre of Excellence, Thiruvananthapuram. The successful bidder at the end of the bidding process may be awarded a contract to carry the work initially for a period of One Year.

For participation in the bid, agencies will fill the complete tender form available online at CPPP e-Procurement site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in **CRITICAL DATE SHEET** as under. Interested agencies may download the Tender document from the CBSE website [www.cbse.nic.in](http://www.cbse.nic.in) (for perusal/reference only):

**CRITICAL DATE SHEET**

Published Date	28 Mar 2018 (05.00 PM)
Bid Document Download / Sale Start Date	28 Mar 2018 (05.00 PM onwards)
Clarification Start Date & Time	02 Apr 2018 (10.00 AM)
Clarification Closing Date & Time	02 Apr 2018 (04.00 PM)
Bid Submission Start Date	03 Apr 2018 (05.00 PM)
Bid Submission End Date	17 Apr 2018 (02.30 PM)
Technical Bid Opening Date	18 Apr 2018 (04.00 PM)

**Bids shall be submitted only in online mode at CPPP website:**

**<https://eprocure.gov.in/eprocure/app>**

The Tender Fee is Rs. 500/- (Rupees Five hundred only) which is non-refundable and the same is to be deposited through Demand Draft in favour of "Secretary, CBSE" payable at Thiruvananthapuram. Bids shall be submitted online only as per critical date sheet at CPPP e-Procurement website: <https://eprocure.gov.in/eprocure/app>

Earnest Money Deposit of Rs. 50000/- (Rupees Fifty Thousand only) be submitted in the shape of a Demand Draft favouring "Secretary CBSE" payable at Thiruvananthapuram.

**The Tender Fee and EMD can also be paid through Electronic Fund Transfer in favour of Secretary, CBSE A/c. No. 27911010127 IFSC Code CNRB0002791 of Canara Bank, Pattom, Thiruvananthapuram and copy of transaction may be attached.**

The **Hard Copy of original instruments** in respect of cost of tender document, EMD to be sent to the Regional Officer at the address indicated below on or before **bid opening date/time as mentioned in critical date sheet.**

Tender documents received offline or in incomplete shape or beyond the stipulated period shall not be entertained under any circumstances. The authority reserves the right to accept or reject any or all tenders without assigning any reason thereof.

**Address of Office and Venue for opening of Technical and Financial Bids:**

**Regional Officer**

**Central Board of Secondary Education**

**Regional Office,**

**LIC Divisional Office Campus,**

**B-Block, 2<sup>nd</sup> Floor, Pattom – 695004**

**Ph. 0471-2534404 & 0471-2534405**

**E-mail- rotrivandrum.cbse@nic.in**

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**INSTRUCTIONS FOR ONLINE SUBMISSION OF BIDS**

The bidders are required to submit their bids in soft copies online 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>.

**REGISTRATION**

- A) Bidders are required to enrol 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 Enrolment” on the CPP Portal which is free of charge.
- B) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- C) 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.
- D) 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.
- E) 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.
- F) 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.

**SEARCHING FOR TENDER DOCUMENTS**

- 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. 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.
- 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.

**PREPARATION OF BIDS**

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 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. 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.

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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.

**SUBMISSION OF BIDS**

- a) 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.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) 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.

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- j) 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.

**ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
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.



**BID DOCUMENT**

1. Sealed competitive bids (in two bid system) are invited by the CBSE Regional Office, Trivandrum from **reputed and registered service providers/firms for providing manpower to the CBSE Regional Office Trivandrum and Centre of Excellence on outsourcing basis** depending upon the requirements of CBSE Regional Office Trivandrum from time to time as per the terms and conditions set forth in the following paragraphs. **The Services of manpower agency would be required initially for a period of one year, extendable for three years subject to satisfactory services and compliance of terms and conditions of the contract and mutual consent.**

**A) Qualifying Criteria:** The agency should meet the following criteria for evaluation of bids:

1. Only registered and bonafide Manpower Service Providers/Agencies having experience of at least three years of supplying manpower service to the Ministries/Departments/Govt. Organizations/Public Sector Undertakings/Corporate Sector/Autonomous Bodies/ Educational Institutes etc. are eligible to apply. The documentary proof of trade registration must be attached. The Agency should also attach satisfactory performance certificates issued by Government Ministries/Departments etc., in support of its having rendered satisfactory services to such departments/Institutions, etc. during the last three years.
2. The Agency must be registered with the ESI, EPF, SGST/CGST, concerned state authorities and must be in possession of Permanent Account Number (PAN). The documentary proof for depositing ESI/EPF in respect of manpower provided by the Agency to other organization/s in the past 03 years should be attached.
3. The Agency should also attach Income Tax Clearance Certificate (ITCC)/Bank Accounts/Audited Balance Sheet for the last three years with Tender Form..
4. The Agency must have recorded a **minimum turnover of Rs. Twenty Five Lakh** in each of the last three years through execution of contractual services of such manpower. The Agency should attach financial statements/Audit Report or Balance Sheet or Income Tax return for the last three years (F/Y 2014-15, 2015-16 & 2016-17) to corroborate their claim of turnover.
5. There should be no legal suit/criminal case pending or contemplated against the Company or Proprietor (in the case of Pvt. Ltd. Company) on grounds of impropriety or for violation of any of the laws in force. The Agency must enclose declaration to this effect at the time of submission of bid (Declaration Form attached)
6. **The bidder should have provided a minimum of 20 persons or more as manpower of required category (Clerical/IT/Accounts/Steno/Secretarial/Housekeeping) on outsource against single-order on monthly basis.**

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**B) Quality & Size of manpower:**

**QUALIFICATION AND EXPERIENCE PRESCRIBED FOR VARIOUS  
MANPOWER SERVICES**

1. **Un-skilled, Semi-skilled, Skilled or Highly skilled** – Qualifications and Experience will be as prescribed By CBSE RO Trivandrum at the time of submitting the requisition.
2. **Technical/Professional/Supervisory** - Qualifications and Experience will be as prescribed by the CBSE RO Trivandrum at the time of submitting the requisition.

**The above requirement is only tentative and may vary depending upon the volume of work, functional requirements etc. Any additional requirement/variation of manpower including qualifications shall be communicated to the Agency at the sole discretion of CBSE Regional Office Trivandrum, as and when the need arises during the period of contract.**

**C) Submission of bills**

1. The Agency will make payment to the outsourced contractual staff on a monthly basis by the 7th of the following month in the individuals' bank account of the outsourced staff and need to provide a proof of the same by 10th of the month.
2. The Agency will submit the invoice/claim for payment to the CBSE Regional Office Trivandrum on a monthly basis duly supported by proof of disbursement of payment to the outsourced contractual staff.
3. The payment to the Agency shall be released within 10 days from the date of receipt of invoice, provided the claim of the Agency is found to be in order.
4. The Tax deducted at source and such other taxes /levies as are required by law to be deducted shall be deducted from the charges payable to the Agency.
5. The Agency shall furnish details of disbursement made to the outsourced contractual staff indicating the amount of remuneration received from the CBSE Regional Office Trivandrum against each individual, amount deducted on account of statutory deductions such as ESI/EPF etc., as employee's share and net amount paid to each individual duly supported by details of payments made to the outsourced contractual staff before presenting claim for the next month.
6. The proof of payment of statutory obligations such as ESI, EPF etc. and any other applicable taxes must be furnished by the Agency indicating the names of the employees and the amount deposited in respect of each, failing which subsequent payment to the Agency shall be withheld.

**D) Terms & conditions:**

1. The General terms and conditions are mentioned at Annexure-I.
2. Tender fee of Rs. 500/- (non-refundable) is required to be paid in shape of demand draft favouring, "**Secretary, CBSE**" payable at Thiruvananthapuram
3. Earnest Money Deposit of Rs. 50000/- (Rupees Fifty Thousand only) be submitted in the shape of a Demand Draft favouring "Secretary CBSE" payable at Thiruvananthapuram.
4. **The Tender Fee and EMD can also be paid through Electronic Fund Transfer in favour of Secretary, CBSE A/c. No. 2791101010127 IFSC Code CNRB0002791 of Canara Bank, Pattom, Thiruvananthapuram and copy of transaction may be attached.**

**CENTRAL BOARD OF SECONDARY EDUCATION**

**REGIONAL OFFICE – Thiruvananthapuram**

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5. Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be decided by CBSE Regional Office Trivandrum and decision of the CBSE Regional Office Trivandrum will be final in this regard. In case CBSE Regional Office Trivandrum in its discretion finds any deployed person as not desirable and not suitable for whatever reasons will be at the sole discretion of the CBSE Regional Office Trivandrum and upon so being notified by CBSE Regional Office Trivandrum, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to CBSE Regional Office Trivandrum.
6. The personnel shall be available for work on all office working days (Monday to Saturday) from 9.00 a.m. to 5:30 p.m. However depending upon the exigencies of work, the personnel may be required to come early/work late beyond office hours/closed holidays.
7. There will be a provision of 8 days casual leave in a calendar year subject to prior sanction (in addition to the closed holidays applicable in CBSE Regional Office Trivandrum). No carry forwarding of any type of leave beyond a year is permissible. No other kind of paid leave will be permitted.
8. The personnel deployed under this contract shall maintain proper office decorum. They shall not disclose any secret official information to any unauthorized person.
9. The persons employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the CBSE Regional Office Trivandrum.
10. The service provider shall be responsible for all injuries and accidents to person employed by him/her. The worker shall have to be insured against personal accidents arising out of and during course of their duties.
11. In the event of injury, illness, accident, death of any worker, CBSE Regional Office Trivandrum will not be liable to pay any compensation to any outsourced contractual staff. The insurance cover shall include the liability under the Workmen Compensation Act.
12. The service provider shall in no case pay its employee less than the minimum mandatory rates per day in accordance with the Minimum wages fixed by Central Government and a record of that should be kept in a register, which may be made available for examination to CBSE Regional Office Trivandrum as and when demanded.
13. The outsourced contractual staff deployed by the Agency shall be Agency's sole employee and CBSE Regional Office Trivandrum shall not have any direct relation whatsoever with the employees of the Agency. The Agency will be fully responsible for their acts, conduct and any other liability.
14. The Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for CBSE Regional Office Trivandrum. The contractor should pay the exact amount faithfully to the outsourced personnel without any additional deduction other than stipulated. Violation of this shall attract a warning at first instance and may lead to termination or recurring instances. This is without prejudice to any other right available to the Board.
15. CBSE Regional Office Trivandrum shall have no liability whatsoever towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.
- 16. Under no circumstances, the Agency shall sub-contract/sub-let this tender.**

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17. CBSE Regional Office Trivandrum reserves the rights to award the contract/work in full or in parts to any Agency and also terminate the contract/work at any stage if the performance of the Agency is found to be Unsatisfactory.
18. CBSE Regional Office Trivandrum is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award of contract if the Committee is not convinced with the details and proofs submitted by the vendors.
19. The bidder is required to deposit Rs.50,000/- (Rupees Fifty thousand only) in the form of Demand Draft drawn from any scheduled bank in favour of “**Secretary CBSE**” payable at Thiruvananthapuram as EMD along with the bid. The bid security /EMD (without any interest) shall be returned to the unsuccessful bidders after the Notification of award of contract. The bids not accompanied by bid security/Tender fee shall be summarily rejected.
- 20. The Successful Agency will be required to deposit Security Deposit in the form of Performance Bank Guarantee equivalent to Rs.3,00,000/- (Rupees Three lakhs only) on the award of contract.**
21. In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency, the CBSE Regional Office Trivandrum shall have the right to claim the damages from the Agency.
22. The Board shall have the right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the Performance Bank Guarantee of the Contractor.
23. In case of any deficiency in services by staff so deployed on contract basis, provide lesser number of manpower than the minimum required or in the case of disobedience by the staff so deployed on duty, the CBSE Regional Office, Trivandrum or any other officer authorized by him shall be at liberty to impose penalty as may be deemed fit up to Rs.1,000/- (Rupees one thousand only) for each such occasion after giving him an opportunity of being heard in person. The decision of the CBSE Regional Office, Trivandrum shall be final and binding on the contractor.

**E) Termination of The Contract:-**

1. The contract may be terminated in any of the following circumstances:
  - a) On the expiry of the contract period, without any notice;  
**OR**
  - b) On giving one month’s notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standards prescribed for the services;  
**OR**
  - c) On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice.

**OR**

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- d) On Contractor being declared insolvent by the competent Court of Law without any notice;

**OR**

- e) In case the Contractor is not interested to continue the contract subject to the condition that the Contractor shall give minimum three months' notice. If the Contractor does not give the requisite notice as mentioned before, then his Performance Bank Guarantee shall be forfeited and the same shall be encashed in proportion to the period falling short of the specified notice period; "Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period".
2. In the event or exigencies arising due to the death, infirmity of the Contractor or for any other reason or circumstances, liabilities thereof the contract shall be borne by the following on such terms and conditions, as the CBSE Regional Office, Trivandrum may further deem fit in public interest or revoke the contract, namely:
- a. Legal heirs, in case of sole proprietor
  - b. Next partners, in the case of company of firm
  - c. Otherwise the CBSE Regional Office, Trivandrum shall reserve the right to settle the matter accordingly to the circumstances of the case, as he/she may think proper.
3. No party shall be allowed to be represented by the lawyer during any investigation enquiry, dispute or appeal.
4. The Courts at Thiruvananthapuram only shall have the jurisdiction for the purpose of this agreement.
5. In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matter the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the CBSE Regional Office, Trivandrum or his nominee on mutual agreement between both the parties.
6. The award of such Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his/her office or resigning or refusing to work or neglecting his/her work or being unable to act for any reason whatsoever the Secretary, CBSE Regional Office Trivandrum shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the above said terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his/her predecessor. The Arbitration and Conciliation Act, 1996, shall deem to apply to arbitration proceedings. The venue of the arbitration shall be Thiruvananthapuram.
7. The Contractor shall provide the copies of the relevant records/documents during the period of contract or otherwise even after the contract is over whenever required by CBSE Regional Office Trivandrum.

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8. The contractor will be responsible for opening individual EPF account of the employee if he does not have one and provide him/her with PF passbook and ESI Card. The contractor needs to deposit the proof of depositing employee's contribution towards EPF/ESI etc. to each of its employee every month along with bills.
9. The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same e.g. purchase of Non-judicial stamp paper etc. for furtherance of agreement with CBSE Regional Office Trivandrum.

**F) Technical Bid:**

**The Technical Bid is to be submitted in a separate sealed cover superscribing "Technical Bid for hiring manpower at CBSE Regional Office Trivandrum". The envelope must contain the following:**

- i. Required format (**Annexure-I**). All the documents enclosed should be arranged and submitted in the same serial order as they appear on the Technical bid.
- ii. Tender fee of Rs.500/- (Rupees Five hundred only) in the form of demand draft favouring "**Secretary, CBSE**" payable at Thiruvananthapuram **Or** NEFT transfer receipt in case of online fund transfer.
- iii. EMD/Bid security of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of demand draft favouring "**Secretary, CBSE**" payable at Thiruvananthapuram **Or** NEFT transfer receipt in case of online fund transfer.

**G) Financial Bid:**

**The Financial Bid is to be submitted in a separate sealed cover superscribing "Financial Bid for hiring of manpower at CBSE Regional Office Trivandrum".**

- i. **The rates are to be quoted in the prescribed format of Financial Bid (Annexure-II)**
- ii. Overwriting or erasing in the bid document shall render the same invalid.
- iii. The financial bid shall be valid for a period of not less 180 days after the deadline for submission of bids.

**H) Submission and Evaluation of Bids:**

1. All the pages submitted in the bids along with the attached documents should be signed/stamped by the appropriate authority of the contractor/Agency.
2. The technical bids would be evaluated by a Technical Evaluation Committee. The bids which do not contain the information as desired or are not supported by necessary documents including bid security/tender amount will be treated as non-responsive and will not be evaluated. Those bids only will be evaluated which are determined to be substantially responsive and meet the requirements set forth by the Board.
3. Those bidders only whose technically responsive bids as recommended by the Committee would be intimated about the date and time for opening of financial bids. The financial bids of the technically responsive bids only would then be opened on the decided date and time in the presence of representatives of the firms who may also be present if they wish at the time of opening of financial bids.

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**I) GENERAL TERMS AND CONDITIONS**

1. The services of the manpower provided by the contractor to the CBSE Regional Office Trivandrum shall be initially for a period of 01 year commencing from the award of contract and may be extended further on year to year basis for a maximum of 03 years, subject to satisfactory performance and compliance of all terms and conditions of agreement which will be signed by both the parties within 7 days of issue of letter of award. The cost of stamp paper etc. will be borne by the Agency. Subsequent extension on satisfactory performance will be at the sole discretion of CBSE Regional Office Trivandrum.
2. The contractor alone shall exercise the control over the personnel deputed and beyond the terms and conditions stipulated herein; the personnel shall be governed by the rules and regulations of the contractor.
3. That, the contractor will submit a copy of Appointment/Joining Letter along with Bio-data & Photograph to the Board as and when the person is deployed at CBSE Regional Office Trivandrum for and up to the period of duration of his contract with the Board.
4. That, the contractor will submit the EPF/ESI account of each individual employee appointed on outsource basis showing therein the total deposit of EPF/ESI account in a particular financial year of the Board for information.
5. That, it is further understood and agreed between the parties that any changes in the payments structure viz ESI, PF, Bonus, gratuity and service tax etc. as per the change in the law are recoverable from the client within the said statutory provisions of law. The service providers will be raising bill to CBSE Regional Office Trivandrum accordingly. Board will have all rights to recover the amount paid in excess due to change in statutory provisions if any.
6. The Contractor shall abide by and follow all the Local and Central Laws strictly.
7. That, all the payments to be made for the services provided by the contractor shall be made directly to the contractor who will raise the bills accordingly on monthly basis. No payments shall be made directly to the personnel so deputed by the contractor.
8. That, the rates to be paid to the contractor should not be less than Minimum Wages Act and other rules and regulations as applicable and notified from time to time by Govt. of India.
9. That the rates entered into between the contractor and CBSE Regional Office Trivandrum for the purpose of supplying the aforesaid services on outsource basis shall be revised during the currency of this contract on revision of rates by Govt. of India.
10. **That, the contractor shall make sure that the manpower so provided by them shall have a proper photo-identity card issued by the agency.**
11. The personnel shall observe such timings as are prescribed by CBSE Regional Office Trivandrum from time to time.
12. That, the contractor shall be liable for meeting all the statutory requirements as provided by the Acts governing labour laws i.e. Payment of Wages Act 1936, Contract labour (Regulation & Abolition) Act 1970, Minimum wages Act, Employees Provident funds (EPF) Act 1952, Employee State Insurance Act including EDLI, Payments of Bonus Act 1965, Payment of Gratuity Act 1972, Maternity Benefit Act as applicable and as amended from time to time or any other rule framed there under from time to time by the Central or State Government and or any authority constituted by or under any Law, for the category of persons deployed by contractor. The rates so allowed to and paid to contractor shall include all such statutory liabilities and no excess amount shall be paid by CBSE Regional Office Trivandrum.

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13. There will be a provision of 08 days casual leave in a calendar year (in addition to the closed holidays applicable in CBSE Regional Office Trivandrum) subject to prior sanction. No carry forwarding of any type of leave beyond a year is permissible. No other kind of paid leave will be admissible to the deployed manpower.
14. That, the outsourcing agency will maintain leave record of the personal engaged by the agency to raise the bill accordingly.
15. That it will be the full responsibility of the contractor to deposit the statutory liabilities as applicable as per rule to the concerned department of the Central / State Government or the controlling agency, duly furnishing a copy to CBSE Regional Office Trivandrum.
16. That, CBSE Regional Office Trivandrum shall not be liable for any default on the part of the contractor on his failure to fulfil the statutory requirements and the liability shall be the contractor's alone.
17. That no accommodation, any other allowance over and above the amount given to the personnel so employed shall be provided for by CBSE Regional Office Trivandrum under this agreement. CBSE Regional Office Trivandrum is at liberty to change this clause as and when needed.
18. That the contractor shall be responsible for any loss or damage caused or suffered by CBSE Regional Office Trivandrum on any account of negligence of the personnel supplied for by the contractor. This shall include any physical & financial losses. Loss or damage caused to any property of CBSE Regional Office Trivandrum by any act or omission on the part of contractor's employees/ personnel shall be borne by the contractor. In the eventually or such occurrence of loss or damage, the enquiry shall be made by the officers of the contractor in consultation with the officer of CBSE Regional Office Trivandrum. The decision of the Secretary CBSE Regional Office Trivandrum shall be treated as final in this regard after the said enquiry.
19. That the bio-data of each personnel so provided for the outsourcing shall be supplied to CBSE Regional Office Trivandrum along with a copy of police verification upon the identity and the testimonials of qualifications etc. Before changing any personnel so provided prior information shall be given to CBSE Regional Office Trivandrum.
20. All the personnel deputed by the Agency shall mark biometric attendance daily at beginning and at the end of completion of the duties in the CBSE Regional Office Trivandrum office and the payment shall be made to the contractor on the basis of this attendance.
21. The persons provided by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and administration of the contractor and in no case, a relationship of employer and employee between the said employee and the CBSE Regional Office Trivandrum shall accrue/ arise implicitly or explicitly.
22. **It is further agreed that the personnel so employed by the contractor and deputed in the office of CBSE Regional Office Trivandrum shall have no right to employment against any post of the Board;** however, they have equal rights with any contender to apply for any eligible post on their own merit separately as and when the Board notifies any recruitment notification. It is further agreed that their services are being taken on a purely contractual basis/ outsourced basis and CBSE Regional Office Trivandrum reserves the rights to do away with the agreement as and when so required without assigning any reason.

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**LIC Divisional Office Campus, B-Block, 2<sup>nd</sup> Floor, Pattom – 695004 Trivandrum, Kerala**

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23. That in case of any disciplinary inquiry to be conducted against any delinquent personnel provided for by the Contractor to CBSE Regional Office Trivandrum, the same shall be held by the Officer of the Contractor, in consultation with the CBSE Regional Officer, RO Trivandrum.
24. That in case of any dispute arising out of this agreement between the contractor and CBSE Regional Office Trivandrum, the same shall be referred to the sole arbitration of the concerned officer as appointed by the Regional Officer CBSE Trivandrum, who may him/her self take cognizance of the matter or depute/ nominate any officer of the said Institute or any other person who's decision shall be final and binding between the parties. Such arbitrator shall give a seasoned award. An officer of CBSE Regional Office Trivandrum, in case he/she is nominated, as the sole arbitrator shall cease to be so in case he resigns, retires, suspended or his/her services are terminated or otherwise cease to be an officer Board. A new arbitrator shall be nominated by the Secretary CBSE Regional Office Trivandrum in such as eventuality. Supply of services, personnel (manpower) shall however continue to be supplied by the contractor under the terms of this agreement. The submission of any dispute to the arbitrator shall not prejudice the rights of the contractor in any manner whatsoever.
25. That the courts covering the area of CBSE Regional Office Trivandrum only shall have jurisdiction to entertain, try and to decide any dispute arising out of this contract/ agreement.
26. That this agreement can be terminated by either party on giving prior notice of three months in writing (without assigning any reason) as per corresponding terms of termination of contract.
27. The Contractor will abide by all the terms and conditions stated herein and directions given to him from time to time as per the need of the hour.

Sd/-  
**Regional Officer**

**THIS SPACE IS INTENTIONALLY LEFT  
BLANK**

**TECHNICAL BID**

1. Name of the Service Provider/Agency
2. Address with Telephone/Fax No. E-mail
3. Contact person's name
4. **Essential details to be provided and copies to be attached:**
  - i. Registration &/or Trade License of Kerala State Govt.
  - ii. GSTIN
  - iii. EPF registration
  - iv. ESI registration
  - v. PAN/TIN No.
  - vi. Labour License No.
  - vii. Experience certificate for the last three years.
5. Turnover details for the last three years (supporting document Income Tax return to be enclosed).
6. Whether the firm has any legal suit/criminal case pending against it for violation of EPF/ESI/Minimum Wages Act or other laws (give details). The Agency must enclose a declaration (format enclosed) indicating that there is no criminal/legal suit pending or contemplated against them.
7. List of existing clients/references with address and details of contact person.
8. Copy of work order at least three annual contracts executed successfully and client's completion certificate in the past three financial years in the premises of Govt. Depts./Public Sector Undertakings etc. (Please attach documentary proof)

**We hereby certify that the information furnished above is correct & true to the best of our knowledge and beliefs.**

Dated: \_\_\_\_\_ Signature of authorized signatory  
along with seal

**Note:**

- i. Relevant attested documents to be submitted in support of above points.
- ii. Absence of any such document(s) may render the tender as invalid.
- iii. Attach Extra sheets, if required.

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**Annexure-II**

**FINANCIAL BID**

To,  
The Regional Officer  
Central Board of Secondary Education  
Regional Office  
LIC Divisional Office Campus,  
B-Block, 2<sup>nd</sup> Floor, Pattom – 695004  
Thiruvananthapuram

**Sub:** Submission of Tenders for supply of Unskilled/Semi-Skilled/Skilled manpower (Part-I) and Highly Skilled/Technician and Professional/Supervisory manpower (Part-II).

Sir,

Having examined the tender documents, terms and conditions stipulated therein, I/We the undersigned offer to provide the services to CBSE RO Trivandrum for outsourcing of Manpower on the following rates:

SI. No.	Standard Wage components	Manpower
1.	Basic Wages	As per the rates notified by the Chief Labour Commissioner (C) from time to time
2.	ESI	As per the rates notified by the Chief Labour Commissioner (C) from time to time
3.	EPF	As per the rates notified by the Chief Labour Commissioner (C) from time to time
4.	<b>Any other wage component, if any (With valid reasons/grounds)</b>	
5.	<b>Service / Administrative charges on Basic rate (In percentage)</b>	

**Note:**

The contractor needs to quote only the wages including the VDA rates and the Administration / Supervision charge for each man power to be claimed by contractor for providing services in various manpower service categories. The contractor will be required to pay at least minimum wages. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any), will be reimbursed as per actual along with the monthly bill on producing the original receipts. GST is not applicable in case of Educational Institutions.

**Certificate:**

1. Certified that I have carefully quoted the rates both in words and numerical/figures. In case of dispute, rates quoted in words shall be final.
2. Certified that I agree to all the terms and conditions of the tender document.
3. The rates quoted for Contractor Administration / Supervision Charges are escalation free and will remain fixed for the entire period of the contract.

Date \_\_\_\_\_

Signature & Seal of the bidder

Place \_\_\_\_\_

Name \_\_\_\_\_

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**REGIONAL OFFICE – Thiruvananthapuram**  
**LIC Divisional Office Campus, B-Block, 2<sup>nd</sup> Floor, Pattom – 695004 Trivandrum, Kerala**

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**DECLARATION FORM**

**(To be printed on Bidder's Company letter head)**

Date:

To,  
The Regional Officer  
Central Board of Secondary Education  
Regional Office  
LIC Divisional Office Campus,  
B-Block, 2<sup>nd</sup> Floor, Pattom – 695004  
Thiruvananthapuram

**Ref: Invitation for Tender No. Tender No CBSE/RO/Trivandrum  
/ADMN/OMP/2018/04**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including the content issued in accordance with the Instructions to the Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing scanning services as per the work requirement of above tender at CBSE Regional Office, Thiruvananthapuram.
3. Our bid shall be valid for a period of 180 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. I/We have no relative/near relative working in CBSE as per the definition given in the Tender document.
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.

Yours sincerely,

(Signature of the Bidder/Proprietor, with Official Seal)  
Full Name and Designation

Date:

Place:

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

**CENTRAL BOARD OF SECONDARY EDUCATION**

**REGIONAL OFFICE – Thiruvananthapuram**

**LIC Divisional Office Campus, B-Block, 2<sup>nd</sup> Floor, Pattom – 695004 Trivandrum, Kerala**

**TENDER ACCEPTANCE LETTER**

**(To be given on Company Letter Head)**

**Date:**

**The Regional Officer  
Central Board of Secondary Education  
Regional Office  
LIC Divisional Office Campus,  
B-Block, 2<sup>nd</sup> Floor, Pattom – 695004  
Thiruvananthapuram**

**Sub: Acceptance of Terms & Conditions of Tender.**

**Ref: Tender No: CBSE/RO/TRIVANDRUM /ADMN/OMP/2018/04**

**Name of Tender / Work: Tender for Outsourcing of skilled Manpower & Housekeeping Services.**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://eprocure.gov.in/eprocure/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. 1 to 14 (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too, 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 and no legal suit/ criminal case pending or contemplated against the proprietor of the agency or any of its directors (in the case of Pvt. Ltd. Company) on grounds of impropriety or for violation of any of the Central/State laws in force (submit with Technical Bid).
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/ organization 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 Stamp/Seal)**

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