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TENDER DOCUMENT FOR

SUPPLY & ENGAGEMENT OF VARIOUS MANPOWER AT CIPET
CSTS GUWAHATI UNDER OUTSOURCED MANPOWER AGENCY

E-TENDER NO.: CIPET/CSTS/GHY/ADMIN/E-TENDER/06/ManPow_Ser/2019-20

Date: 29.11.2019

LAST DATE FOR SUBMISSION OF ONLINE BID: **26.12.2019**

**CENTRAL INSTITUTE OF PLASTICS ENGINEERING & TECHNOLOGY
CIPET: CSTS - GUWAHATI**

Department of Chemicals & Petrochemicals; Ministry of Chemicals & Fertilizers, Govt. of
India Besides NH – 31; P/O Changsari; Assam
e-mail: cipetcstsguwahati@gmail.com,

Website: www.cipet.gov.in

Contact No.: 8471985335 / 9957193628 / 9463731928

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Notice Inviting E-Tender (NIT)**Tender No: CIPET/CSTS/GHY/ADMIN/E-TENDER/06/ManPow_Ser/2019-20****Date: 29.11.2019**

CIPET: CSTS – Guwahati invites Tender in two bid system from reputed Manpower Providing Agencies / Companies / Firms / Contractors (henceforth shall be referred as bidders in the Tender Document) having valid registration for “Supply and Engagement of Various Manpower under Outsourced Manpower Agency” to provide – High Skilled / Skilled / Semi-Skilled / Unskilled manpower for an initial period of 01 Year which may be extended further for a subsequent period of 02 years on satisfactory services.

Sl. No.	Tender No. & Date	Name of Work	EMD Rs.	Duration	Tender Fee in Rs.	Last Date & Time of Bid Submission
1.	CIPET/CSTS/GHY/ADMIN/E-TENDER-6/ManPow_Ser/2019-20/ Dated: 29.11.2019	“Supply of Various Manpower under Outsourced Manpower Agency”	1,50,000.00	01 Year	3000.00 (Non-Refundable)	26.12.2019 05:00 PM

Interested and eligible bidders may view and download the detailed tender documents from CIPET’s E-Tender portal www.tenderwizard.com/CIPET or www.cipet.gov.in

Eligibility Criteria Of Bidder for Participation:

- Age of Firm: Should be 05 Years or more as on 29.11.2019
- Annual Turn Over: Minimum 01 Crore during the last 03 Financial Years
- Experience: Similar Experience of Manpower Supply of High Skilled / Skilled/Semi-Skilled / Unskilled in Government Sector/Multi National Company (MNC) / Government Institution Corporate Offices / Institutions / Central Autonomous Body / Central Public Sector Undertaking etc.

Copies of similar work order of last 3 Financial years (2016-17 & 2017-18, 2018-19) to be uploaded as proof.

All Bids must be submitted through the online portal www.tenderwizard.com/CIPET only on or before 26.12.2019 up to 5.00 P.M. **The Tender Fee and EMD will be accepted in the form of Demand Draft drawn on any Indian Nationalized Bank favoring “CIPET Guwahati” payable at Guwahati** and shall be submitted at CIPET: CSTS – Guwahati in separate sealed cover superscripted with **“SUPPLY OF VARIOUS MANPOWER AT CIPET CSTS GUWAHATI UNDER OUTSOURCED MANPOWER AGENCY”**, failing of which Bids will be summarily rejected.

Additionally, a soft copy (scan copy) of the Tender Fee and EMD Demand Drafts shall also be uploaded along with the Technical Bid document in the online portal. Bidders are requested to submit a hard copy of the Tender Document, which is duly sealed and signed and sent to the Director & Head, CIPET: CSTS – Guwahati, PO- Changsari, Dist- Kamrup, Assam, Pin-781101, on or before 26.12.2019 at 05.00 PM.

Salient information about the E-Tender:

1. Mode of submission: ONLINE ONLY. No offline Tenders will be accepted.
2. Availability of Tender Documents: All Bid formats (Technical & Financial) will be available ONLINE at CIPET's E – Tender portal www.tenderwizard.com/CIPET or www.cipet.gov.in. The registered vendors can download the Bids from these websites.
3. Who can participate for this e-Tender: The registered vendors of CIPET through www.tenderwizard.com/CIPET can only participate in this tender process.

4. How to register by a vendor:

- a. The prospective bidders have to register with CIPET through the E-tender portal of CIPET at www.tenderwizard.com/CIPET by Online Payment of Rs. 1,770/- (Inclusive Service Tax) to M/S. KEONICS LTD. On completion of the registration process, the bidders will be provided user ID and password. After receipt of User ID & Password, Bidders can log on at our e-Tender portal for downloading & uploading tender documents.
 - b. Tender Documents Fees (Non refundable) of Rs. 3,000/- is Payable to CIPET Guwahati in the form of Demand Draft from any Nationalize Bank not drawn before the Date of Releasing of NIT.
 - c. Processing Fees (As applicable as per norms of Keonics) Payable Online separately to M/S. KEONICS LTD.
5. Is there any device requirement for participation in e-Tender: Yes, Bidders should have valid Class 3 Digital Signature Certificate (DSC) device for participating in e-Tender. For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC) of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA).

6. Contact details for e-Tender related issue:

Name of the Service Provider: KEONICS		
Contact Person	Telephone / E-mail	
Telephone no. / Mobile no. (Helpdesk) i) Rakesh Kumar :- ii) Abhijit Sinha :-	i) 9706501633 ii) 9864779970 {between 9:00 am to 6:00 pm}	Remarks: For Vendor registration / any other issue regarding e-Tender Process, please contact: KEONICS as the details given in the previous Columns
E-mail id	cipethelpdesk@gmail.com	

7. Bidders are hereby advised that all the documents to be submitted online are kept scanned to PDF & JPEG format in a separate folder on their computers before starting online submission. The schedule of rate (Excel Format) may be downloaded and rates may be filled appropriately in this format only. This file may also be saved in a separate folder on your computer.
8. While uploading / submitting the documents, it should be ensured that the file name should be the name of the document itself.
9. All pages of Tender documents with Addenda / Corrigenda (if any) must be signed with proper official stamp and date by the Bidders / or authorized power of attorney holders at the lower right hand corner.
10. Bidders are advised to visit CIPET's e-Tender portal regularly for any Addenda / Corrigenda (if any) with regard to the e – Tender, for which no separate paper advertisement will not be published.
11. Last date of online submission of Tender bid: 26.12.2019 up to 5.00 P.M.
12. EMD and Tender Fee must be in approved mode only and shall be in separate cover as described above in person / by speed post on or before 26.12.2019 up to 5.00 P.M. at CIPET CSTS Guwahati. Non-receipt of the same is liable for rejection of the Tender. Bidders registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department is exempted from paying the EMD.
13. Date & Time of Technical Bid Opening: 27.12.2019 at 10.30 AM.
14. Date & Time of Financial Bid Opening: Technically qualified bidders will be intimated about the date & time after technical bid evaluation through the e-Tender portal.
15. Venue for Opening Bids: CIPET CSTS Guwahati, Besides NH – 31, Changsari, Guwahati.
16. CIPET reserves the absolute right to accept / reject any or all bids at any stage of the tender process without assigning any reason whatsoever.

Director & Head
CIPET: CSTS Guwahati;
Besides NH – 31, Changsari;
Guwahati, Assam – 781101

INTRODUCTION

Central Institute of Plastics Engineering & Technology (CIPET) was established in 1968 by Government of India with the assistance of United Nations Development Programme (UNDP) at Chennai. The main objective of setting up of the institute was to develop manpower in different disciplines of Plastics Engineering & Technology as no similar institute was in existence in the country. International Labour Organization (ILO) served as the executing agency. During the initial project period between 1968 and 1973, the institute achieved the targets envisaged and was rated as one of the most successful UNDP projects implemented worldwide. Today CIPET is a premier national institution under the aegis of the Ministry of Chemicals & Fertilizers, Govt. of India fully devoted to Skill Development, Technology Support Services, Academic and Research (STAR). CIPET operates on hub & spokes model with 28 locations - 5 High Learning Centres, 12 Other Learning Centres, 3 Specialized Centres, 2 R & D Wings, 5 Vocational Training Centre, 1 Petrochemical Data Services spread across the country catering to the needs of Polymer and allied industries. 11 more centres are in the process of establishment.

Headquartered in Chennai, CIPET has centres at Ahmedabad, Amritsar, Aurangabad, Baddi, Balasore, Bhopal, Bhubaneswar, Chennai, Gurgaon, Guwahati, Gwalior, Hyderabad, Hajipur, Haldia, Imphal, Guwahati, Kochi, Lucknow, Madurai, Murthal, Mysore, Raipur, Valsad and Vijayawada. All the state-of-the-art centers are equipped with excellent infrastructure facilities in the areas of Design, CAD/CAM/CAE, Tooling & Mould Manufacturing, Plastics processing, Testing and Quality Assurance with plan fund support from Government of India. The infrastructure facilities in terms machinery, equipments and technology are continuously upgraded and modernized in tune with needs of plastics & allied industries.

CIPET renders Technology Support Service in the areas of design, tooling, plastics processing and testing and quality assurance in India and abroad. CIPET has been in the forefront of strengthening the technological capabilities and has been constantly building capacities and leveraging its expertise, caliber and skill sets to meet the emerging and evolving needs of the industries.

CIPET works in close liaison with industries to implement its initiatives in the areas of Polymer and allied industries in accordance with the environmental policies of the country. CIPET's sustained efforts in creating awareness on environmental issues towards plastics and plastics waste management has been very well received by the industry.

Tender Terms & Conditions

1. E-Tenders are invited from experienced, resourceful and reliable Bidders of repute for “Supply and Engagement of Various Manpower under Outsourced Manpower Agency” who have successfully executed various Jobs having current and valid EPF and ESIC license, Service Tax Registration, GST Registration may submit the Tender along with updated list of their clients.
2. The firm should also have varied experience of supplying manpower to National Level Institutions or Organization / Institutions of high repute such as Banks, Govt. of India’s Autonomous Organization/Public undertaking etc.
3. The period of contract shall be initially for 12 months, which can be further extended by mutual agreement on the same terms and conditions.
4. The wage rates shall be paid as per Ministry of Labour and Employment Department, Govt. of Assam applicable to Guwahati city. The wages shall be paid as per the existing rates including any change during the tenure of contract prescribed by the state government. EPF & ESIC contribution payable for each person and the contractor’s service charge.
5. The Agency may quote their Management / Service charges, in percentage only both in figure and words. Other than service charges, all other taxes / charges shall be levied as per the prevailing Govt. Norms only.
6. The CIPET will pay the employers contribution towards Employees Provident fund (EPF) (as applicable) and Employees State Insurance (ESIC) (as applicable) and all taxes / charges levied under statutory provisions (subject to Govt. Revision).
7. CIPET will deduct income tax on bills and payment shall be released within 10-15 days of submission of the Bills in order along with the requisite documents like;
 - a. Proof of payment through Bank to each worker through a scheduled bank or other sources.
 - b. Proof of submission of EPF, ESIC, service tax up to last month.
8. The personals deployed by the Agency will be the employees of the Agency in all respects. CIPET will not accept any responsibility whatsoever in regard to the personals provided by the Agency. The firm shall fully indemnify CIPET, Guwahati in this respect.
9. The selected Agency has to enter into an Agreement on Non Judicial Stamp of Rs 100/- at his own cost with the CIPET CSTS Guwahati for one year, which can further be extended twice each time for one year with the consent of both the parties. Format of the Agreement is provided below.

10. The Agency should be registered with various authorities/departments as per the requirement of various statues, rules and regulations as applicable in its case such as Provident Fund Act, ESI ACT, Minimum Wages Act, Labour Act & GST, etc. The documentary evidences such as registration certificates should be submitted along with the technical bid. It shall indemnify CIPET against any penalties / claims arising out of any event, accident or of any default on its part. A copy of the certificate of registration and Licenses of the agency shall be verified by CIPET with Originals.
11. CIPET will not be responsible financially or otherwise for any causality / disablement / death caused to any staff of the Agency, while providing the services under this agreement. The Agency shall obtain adequate insurance policy in respect of all his staff, engaged by him in the execution of this contract work, against all risks as may be required under any provisions of Law and to meet the liability of compensation arising out of such injury / disablement / death at work site and carry out complete obligations under the said Act/ Rules and furnish all information to Director & Head, CIPET CSTS Guwahati and shall indemnify CIPET against any such penalties / claims out of default on its part.
12. All the statutory provisions / obligations as issued by the Govt. shall be observed / followed by the Agency during the running of Agreement.
13. The Bidder should attach copy of audited balance sheets for last three Financial Years.
14. The Agency shall have to provide facility for inspection of its office, Works and documents to the inspecting team of CIPET and shall cooperate / assist in providing any other details if necessary.
15. All pages of tender form along with all enclosures are to be sealed and signed by the bidder prior to submission.
16. Incomplete tender form without all relevant documents and efforts to conceal information and will be summarily rejected.
17. The tender will be opened in the presence of Tenderers or their authorized representative or in absence. No separate information would be given for attending the tender opening.
18. The personnel deployed by the agency should bear moral character and of sound Physical and Mental health to carry out the work.
19. CIPET reserves the right to declare any person deployed by the agency as unfit for any work on account of not having proper efficiency, sound physical, mental health or creating nuisance and or any other valid reason and its decision shall be final and binding on the service provider. Any deployment / change of the contract employee should be with the consent of CIPET authority.
20. If the Bidder withdraws the offer after submission of the tender or fails to deploy the required personnel after acceptance of tender, CIPET reserves the right to forfeit the earnest money / security deposits so deposited and terminate the contract.

21. The contract may be terminated at any time without paying compensation whatsoever to the agency in the case of misbehavior, disobedience, dishonesty, clandestine insolvency, cancellation of license or any other related activities on its failure to fulfill the terms and conditions of the contract. The decision of the Director & Head CIPET CSTS Guwahati will be final and acceptable to the bidder in this context.
22. There will a continuous supervision by the institute authorities. If it is not found satisfaction as per terms and conditions, the same will be cancelled by giving notice of one month.
23. The contractor will provide Identity cards individually to each manpower mandatorily at their own expenses. Uniform / t-shirts may also be given.
24. An **Earnest Money Deposit (EMD) of Rs.1,50,000.00** in the form of Demand Draft drawn as stated above shall be accompanied with the Tender Document wherever applicable. Tender document without EMD shall not be considered. However, the amount of the EMD of the successful bidder may be adjusted against the security deposit to be submitted on signing the agreement.
25. An amount equivalent to @ 2.5% of the total monthly payable bill value shall be deducted as Interest Free Security Deposit from the bill submitted by the Agency/Firm every month and the Security Deposit amount shall be interest free deposit with CIPET. In case of any default on the part of the Security Service Provider, the penalty shall be recovered from the security deposit lying with CIPET. The amount of Security Deposit is refundable on request within 30 days of expiry of the validity of the agreement / Contract by A/c payee cheque drawn in favour of the Firm / Agency payable at par or through NEFT. However, the Security Deposit shall be subject to TDS and / or other statutory deductions as applicable.
26. In case of items / fixtures stolen / broken due to the fault of the contract personnel, either the penalties to recover the cost shall be imposed or the contractor shall have a choice to replace these fixtures of the same quality & number after due approval of the Competent Authority of CIPET: CSTS - Guwahati. The bidder shall be liable to pay compensation for any loss & damage caused to the property of the CIPET: CSTS – Guwahati or its Staff Members/Students/Visitors by the contractor or his staff members.
27. Resolution of disputes: In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director & Head, CIPET: CSTS – Guwahati. His decision in this regard shall be considered final and binding.
28. The bidder shall strictly not lease or sub-contract the whole or any part of the contract to anybody without prior written permission / approval of CIPET.

29. The bidder / contractor should not be an employee of the Central Govt. / State Govt. / Autonomous Body / State or Central Govt. PSU etc. He should submit a written declaration to this effect.
30. That payment on account of enhancement/escalation charges on account of revision in wages and statutory payments like EPF/ESI contributions, any tax only by the appropriate Govt. (Central/State) from time to time shall be payable by the CIPET: CSTS - Guwahati to the contractor. No escalation on increase in the rate of Service Charge of Contractor shall be entertained during the term of the contract.
31. The firm/agency should be registered with various authorities/departments as per the requirement of various statues, rules and regulations as applicable in its case such as Provident Fund Act, ESI ACT, Minimum Wages Act, Labour Act & GST, etc. The documentary evidences such as registration certificates should be submitted along with the technical bid.

NOTE: CIPET reserves the right to relax any or all of the aforementioned conditions in case adequate number of bids not received within stipulated time.

SCOPE OF CONTRACT

Actual number of manpower will be finalized after award of work in consultation with concerned Section Head's of CIPET: CSTS – Guwahati. The number of manpower may increase or decrease as per requirement from time to time depending upon the work load in the organization.

Categories of Manpower Required / May be Required:

1. Highly Skilled (Technical / Non-Technical)
2. Skilled (Technical / Non-Technical)
3. Semi-Skilled
4. Unskilled

MODIFICATION OF TERMS AND CONDITIONS:

CIPET: CSTS - Guwahati with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract post award of contract.

UNDERTAKING BY THE CONTRACTOR

1. I/We have made the site visit in order to evaluate the work to be performed, have clearly understood the work to be performed and have quoted accordingly.
2. I/We agree that, under no circumstances, payment of wages in cash shall be made by me/us.
3. I/We have read the Tender Terms and Conditions of the contract given in the tender document. I/We agree to abide by the same.
4. I/We agree to pay wages on or before 7th day of every calendar month. Further, I/We agree to submit proof of payment of wages i.e. ESI and EPF contributions along with the bill for processing of the payment.
5. I/We understand that my/our “Earnest Money Deposit” submitted along with the tender will be liable for forfeiture in case of non-compliance of any of the tender terms & conditions.
6. I/We also hereby agree to abide by the rules and regulations of CIPET: CSTS – Guwahati general conditions of the contract.

Date:

Signature of Bidder(s) / Authorised
Person with Stamp

TECHNICAL BID

Sl. No.	Particulars	Description
1	Name of the contractor / Firm	
2	Type of Firm	
3	Telephone No. with STD code	
4	Name of Contact person	
5	Firm / Agency Registration No.	
6	Provident Fund No.	
7	ESIC No.	
8	PAN No.	
9	GST No.	
10	Similar Experience of Manpower Supply to Government Sector/Institution/MNC's/ Corporate Offices/Central Autonomous Body/Central Public sector undertaking etc. Please enclose copy of work order of last 3 financial years.	
11	Income Tax Returns (ITR) – Last 03 financial years. (2016-17 & 2017-18, 2018-19)	
12	Tender Fee – Rs. 3,000	
13	EMD – Rs. 1,50,000	
14	License issued by the Ministry of Labour & Employment	

Date:

Signature of Bidder(s) / Authorised
Person with Stamp

CHECK LIST

1. Technical Bid
2. Financial Bid
3. Tender Fee Demand Draft
4. EMD Demand Draft
5. Registration certificate of the firm
6. PAN
7. GST Certificate
8. Similar work Order
9. Performance Certificates
10. ESIC Certificate
11. EFP Certificate
12. Income Tax Returns (Last 3 Financial Years)
13. Labour License issued from the office of Chief Labour Commissioner
14. Client Details in Provided Format
15. Declaration by the Bidder

Date:

Signature of Bidder(s) / Authorised
Person with Stamp

FINANCIAL BID**Name of Agency:****Description of work:** SUPPLY & ENGAGEMENT OF VARIOUS MANPOWER AT CIPET
CSTS GUWAHATI UNDER OUTSOURCED MANPOWER

Sr. No.	Percentage (%) Service Charge (In Figures)	Percentage (%) Service Charge (In Words)
1.		

* GST will be paid additional as per extent rules of Govt. of India.

* In case of discrepancy arising between quoted Service Charge in figures & in words the later shall be considered

NOTE:

1. GST as per rules will be paid additionally.
2. Nothing extra other than specified shall be payable over and above the accepted rates.
3. The rates will remain valid during the period of contract and will not be revised in any circumstances.
4. Payment of the manpower will be as per the rules of minimum wages of Government of Assam and as finalized by CIPET.
5. The employees will be entitled for public holidays as declared by Government of India.
6. All levies / taxes / duties, etc other than GST shall be assumed to be mandatorily included in the service charges.

Date:

Signature of Bidder(s) / Authorised
Person with Stamp

CLIENT DETAILS OF BIDDER

The bidder has to provide the details of the manpower outsourcing services provided to the list of organizations within the last 03 Financial years as per the following format:

Name of organization	Nature of Work	Work Order No. and Date	Value of Work done	Number of Workers	Period (Duration)	Date of Completion

Date:

Signature of Bidder(s) / Authorised
Person with Stamp

Declaration by the Bidder

To
The Director & Head
CIPET CSTS Guwahati
Changsari, Guwahati
Kamrup Dist., ASSAM

Sir,

I Shri / Smt. (Name of Proprietor / Authorised Person) of
M/S..... (Name of firm / agency as applicable) declare to state
that the information provided herewith in connection to my / our participation in the Tender no.
CIPET/CSTS/GHY/ADMIN/E-TENDER/06/ManPow_Ser/2019-20 dated 29/11/2019 for
“SUPPLY & ENGAGEMENT OF VARIOUS MANPOWER AT CIPET CSTS GUWAHATI
UNDER OUTSOURCED MANPOWER” is true to the best of my knowledge. In the event of any
wrong information provided I shall be fully responsible and will be liable for facing the
consequences as per the clauses outlined in the aforementioned Tender Document.

Date:

Signature of Bidder(s) / Authorised
Person with Stamp

AGREEMENT

This AGREEMENT made on this XXst day of MONTH 2020 BETWEEN M/S NAME OF FIRM, a firm providing Outsourced Manpower Services with its head Office at Address, Guwahati-XX represented by Shri. / Smt. NAME OF PERSON, Proprietor (hereinafter called the "SERVICE PROVIDER") of the one part and C.I.P.E.T. , Ministry of Chemicals and Fertilizers, Government of India having its Head Office at Guindy Chennai(hereinafter called the "INSTITUTE") represented by Director & Head CIPET CSTS Guwahati, Changsari of the other part.

WHEREAS the NAME OF FIRM (the service provider) has offered their services to provide different categories of manpower to be engaged on remuneration/ wage/ stipend basis. AND WHEREAS the INSTITUTE has agreed with the M/s NAME OF FIRM to obtain their services to engage manpower on remuneration/ wage/ stipend basis at INSTITUTE'S PREMISES AT CHANGSARI , DIST:- KAMRUP 781 101, Assam, in the terms and conditions hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This Agreement shall be in force for ONE YEAR with effect from XX.XX.2020. **Further it may be** renewed on yearly basis on mutual consent of the parties hereto (subject to the condition the total contract period shall not exceed three years).
2. The SERVICE PROVIDER hereby declares and affirms that it has obtained the requisite licenses, registrations permits and approvals under applicable laws and legislations and such as is legally entitled and competent to supply the services under this agreement.
3. The SERVICE PROVIDER shall maintain nominal roll of all the manpower engaged through him and based on their attendance prepare the bill for salaries/wages and shall pay accordingly within 7th of each month to the individuals.
4. The manpower engaged through SERVICE PROVIDER on request of the institute will be interviewed / scrutinized by the INSTITUTE and accordingly candidates will be selected on need basis. Based on performance of the manpower the INSTITUTE shall fix the wages/stipend to be paid to the individual. In due course of time INSTITUTE reserves the right to review and revise the wages/stipend as deemed suitable.
5. The INSTITUTE agrees to pay the SERVICE PROVIDER Agency Charges @2.25% on the basic monthly wages/stipend fixed by the INSTITUTE.

6. The SERVICE PROVIDER will ensure PF, ESI and all other applicable statutory liabilities under applicable laws for each category of manpower deployed as applicable and will submit along with the monthly bill of the following month proof of deposit of such duties with list of manpower in whose case PF,ESI. Etc. has been deposited.
7. That the SERVICE PROVIDER unconditionally agrees and assures that if he fails to deposit 'EPF and ESI contributions or any other applicable statutory dues on the due date or within such period as extended by the statutory authorities, then without prejudice to INSTITUTE's right to terminate this agreement and to recover the damages under contract and law, the recovery of due contribution as well as penalty as applicable will be deducted from his bills by the INSTITUTE and the SERVICE PROVIDER hereby agrees not to raise any objections to aforesaid action of the INSTITUTE.
8. SERVICE PROVIDER will also ensure that complete personal records including photographs, police verification and unique identification marks are maintained for all manpower deployed at the premises of the INSTITUTE before deploying the manpower at the INSTITUTE premises.
9. The manpower provided by the SERVICE PROVIDER shall not join labour union or resort to strike/demonstration or any other agitation of this type.
10. That the SERVICE PROVIDER shall observe and discharge all his legal obligations in respect of the manpower to be employed/deployed by him for providing manpower services pursuant to this agreement. The service provider shall be liable to comply with all the rules and regulations framed by the appropriate government, authorities, judicial or quasi judicial bodies from time to time for the protection of safety & health of manpower supplied by him pursuant to this agreement.
11. In case of any loss/damage caused by the manpower engaged pursuant to this agreement, the actual cost of the damage, without prejudice to the INSTITUTE's to recover such cost/damages under contract and law, shall be recovered directly from the SERVICE PROVIDER's bill. In case the Bill amount falls lesser than the amount to be recovered, the SERVICE PROVIDER shall pay balance amount to INSTITUTE immediately on demand.
12. SERVICE PROVIDER has agreed to deposit an interest free security deposit @2.5% of the total monthly basic contract value (excluding service tax, service charge, employers share of EPF & ESI, etc.) by way deduction from monthly bill for providing manpower services. Deposit amount shall be interest free deposit with CIPET. In case of any default on the part of the Security Service Provider, the penalty shall be recovered from the security deposit lying with CIPET. The amount of Security Deposit is refundable on request within 30 days of expiry of the validity of the agreement by A/c payee cheque

drawn in favour of the Firm/Agency payable at par. However, the Security Deposit shall be subject to TDS and/or other statutory deductions.

13. In case of any theft, misshapen, robbery, Vandalism within the INSTITUTE premises, the concerned manpower will be subjected to police interrogation.
14. The SERVICE PROVIDER unconditionally and irrevocably agrees that he shall be solely responsible for all acts and/or omissions on the part of the manpower supplied by him under this Agreement. Any compensation to be paid to any person for any damage caused by such acts and/or omissions on the part of such manpower shall be solely borne by the service provider.
15. The SERVICE PROVIDER unconditionally and irrevocably agrees that if any of the manpower supplied by it under this agreement suffers any injury or accident, of whatsoever nature; the SERVICE PROVIDER will be solely responsible for payment of compensation of damages, if any, to such manpower. He shall also be responsible to file Accident Report in Form 16 with the concerned ESIC office and under any other applicable laws within the prescribed time limit and submit copy thereof to the INSTITUTE.
16. The SERVICE PROVIDER hereby undertakes to keep the INSTITUTE indemnified against all disputes, claims or actions raised by the manpower supplied under this agreement or by any statutory authority or third party in connection with his obligations under this agreement. The service provider further undertakes to keep the INSTITUTE indemnified and harmless from and against any claims, demands actions proceedings etc. of any nature whatsoever that may be instituted as a result of any breach on the part of the Service Provider of any applicable law, rule or regulations with respect to his manpower or otherwise.
17. It is further clarified and understood between the Parties that this agreement shall not create any relationship of Employer and Employee between the INSTITUTE and the manpower engaged by the INSTITUTE under this agreement and the service provider for all purposes shall be deemed to be the employer of the manpower supplied under this agreement.
18. Bill will be raised by the SERVICE PROVIDER at the end of every month and the payment to be made by the INSTITUTE through Account Payee cheque in favour of the SERVICE PROVIDER payable at any scheduled bank of Guwahati preferably by the 1st week of the following month subjected to the statutory deductions.
19. The INSTITUTE reserves all the right to increase/decrease the numbers of manpower as per the requirement of the INSTITUTE from time to time and there will not be any change in the Agency Charges quoted.

20. The SERVICE PROVIDER shall not assign any burden or benefit of this agreement to any other agent or agency without the prior written consent of the Institute.
21. Institute reserves the right to terminate the services of manpower provided by SERVICE PROVIDER at any time without assigning any reason thereof. However SERVICE PROVIDER can withdraw his services by giving three (03) months notice.
22. It is agreed that on termination of this Agreement the service provider shall immediately cause to remove the manpower deployed at the Institute under this Agreement.
23. Any notice, correspondence or request required hereunder from one party to the other shall be made by letter, telex or facsimile in English. All such notices or requests shall be delivered or addressed to the party to receive the same at the address indicated below or to such other party shall have communicated to the other party.
24. All disputes are subject to Guwahati jurisdiction.

IN WITNESS WHEREOF the parties hereto have executed have executed these presents, with their free volition and full understanding of the terms and conditions herein, the day and year first above written

For and on Behalf of Institute

For and on Behalf of Service Provider

Shri. Kamal Jit Ghai
Director & Head CIPET CSTS Guwahati
SIGNED AND DELIVERED FOR on
behalf of CIPET CSTS Guwahati, Changsari
Kamrup, Guwahati-781 101.

Shri NAME OF PROPRIETOR
Proprietor, M/s FIRM / AGENCY
SIGNED AND DELIVERED FOR on
behalf of M/s FIRM / AGENCY
Address of Firm / Agency, Guwahati-XX

Witnesses: -

Witnesses:-

1. Signature
Name.....

1. Signature
Name.....

2. Signature
Name.....

2. Signature
Name.....