



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3422900  
Dated/दिनांक : 08-05-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-05-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-05-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Chemicals And Fertilizers
Department Name/विभाग का नाम	Department Of Chemicals And Petrochemicals
Organisation Name/संगठन का नाम	Central Institute Of Plastics Engineering And Technology (cipet)
Office Name/कार्यालय का नाम	Bhubaneswar
Item Category/मद केटेगरी	Manpower Outsourcing Services - Fixed Remuneration - Others; Laboratory Instructor; Full Time First Class Graduate in relevant discipline or Full time first class Diploma in relevant discipline , Manpower Outsourcing Services - Fixed Remuneration - Others; Shop Floor Workshop Attendant; Full Time B Sc Diploma ITI in the Relevant Discipline , Manpower Outsourcing Services - Fixed Remuneration - IT-Technical; Consultant IT And Networking; Full time Degree or Diploma in IT and networking or allied fields , Manpower Outsourcing Services - Fixed Remuneration - Admin; Data Entry Operator Customer Relationship; Full time Graduate with knowledge of computer , Manpower Outsourcing Services - Fixed Remuneration - Others; Caretaker Hostel; Full time Degree or Diploma in any discipline , Manpower Outsourcing Services - Fixed Remuneration - Admin; Multi-tasking Staff; Minimum 8th Std Pass
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	25 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes

<b>Bid Details/बिड विवरण</b>	
<b>MSE Exemption for Years Of Experience/वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years Of Experience/ वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Floor Price/न्यूनतम मूल्य</b>	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	6500000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	32500

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के

दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Jr. Scientist

B/25, C.,N.I Complex, Patia, Bhubaneswar, 751024, Khurda, Odisha Department of Chemicals and Petrochemicals, Central Institute of Plastics Engineering and Technology (CIPET), Ministry of Chemicals and Fertilizers (Akshaya Kumar Palai)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of

quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Manpower Outsourcing Services - Fixed Remuneration - Others; Laboratory Instructor; Full Time First Class Graduate In Relevant Discipline Or Full Time First Class Diploma In Relevant Discipline ( 6 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specific ation	Values
<b>Core</b>	
Type of Function	Others
List of Profiles	Laboratory Instructor
Educational Qualification	Full Time First Class Graduate in relevant discipline or Full time first class Diploma in relevant discipline
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	One year relevant post qualification experience Practical workshop skills as evident by knowledge of instruments and devices used within the laboratory and other workshop tools and equipment Strong troubleshooting and technical problem solving skills
State	NA
District	NA
Zipcode	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Designation	Laboratory Instructor

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Akshaya Kumar Palai	751024,B-25, CNI Complex, Patia, Bhubaneswar	6	<ul style="list-style-type: none"><li>• Basic monthly pay (INR) exclusive of GST : 11250</li><li>• Bonus (INR Monthly) : 0</li><li>• EPF Admin Charges (INR Monthly) : 113</li><li>• EDLI (INR Monthly) : 0</li><li>• Provident Fund (INR Monthly) : 1350</li><li>• ESI (INR Monthly) : 0</li><li>• Optional Allowances 1 (INR Monthly) : 8750</li><li>• Optional Allowances 2 (INR Monthly) : 0</li><li>• Optional Allowances 3 (INR Monthly) : 0</li><li>• Tenure/ Duration of Employment (In Months) : 12</li></ul>

**Manpower Outsourcing Services - Fixed Remuneration - Others; Shop Floor Workshop Attendant; Full Time B Sc Diploma ITI In The Relevant Discipline ( 8 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Function	Others
List of Profiles	Shop Floor Workshop Attendant
Educational Qualification	Full Time B Sc Diploma ITI in the Relevant Discipline
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable

Specification	Values
Experience	Preference shall be given to the candidate with 01 year experience in the relevant discipline
State	NA
District	NA
Zipcode	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Designation	Shop Floor/Workshop Attendant

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Akshaya Kumar Palai	751024,B-25, CNI Complex, Patia, Bhubaneswar	8	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 6750</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EPF Admin Charges (INR Monthly) : 68</li> <li>• EDLI (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 810</li> <li>• ESI (INR Monthly) : 488</li> <li>• Optional Allowances 1 (INR Monthly) : 8250</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Tenure/ Duration of Employment (In Months) : 12</li> </ul>

**Manpower Outsourcing Services - Fixed Remuneration - IT-Technical; Consultant IT And Networking; Full Time Degree Or Diploma In IT And Networking Or Allied Fields (**

1 )

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Function	IT-Technical
List of Profiles	Consultant IT And Networking
Educational Qualification	Full time Degree or Diploma in IT and networking or allied fields
Specialization	Consultant IT And Networking
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	Two year experience in installation functioning and maintenance of IT networking infrastructure at any reputed organization
State	NA
District	NA
Zipcode	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Designation	Consultant IT And Networking

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Akshaya Kumar Palai	751024,B-25, CNI Complex, Patia, Bhubaneswar	1	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 11250</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EPF Admin Charges (INR Monthly) : 113</li> <li>• EDLI (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 1350</li> <li>• ESI (INR Monthly) : 0</li> <li>• Optional Allowances 1 (INR Monthly) : 8750</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Tenure/ Duration of Employment (In Months) : 12</li> </ul>

**Manpower Outsourcing Services - Fixed Remuneration - Admin; Data Entry Operator Customer Relationship; Full Time Graduate With Knowledge Of Computer ( 2 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Function	Admin
List of Profiles	Data Entry Operator Customer Relationship
Educational Qualification	Full time Graduate with knowledge of computer
Specialization	Proficiency in customer service skill
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
District	NA
Zipcode	NA



Specification	Values
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Designation	Data Entry Operator (Customer Relationship)

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Akshaya Kumar Palai	751024,B-25, CNI Complex, Patia, Bhubaneswar	2	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 5400</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EPF Admin Charges (INR Monthly) : 54</li> <li>• EDLI (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 648</li> <li>• ESI (INR Monthly) : 390</li> <li>• Optional Allowances 1 (INR Monthly) : 6600</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Tenure/ Duration of Employment (In Months) : 12</li> </ul>

**Manpower Outsourcing Services - Fixed Remuneration - Others; Caretaker Hostel; Full Time Degree Or Diploma In Any Discipline ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Function	Admin , Finance/Accounts , IT-Technical , Non-IT Technical , Healthcare , Others

Specification	Values
List of Profiles	Caretaker Hostel
Educational Qualification	Full time Degree or Diploma in any discipline
Specialization	Not Required
Post Graduation	Not Required , Required , Optional
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
District	NA
Zipcode	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Designation	Caretaker/Hostel

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Akshaya Kumar Palai	751024,B-25, CNI Complex, Patia, Bhubaneswar	1	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 6750</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EPF Admin Charges (INR Monthly) : 68</li> <li>• EDLI (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 810</li> <li>• ESI (INR Monthly) : 488</li> <li>• Optional Allowances 1 (INR Monthly) : 8250</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Tenure/ Duration of Employment (In Months) : 12</li> </ul>

**Manpower Outsourcing Services - Fixed Remuneration - Admin; Multi-tasking Staff; Minimum 8th Std Pass ( 13 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Educational Qualification	Minimum 8th Std Pass
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
District	NA
Zipcode	NA
<b>Addon(s)/एडऑन</b>	

Specification	Values
<b>Additional Details/अतिरिक्त विवरण</b>	
Designation	Helper/MTS

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Akshaya Kumar Palai	751024,B-25, CNI Complex, Patia, Bhubaneswar	13	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 4500</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EDLI (INR Monthly) : 0</li> <li>• EPF Admin Charges (INR Monthly) : 45</li> <li>• ESI (INR Monthly) : 325</li> <li>• Provident Fund (INR Monthly) : 540</li> <li>• Optional Allowances 1 (INR Monthly) : 5500</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Tenure/ Duration of Employment (In Months) : 12</li> </ul>

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2. Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. **Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

### 4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

CIPET LARPM  
Account No.  
34640722811  
IFSC Code  
SBIN0010133  
Bank Name  
STATE BANK OF INDIA  
Branch address  
INFOCITY BRANCH BHUBANESWAR

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### 5. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

CIPET LARPM  
Account No.  
34640722811  
IFSC Code  
SBIN0010133  
Bank Name  
STATE BANK OF INDIA  
Branch address  
INFOCITY BRANCH BHUBANESWAR

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

### 6. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 7. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

### 8. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

### 9. **Service & Support**

The Service Provider is required to have at least 20 % of the required manpower on service provider's

payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

#### 10. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in

Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

# Outsourcing of Manpower Services Through Manpower Service Providing Agency



GEM DOC. NO. - CIPET:SARP-LARPM/BBSR/OMSPA/2023-24, Dtd : 08-05-2023

**केंद्रीय पेट्रोरसायन अभियांत्रिकी एवं प्रौद्योगिकी संस्थान (सिपेट)**

**CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY (CIPET)  
SCHOOL FOR ADVANCED RESEARCH IN PETROCHEMICALS (SARP)-LARPM**

(Department of Chemicals & Petrochemicals,  
Ministry of Chemicals & Fertilizers, Govt. of India)  
B-25, C.N.I. Complex, Patia, Bhubaneswar – 751 024 (Odisha)  
Tel: 0674-2740173/27 42852, Fax: 0674-2740463  
Website : [www.cipet.gov.in](http://www.cipet.gov.in) , E-mail: [larpm@cipet.gov.in](mailto:larpm@cipet.gov.in)



## केंद्रीय पेट्रोसायन अभियांत्रिकी एवं प्रौद्योगिकी संस्थान (सिपेट)

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY (CIPET)  
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(Department of Chemicals & Petrochemicals,  
Ministry of Chemicals & Fertilizers, Govt. of India)  
B-25, C.N.I. Complex, Patia, Bhubaneswar – 751 024 (Odisha)  
Tel: 0674-2740173/27 42852, Fax: 0674-2740463  
Website : [www.cipet.gov.in](http://www.cipet.gov.in) , E-mail: [larpm@cipet.gov.in](mailto:larpm@cipet.gov.in)

CIPET: SARP-LARPM, Bhubaneswar invites registered and authorized “Manpower Service Provider for engagement of High Skilled / Skilled / Semi-Skilled / Unskilled manpower for the work of Technical / Academic Services / Office Work / etc. at CIPET:SARP-LARPM, Bhubaneswar, Odisha.

### IMPORTANT INFORMATION AND DATES

S.N	Description	Details
1	Purchaser	CIPET: SARP-LARPM, Bhubaneswar, Odisha
2	Earnest Money Deposit EMD (in Rs.)	Rs. 32,500/- (Rupees Thirty Two Thousand Five Hundred Only)
3	Security Deposit (in Rs.)	Rs. 1,95,000/- (Rupees One Lakh Ninety Five Thousand Only)
4	Date of Bid Publication in the GeM Portal	08-05-2023
5	Date and Time of opening of Financial bid	After evaluation of Technical Bid
6	(Name of the CIPET Centre) online Bank Details	<b>(CIPET LARPM)</b> <b>A/C No : 34640722811</b> <b>Branch Code:10133</b> <b>IFSC Code: SBIN0010133</b> <b>Name: State Bank of India</b>

The GeM bid documents contain full details w.r.t terms and conditions, lists of document uploaded online and etc.

## CONTENT OF BIDDING DOCUMENTS

### List of Documents to be uploaded online:

01. Profile of the Manpower Providing Agency on its letterhead.
02. Name of the owners/partners/Principal Director of the firm/company/corporation and their addresses.
03. A self-attested Registration Certificate under the Companies Act, 1956/2013 or a partnership firm registered under Indian Partnership Act of Proprietary Concern.
04. A self-attested Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970.
05. Valid copy of GST, PAN, EPF and ESIC registration.
06. Copy of work order/experience certificate, wherein the bidder is having at least 03 years experience of deployment of different category of manpower in Ministry/Departments of Govt. of India/Central PSUs/Nationalized Banks/State Govt. Departments/Autonomous /Statutory Bodies/Corporations.
07. Name and addresses of bankers with whom the account is maintained along with copy of bank account statement for the last six months prior to the date of the bidding.
08. Copies of self-attested audited profit & loss account /income & expenditure account and balance sheets for the **last three financial years** wherein the average annual turnover of the company/firm/agency should be more than **rupees twenty five lakh** during the last three financial years
09. Number of disputes with clients, if any, reasons of disputes and present position of disputes of detail. (on its Company/Agency letterhead)

## **FINANCIAL BID DETAILS - AS PER ONLINE SCHEDULE**

Price Bid of the Bidders, whose Tender cost, Technical Bid are found in order, shall be opened as per schedule intimated after opening of Technical Bid. Director & Head **CIPET:SARP-LARPM, Bhubaneswar**, reserves all right regarding enhance or reduce the work and to cancel the entire tender or any tender without assigning any reason thereof. Conditional Tender will not be accepted.

Note: The bidders are requested to go through the instructions carefully and complete all formalities as required and submit along with bid.

**Director & Head**  
**CIPET: SARP-LARPM, Bhubaneswar**

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## **SCHEDULE OF REQUIREMENT**

The Director & Head, CIPET: SARP-LARPM, Bhubaneswar, B-25 CNI Complex, Patia, Bhubaneswar Odisha, 751024 invites reputed and financially sound agencies / bidders for providing manpower services in CIPET: SARP-LARPM, Bhubaneswar, Odisha subject to the following conditions:

1. CIPET:SARP-LARPM, Bhubaneswar has initial requirement of manpower as detailed in “Section C” (Technical& Non-Technical requirement of Manpower) of the tender document. The requirement of CIPET: SARP-LARPM, Bhubaneswar is only indicative and may further increase or decrease during the period of contract depending upon the exigency of work.
2. The remunerations indicated in “Section C” is excluding statutory to be made such as ESI and EPF, etc. The contract will be initially for a period of one year and is likely to commence from the date of deployment of manpower after completing pre-deployment formalities listed in the tender document which may be extended for a further period of one year depending upon the requirement of manpower, administrative convenience of CIPET: SARP-LARPM, Bhubaneswar and performance of the agency.

### **(A) LIABILITIES AND CONTROL OF THE PERSONS DEPLOYED**

1. The successful agency/ bidder shall ensure that the individual manpower deployed at CIPET: SARP-LARPM, Bhubaneswar confirms to the technical requirements and Skill prescribed in “Section C”.
2. The successful agency/bidder shall furnish the list of persons to be deployed along with the following documents in respect of the individual manpower who will be deployed by them at CIPET: SARP-LARPM, Bhubaneswar before the commencement of work.
  - (a) Bio-data of each person along with self-attested copies of the certificates in respect of their educational / professional qualifications, etc.
  - (b) Attested copy of matriculation certificate containing date of birth.
  - (c) Certificate of verification of antecedents of person by local police authority.
  - (d) Detailed proof of identity like driving licence, bank account details, proof of residence and 02 recent passport size photographs of the personnel to be deployed by the agency at CIPET: SARP-LARPM, Bhubaneswar.
3. The successful agency/bidder shall ensure that the personnel deployed should be medically fit.

4. The successful agency/bidder shall be responsible for proper conduct of his/her/their personnel at CIPET: SARP-LARPM, Bhubaneswar premises. In case of any damage/loss/theft etc., to the property of CIPET: SARP-LARPM, Bhubaneswar, which is caused by the personnel deployed by the agency, the agency will either be liable to make good the loss on the basis of the value of the property as determined by CIPET: SARP-LARPM, Bhubaneswar or the same could be recovered from the performance guarantee, monthly payments due to the agency.
5. The personnel deputed to CIPET: SARP-LARPM, Bhubaneswar by the successful agency/bidder should be polite, cordial, positive and efficient while handling the assigned work. In case, the person employed by the successful agency/bidder commit any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the successful agency will liable to take disciplinary action against such persons, including their removal from the work, if required by CIPET: SARP-LARPM, Bhubaneswar.
6. The personnel deputed to CIPET: SARP-LARPM, Bhubaneswar shall not be changed by the agency under any circumstances unless there is a specific request from CIPET: SARP-LARPM, Bhubaneswar.
7. It will be the responsibility of the successful agency/bidder to meet transportation, medical and other requirements in respect of the persons deployed at CIPET: SARP-LARPM, Bhubaneswar and CIPET: SARP-LARPM, Bhubaneswar will have no liabilities in this regard.
8. For all intents and purposes, the successful agency/bidder shall be the '**employer**' within the meaning of different labour legislations in respect of manpower so deployed at CIPET: SARP-LARPM, Bhubaneswar. The persons deployed by the agency/bidder at CIPET: SARP-LARPM, Bhubaneswar shall not have claims of any employer and employee relationship against CIPET: SARP-LARPM, Bhubaneswar.
9. The successful agency/bidder shall be solely responsible for the redressal of grievance/ resolution of dispute relating to persons deployed. The CIPET:SARP-LARPM, Bhubaneswar shall in no way be responsible for settlement of such issues whatsoever.
10. CIPET:SARP-LARPM, Bhubaneswar shall not be responsible for any financial loss or any injury to any person deployed by service providing agency/bidder during the course of their performing the functions/duties or for payment towards any compensation.
11. The persons deployed by the successful agency/bidder neither have rights to claim nor entitled to pay, perks and other facilities admissible to the regular employees of CIPET:SARP-LARPM, Bhubaneswar during or after expiry of the contract.
12. In case of termination of the contract on its expiry or otherwise, the persons deployed by the successful agency/bidder shall not be entitled to and will have no claim for any absorption or engagement in any capacity in the CIPET: SARP-LARPM, Bhubaneswar.

**(B) LEGAL :**

1. The successful agency/bidder shall be responsible for compliance of all statutory provisions relating to minimum wages, provident fund and employees State Insurance, etc., in respect of the persons deployed by them in the CIPET: SARP-LARPM, Bhubaneswar.
2. CIPET:SARP-LARPM, Bhubaneswar, apart from the remuneration, will reimburse to the agency all statutory charges towards ESI, EPF, as applicable under prevailing law from time to time.
3. The successful agency/bidder shall also be liable for depositing all taxes, levies, cess etc., on account of services rendered by the agency/bidder to CIPET:SARP-LARPM, Bhubaneswar to concerned tax, ESI, EPF authorities from time to time as per extant rules and regulations on the matter. In case, the successful agency/bidder fails to comply with the statutory/taxation obligation under appropriate law, and as a result thereof, CIPET: SARP-LARPM, Bhubaneswar is put to any loss/obligation, monetary or otherwise, the CIPET:SARP-LARPM, Bhubaneswar will deduct the same from the monthly bills and/or the performance security deposit of the agency/bidder, to the extent of the loss or obligation in monetary terms.
4. The successful agency/bidder shall maintain all statutory registers under the law. The agency shall produce the same, on demand of the concerned authority of CIPET: SARP-LARPM, Bhubaneswar or any other authority under law.
5. The tax deduction at source (TDS) shall be made as per the provisions of Income Tax Act and a certificate to this effect shall be provided to the agency by the CIPET: SARP-LARPM, Bhubaneswar.
6. The remuneration of the deployed personnel must be credited to their bank account by the successful agency/bidder latest by 7<sup>th</sup> of every month. A penalty of Rs. 500/- per day shall be imposed on the agency for failure to meet this deadline.
7. The successful agency/bidder shall present the bills for reimbursement of the remuneration latest by 2<sup>nd</sup> of every month so that the same can be processed at the earliest. However, the deadline of payment of the persons deployed by the agency shall not be altered by the agency even if payment is not received or delayed from CIPET: SARP-LARPM, Bhubaneswar.

## **(C) TECHNICAL REQUIREMENT OF MANPOWER TO BE DEPLOYED**

The details of requirement of services to be procured through successful service providing agency/ bidder are indicated below. Being the initial requirement, the number may vary as per exigencies.

S. No	Name of the Service	No of Manpower	Nature of the duty to be performed	Minimum educational qualification with experience	Remuneration Range in `	Tenure in years
01	Laboratory Instructor (for Analysis & Characterisation lab)	02	To ensure cleanliness of laboratories and operation of functioning of lab equipments. To conduct tests/practical as per standards/SOP, and enter the desired test results. Preparing the test reports. To demonstrate the lab equipment, maintain log sheets & other requirements.	Full time First Class Graduate in relevant discipline Or Full time First Class Diploma in relevant discipline.  01 year relevant post qualification experience. Practical workshop skills, as evident by knowledge of instruments and devices used within the laboratory and other workshop tools and equipment.	20,000 to 30,000/-	1 year (Renewable up to 3 years based on Performance and Requirement)
02	Laboratory Instructor (Process Shop Floor lab)	02	Assist in proper Installation of equipments, maintain proper working condition of the process shop floor with respect to instrument operation, log sheet and other requirements.	Strong troubleshooting and technical problem-solving skills.	20,000 to 30,000/-	
03	Laboratory Instructor (Biodegradation lab)	02	To ensure cleanliness of Biodegradation laboratories and operate functioning of the equipments w.r.t aerobic/an aerobic digestion, soil analysis, toxicity assessment, etc.. To demonstrate the lab equipment, maintain log sheets & other requirements.	Strong oral and written communication skills.  A high degree of computer literacy and demonstrated ability to integrate technology in the workplace.  Perform teaching assignments as required.	20,000 to 30,000/-	



S. No	Name of the Service	No of Manpower	Nature of the duty to be performed	Minimum educational qualification with experience	Remuneration Range in `	Tenure in years
04	Shop floor / Workshop Attendants	08	To execute production / job order as per the instructions of HOD's and as per ISO QMS, To operate relevant Machinery / equipment and maintenance of equipment/ Computer/ Machines in the laboratory/ computer lab/shop floor. To maintain and fill mandatory registers and formats as per ISO QMS	Full time B.Sc./Diploma/ ITI in the relevant discipline. Preference shall be given to the candidate with 1 year experience in the relevant discipline	15000/- PM to 25000/- PM	1 year (Renewable up to 3 years based on Performance and Requirement)
05	Consultant: IT & Networking	01	Day to day activities pertaining to installation , Functioning and Maintenance of IT infrastructure like Hardware Networking, Software, Computers, CCTV, Video Conference and related activities.	Full time Degree or Diploma in IT and networking or allied fields with minimum two years of experience in installation, Functioning and Maintenance of IT & Networking infrastructure at any reputed organisation.	20000/- PM to 30000/-PM	
06	Data Entry Operator (Customer Relationship)	02	Interaction with customers, Attending the queries of Customer, Receiving complaint, Succession, Information, Letters, requestsetc. Receiving and verifying documents Follow-up through phone calls, Maintenance of record and filling documents.	Full time graduation with knowledge of Computers. Should be capable to speak/read/write in the regional language besides English language, Proficiency in typing work and sending information through SMS, E-mail, Social media and using mail merge, etc. Proficiency in customer service skills.	12000/- PM to 20000/- PM	

S. No	Name of the Service	No of Manpower	Nature of the duty to be performed	Minimum educational qualification with experience	Remuneration Range in `	Tenure in years
07	Care take-Hostel	01	To assist daily hostel needs and manage general activities. Maintain hygienic condition in the hostel, maintaining the records, Maintaining sports materials, Monitor smooth functioning of Mess facility and General activities thereto.	Fulltime Degree / Diploma in any discipline (Preferably able to speak/read/write in the regional language)	15000/- PM to 25000/- PM	1 year (Renewable up to 3 years based on Performance and Requirement)
08	Helper/ MTS	13	Multiple assistance/helping in office/hostel/lab/workshop/class room etc.	Minimum 8 <sup>th</sup> Standard Pass	10000/-PM to 15000/- PM	

**Note:-**

1. Educational qualification can be relaxed with the approval of Director& Head, CIPET: SARP-LARPM, Bhubaneswar.
2. Statutory charges like EPF and ESIC as applicable from employer side, are excluded in the present remuneration mentioned in prepare. The remuneration is for deployment from 9.00 AM to 5.30 PM including lunch of 30 Minutes (Working 6 days in week). However depending upon exigency and requirement of work, engaged personnel may be required to work in shift duties also.

## **INSTRUCTIONS TO BIDDERS AND GENERAL TERMS & CONDITIONS**

### **I. General Terms & Conditions:**

1. Bidder shall be uploaded with a forwarding letterhead of the bidder/agency duly signed and stamped by authorised signatory on each page to ensure the compliance of scope, services and general terms and conditions of the bid under reference.
2. Each page of the uploaded document should be signed and stamped by authorized signatory.
3. CIPET: SARP-LARPM, Bhubaneswar reserves the right to modify/relax any of the terms & conditions of the tender.
4. Pre-Bid inspection/Survey: The bidder may visit CIPET:SARP-LARPM, Bhubaneswar to have an understanding of the requirements during working hours of CIPET:SARP-LARPM, Bhubaneswar.
5. The Awarded bidder shall undertake to abide by all rules, regulations & laws and shall agree to keep itself liable and responsible for any such violation directly before Director& Head, CIPET: SARP-LARPM, Bhubaneswar.
6. The award of Contract shall be for a period 01 year and renewable up to 03 years based on the performance and requirement of CIPET:SARP-LARPM, Bhubaneswar with the same terms and conditions depending upon the requirement of manpower.
7. Any default after acceptance of bid shall be deemed to be non-compliance of the terms of contract and would be liable to cancellation of contract.
8. CIPET:SARP-LARPM, Bhubaneswar however, terminate/curtail/cancel the contract at any time after giving one month notice to reserves the right to the Agency owing to deficiency of service, sub- standard quality of manpower deployed, breach of contract, etc. In such case, successful bidder will not be entitled to any kind of compensation.
9. Once the rates are finalised, no increase will be considered in the rates quoted by the agency in any case during the period of contract.
10. CIPET: SARP-LARPM, Bhubaneswar reserves the right to reject any or all the tenders or accept them in part or to reject lowest bid.
11. The successful bidder may also opt for premature cancellation of the contract by giving one month notice in writing. If contract is cancelled without any notice, CIPET:SARP-LARPM, Bhubaneswar reserves the right to forfeit the security deposit/PG of the successful bidder.
12. The successful agency/bidder shall not be allowed to transfer, assign, pledge or sub-contract its right and liabilities under the contract to any other agency.

13. The agency/bidder will be bound by the details furnished by him to CIPET:SARP-LARPM, Bhubaneswar while submitting the bid or at subsequent stage. In case such documents furnished by the bidder or successful bidder are found to be false or incorrect at any stage, it would be deemed to be a breach of terms of contract making him liable for legal action besides termination of contract.

## II- ELIGIBILITY OF BIDDERS:

1. The bidders should be a company, **registered under Indian Companies Act, 1956/2013** or a partnership firm registered under the Indian **Partnership Act or a proprietary concern**. Self-attested documentary proof should be uploaded.
2. The bidder should have at least **three years experience** of deployment of different categories of manpower in Ministry/Departments of Govt. of India/Central PSUs/Nationalised Banks/State Govt. Departments/Autonomous /Statutory Bodies/Corporations. The copy of the experience certificate /work order issued by the respective office should be provided.
3. The bidder should have average annual turnover more than rupees **twenty five lakh** during the last three financial years
4. The bidder should have its own bank account. A **self-attested bank account statement for the last six months** prior to the date of the bidding should be provided.
5. The bidder **should have office of the company/firm/agency in the state of Odisha, Bhubaneswar**. A self-attested documentary proof should be provided.
6. The bidder should furnish a signed declaration that they have carefully read the terms and conditions of the bid and accepted all the provisions of the bid document.
7. The bidder should furnish signed declaration indicating that they have **not been blacklisted/debarred** by the Ministry/Departments of Govt. of India/Central PSUs/Nationalised Banks/State Govt. Departments/Autonomous /Statutory Bodies/Corporations and there is no litigation continuing with any Government Department is pending on account of similar services.
8. The agency/bidders are required to upload attested photocopies of the documents listed below along with the "Technical Bid" failing which the bids shall be summarily rejected and will not be considered any further.

## Self-attested documents to be submitted along with the Technical Bid

1. Registration Certificate under the Companies Act, 1956/2013 or a partnership firm registered under Indian Partnership Act or Proprietary concern.
2. Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970.
3. Copy of PAN Card.
4. Copy of the latest IT Returns filed with the Income Tax Department.

5. Copy of EPF Registration Certificate.
6. Copy of ESI Registration Certificate.
7. Copy of the GST Certificate.
8. Copy of the Turnover Statement for the last three years.
9. A self-attested bank account statement for the last six months prior to the date of the bidding.

### Technical Evaluation Criteria:

The bidder must fulfill the following technical criteria/attach the following required certificates in order to be eligible for financial evaluation and compliance of bid described in the tender document.

1. A self-attested Registration Certificate under the Companies Act, 1956/2013 or a partnership firm registered under Indian Partnership Act of Proprietary Concern.
2. A self-attested Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970.
3. A self-attested copy of PAN card.
4. A self-attested copy of the latest IT Returns filed preceding three financial years with the Income Tax Department.
5. A self-attested copy of EPF and ESI Registration certificate.
6. A self-attested copy of the Service Tax/GST Registration certificate.
7. A self-attested bank account statement for the last six months prior to the date of the bidding.
8. The bidder should have at least **three years experience** of deployment of different category of manpower in Ministry/Departments of Govt. of India/Central PSUs/Nationalised Banks/State Govt. Departments/Autonomous /Statutory Bodies/Corporations. A copy of the experience certificate/work order issued by the respective offices should be provided.
9. The average annual turnover of the company/firm/agency should not be less than rupees **twenty five lakh during the last three financial years**. Copies of self-attested audited profit & loss account /income & expenditure account and balance sheets for the last three financial years should be provided.
10. The bidder **should have office of the company/firm/agency in the state of Odisha, Bhubaneswar**. A self-attested documentary proof should be provided

## III-AWARD OF BIDDERS

### Financial Evaluation Criteria

1. The financial bid of only those bidders/agency whose Technical Bids are found qualified will be opened.
2. The evaluation of technical bid will be done by considering the parameters listed in section “Technical Evaluation Criteria” and in Annexure – 1 (Technical Bid Document).
3. The bidders score will be determined on the basis of lowest service/agency charges, excluding ESI, EPF as applicable.
4. The bidders, who quote unrealistic rate of service charges i.e. **less than 3.85% shall be debarred (as per GeM portal)** for further consideration. If the percentage with more than 2 decimal points, then up to two decimal points only be considered without rounding up.
5. In case two or more bidders offer same percentage of service charges, then the decision of the committee constituted by **CIPET:SARP-LARPM, Bhubaneswar** shall be final.
6. The rates in the financial bid should be strictly as per Annexure-II

## IV- ISSUE OF LETTER OF INTENT

1. The issue of letter of intent / work order shall constitute the intention of CIPET: SARP-LARPM, Bhubaneswar to award the work as specified in the GeM bid document with the successful agency /bidder.
2. The bidder shall within two weeks of issue of letter of intent / work order should give his acceptance along with security deposit/ performance guarantee (PG) as mentioned in bid document.
3. The bidder shall also have to sign an agreement on **Rs.100/-** non judicial stamp paper in the prescribed format to safeguard the interest of CIPET:SARP-LARPM, Bhubaneswar

## V - DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY/ BIDDER BEFORE DEPLOYMENT OF MANPOWER

1. List of manpower shortlisted by the agency for deployment containing full details, i.e. name, father’s name, mother’s name, and date of birth, residential and permanent address.
2. Bio-data of all persons along with the supporting documents in respect of age, qualification, professional qualification and experience etc.
3. Detailed proof of identity like driving license, bank account details, and proof of residence and recent passport size photograph of the personnel proposed to be deployed in CIPET:SARP-LARPM, Bhubaneswar by the agency.

4. Performance security deposit equivalent to 3 % of the amount of annual contract value in the form of DD issued by a nationalized bank in favour of CIPETLARPM, Bhubaneswar or may make online transfer of the same amount through NEFT/RTGS by any nationalized bank. Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.

## **VI - PAYMENT TERMS :**

1. The successful bidder shall submit the monthly bills in triplicate enclosing the certificate as mentioned in succeeding Para for payment.
  - (a) Acknowledgement of receipt of wages by personnel deployed duly indicating the earnings, deductions towards PF, ESI, etc.
  - (b) Copies of deposit of PF, ESI, Taxes as applicable from time to time. CIPET: SARP-LARPM, Bhubaneswar may ask for producing the originals of any documents for verification.
  - (c) Bank statement showing debits from awarding agency's bank account towards payment of wages to its personnel deployed at CIPET: SARP-LARPM, Bhubaneswar.
2. The TDS shall be made as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided by CIPET: SARP-LARPM, Bhubaneswar to the agency.
3. First payment shall be released after furnishing performance bank guarantee/ security deposit.
4. The successful bidder shall make regular and full payment of remuneration as due to its personnel under service contract with salary slips and furnish necessary proof whenever required. The payment of personnel by the agency should be made on or before 7th day of every month in a year.
5. The successful bidder will ensure the remittance of remuneration to the personnel deployed by them in CIPET: SARP-LARPM, Bhubaneswar by directly transferring into their respective bank accounts.
6. The proof of challan/receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bills will not be processed.
7. Proof of Taxes as applicable from time to time deposited with the concerned Government agencies shall be submitted with the bill.
8. In case CIPET: SARP-LARPM, Bhubaneswar receives any complaint(s) regarding non-payment of salaries to the personnel deployed by them, the amount to the personnel will be deducted from the bills of agency and paid to such personnel.

## **VII - BID SECURITY (EMI) / SECURITY DEPOSIT/PERFORMANCE GUARANTEE**

1. EMD @ 0.5% of the estimated value of contract in the form of NEFT/ RTGS in provided bank detail from any nationalized commercial bank should be submitted (except to MSME & Startups).
2. EMD of unsuccessful bidders will be refunded after finalization of bids.
3. Successful bidder has to submit Performance Guarantee / Security deposit equivalent to 3 % of the amount of annual contract value from nationalized bank to CIPET: SARP-LARPM, Bhubaneswar, which should be valid for a period of 60 days beyond the completion of the contractual obligations by the bidder. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the agency. The same will be returned after the completion of contract without interest.
4. The EMD of successful bidder will be returned only after payment of performance security

**VIII - The successful bidder will be required to execute an agreement with CIPET: SARP-LARPM, Bhubaneswar Within the period specified in the Letter of Intent/ work order on Rs.100/- non judicial stamp paper.**

## **IX - FORFEITURE OF EMD/SECURITY DEPOSIT/PERFORMANCE GUARANTEE**

1. If the successful bidder/agency refuses/fails to accept the Letter of Intent (LOI)/GeM Contract issued by CIPET: SARP-LARPM, Bhubaneswar or the work assigned to the agency/bidder are not done as per the scope of work/schedule of requirement, Security Deposit will be forfeited and the bidder will not be entertained for any bid that may be published in future by CIPET: SARP-LARPM, Bhubaneswar.
2. If the contract is terminated by CIPET: SARP-LARPM, Bhubaneswar due to poor performance/violation(s) of any clause(s) of the agreement or for any bad acts considered prejudicial by CIPET Centre of the selected bidder, security deposit/PG will be forfeited.
3. In case of quoting unreasonable price by way of disrupting the processing of on-going bid, participation of such bidder will be forfeited.
4. In case the successful bidder /agency fails to enter into the agreement with CIPET:SARP-LARPM, Bhubaneswar within the specified date mentioned in the Letter of Intent/GeM Contract, the security deposited by such bidder/agency shall stand forfeit without giving any further notice.

## **X - REJECTION OF THE BID**

1. The bidder is expected to examine all instructions, formats, terms and conditions, and scope of work in the bid documents. Failure to furnish complete information or false information/documents shall result in rejection of bid.



2. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of Director& Head CIPET: SARP-LARPM, Bhubaneswar shall be final and binding.
3. The bidder will have to upload the required documents as specified in the bid document, failing which the bid is liable to be rejected.
4. No price is to be indicated in the technical bid and if the price is mentioned in the “Technical Bid”, it may lead to rejection of the Bid.
5. Bids without proper cost as applicable will summarily be rejected as applicable.
6. Conditional bids shall not be considered and will be out-rightly rejected at the first instance.

## **XI - SERVICE DELIVERY**

Commencement of service shall be within 15 days from the date of Letter of Intent/GeM Contract issued. If any of the conditions, as per the GeM contract, are not met, the successful bidder / agency / contractor will be blacklisted and will not be considered for future proposals.

## **XII - LIQUIDATED DAMAGES**

1. The successful agency/bidder shall replace immediately any of their personnel who are found unacceptable to CIPET: SARP-LARPM, Bhubaneswar due to security risks, incompetence, conflict of interest, improper conduct etc. upon receiving notice from the CIPET: SARP-LARPM, Bhubaneswar, The delay in providing a substitute beyond five working days would attract a penalty @ Rs.3000/- per day on the manpower service providing agency. In case of delay of more than 15 days, CIPET: SARP-LARPM, Bhubaneswar may, at its discretion, terminate the contract.
2. The successful agency/bidder shall immediately provide substitute(s) in the event of any person(s) leaving the job due to his/her personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @ Rs. 3000/- per day on the service providing agency. In case of delay of more than 15 days, CIPET: SARP-LARPM, Bhubaneswar may, at its discretion, terminate the contract.

## **XIII - CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, CIPET: SARP-LARPM, Bhubaneswar may, at its discretion, ask the bidder for any clarification(s) of their bid. The request for clarification and the response shall be by GeM only and no change in the price or substance of the bid shall be sought, offered or permitted. However, no post bid clarification at the initiative of the bidder shall be entertained.

## **XIV - CANCELLATION BY DEFAULT**

CIPET: SARP-LARPM, Bhubaneswar may, without prejudice to any other remedy for breach of the GeM contract, cancel the contract in whole or part after serving a notice in writing.

- i) If the bidder/agency fails to provide services within the time period specified in the GeM contract.
- ii) If the bidders/agency fails to perform any other obligations as mentioned in the GeM contract.

## **XV - BLACKLISTING**

A Company / firm which has been blacklisted /debarred by or is engaged in any continuing litigation on account of similar services with; any of the Government Departments - as mentioned at sub-clause no. 7 of clause II of "Instruction to Bidders and General Terms & Conditions" of this document, is not eligible to participate in the bidding process. If at any stage of bidding process or during the currency of the work order, such information comes to the knowledge of CIPET: SARP-LARPM, Bhubaneswar, CIPET: SARP-LARPM, Bhubaneswar shall have the right to reject the bid or cancel the Gem contract, as the case may be, without any compensation to the bidder. Bidders/agencies have to submit an undertaking to this effect that they have not been blacklisted /debarred by any of the above mentioned Government Departments.

## **XVI - JURISDICTION FOR DISPUTE REDRESSAL**

All disputes or differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of the work order or the breach thereof shall be subject to court at **Bhubaneswar, Odisha.**

## **XVII - FORCE MAJEURE**

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, fire, floods, earthquakes, explosions, epidemics, strikers and quarantine restrictions by acts of God, (herein after referred to as eventualities) then, provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.

**Director& Head**  
**CIPET:SARP-LARPM, Bhubaneswar**

## ANNEXURE- I

### TECHNICAL BID DOCUMENT

1.	Name of Agency / Firm	
2.	Profile of the Agency / Firm	
3.	Name of Proprietor/Principal Director of the agency	
4.	Full address of registered office	
5.	(a) Telephone No.	
6.	(b) Fax No.	
7.	(c) Mobile No.	
8.	(d) e-mail address	
9.	Correspondence address of office	
10.	Full address of branch office	
11.	Banker of Agency with its full address (Attach self- attested copy of Bank A/c for the last six months prior to the date of the bidding issued by the banker and telephone no. of banker).	
12.	Registration No. of the Agency (as per (a) in Technical Evaluation Criteria)	
13.	PAN/TIN No. of the agency(Attach attested copy of PAN/TIN card of the Agency)	
14.	GST Registration No.(Attach attested copy of the Registration Certificate)	
15.	EPF Registration No.(Attach self-attested copy of the Registration Certificate)	
16.	ESI Registration No. (Attach self-attested copy of the Registration Certificate)	
17.	Financial turnover of the agency for the past Three Financial Years (copy of the IT returns filled in respect thereof and a copy of the turnover statement for the last three financial years must be more than <b>Rs.25.00 lakhs</b> , duly certified by the Chartered Accountant, to be attached in the following format):	
	Financial Year	Amount (Rs. in lakhs)
18.	Details of major contracts with Central Government / State Government/PSU/ Reputed Private Firms handled by the tendering agency/bidder of providing manpower during the last 3 years (in the following format (attested copies of the last 3 years' experience certificate/work award may be enclosed).	Remarks, if any

Sl. No.	Details of clients along with address telephone and fax no. & email address	Amount of contract (monthly/Rs.Inlakhs)	Duration of contract	Name of contract/ type of manpower provided	No. of persons deployed
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

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

## DECLARATION

I.....son/daughter/wife of Shri/Smt.....  
Proprietor/Principal Director/Authorized signatory of the agency mentioned above is competent to sign this declaration and execute this tender document.

I have carefully read and understood all the terms and conditions laid down in the E- tender and undertake to abide by them.

The information/documents furnished along with the above bid/application are true and authenticate to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender/bid at any stage besides liabilities towards prosecution under appropriate law.

(Signature of the authorized person)

Name

Date

Place \_\_\_\_\_

Office seal

## ANNEXURE - II

### PROFORMA OF MONTHLY SALARY SLIP TO BE ISSUED BY CONTRACTOR TO ITS EMPLOYEES

Pay slip for the month of	
Employee Number	
Designation	
ESI Number	
Bank Account Number	
Monthly wages	
Deduction towards ESI	
Deduction towards EPF	
Total deduction	
Net pay in Hand	

## ANNEXURE – III

### **MODEL AGREEMENT / CONTRACT TO BE EXECUTED WITH SERVICE PROVIDING AGENCY**

**(To be executed on Non- Judicial Stamp Paper of Rs.100/-)**

THIS AGREEMENT IS EXECUTED ON THIS THE \_\_\_ DAY OF \_ (Month) OF THE YEAR TWO THOUSAND

\_\_\_\_\_

BETWEEN

(Name of CIPET Centre in full and complete postal address); hereinafter referred to as the CIPET Centre with location) of the ONE PART.

**AND**

M/s \_\_\_\_\_ registered under \_\_\_\_\_ having its registered Office at \_\_\_\_\_ (hereinafter referred to as the “AGENCY” or “CONTRACTOR” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the OTHER PART.

The CIPET Centre and the CONTRACTOR are individually referred to as a “Party” and collectively referred to as “Parties”.

WHEREAS the CONTRACTOR has agreed to deploy manpower at the aforesaid location under CIPET Centre in accordance with Tender No. \_\_\_\_\_ date \_\_\_\_\_ at the rates quoted by the Contractor vide their financial bid; and

WHEREAS, CIPET: SARP-LARPM, Bhubaneswar has accepted the bid of the CONTRACTOR and has agreed to take the services of manpower to be provided by the CONTRACTOR;

The following shall be the TERMS AND CONDITIONS of THIS AGREEMENT:

### **Terms and Conditions:**

1. Date of commencement of the contract would be (Date) The Agreement will be valid for a period of one year. The rates quoted by the Agency shall be fixed for a period of one year and no request for any change / modification shall be entertained before the expiry of the agreement period. Any statutory increase in wages/ D.A, etc. is to be absorbed by the Agency.
2. The Manpower Service Providing Agency must ensure compliance of the provisions of Employees Provident Funds & Miscellaneous Provisions Act, 1952, Workmen Compensation Act, along with other labour laws as applicable.
3. All services shall be performed by persons qualified and skilled as per the eligibility criteria indicated for each category to execute the job responsibilities of the category of manpower hired for such services in Schedule – I Part – C.

4. The persons supplied by the Agency should not have any Police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons, who are being placed for work in CIPET Centers.
5. The character and antecedents of each personnel of the Service Providing Agency will be got verified by the Service Providing Agency through local police before their deployment.
6. Proof of identity like Aadhar details, driving license, recent photograph, bank account details, proof of residence, Medical fitness certificate and Police verification report shall be submitted by the manpower service providing Agency to CIPET Centre.
7. The Service Providing Agency shall engage necessary number of persons as required by CIPET Centre from time to time.
8. The successful Bidder/Agency shall provide the required manpower services, as specified in the contract within one week after execution of the Contract.
9. The Centre Head shall verify the credentials of the manpower provided by the Agency and after such scrutiny, as may be required, may allow the manpower provided by the Agency to render their Service at the CIPET Centre.
10. The Centre Head may, at its discretion, reject any of the manpower provided by the Agency and may at any time, ask the Agency to replace the manpower.
11. The said person(s) engaged by the Service Providing Agency shall be the employee(s) of the Manpower Service Providing Agency and it shall be the duty of the Manpower Service Providing Agency to pay their wages every month. There is no Master and servant or Employer and Employees relationship between the manpower provided/deployed by the Service Providing Agency at CIPET Centre.
12. No person deployed by the service providing agency in connection with rendering services at any of the CIPET Centres shall claim any benefit/ Compensation/ absorption/ regularization of service from/ in CIPET Centre under the provision of Contract Labor (Regulation & Abolition) Act, 1970 or any other law.
13. The person deployed by the manpower service providing agency in connection with rendering services at any of the CIPET Centres shall not divulge or disclose to any un-authorized person any details of office operations, processes, technical know-how, security arrangements, administrative/ organizational matters and any information related to Intellectual Property Rights, Patents and Copy rights of the CIPET.
14. The person deployed by the manpower service providing agency in connection with rendering services at any of the CIPET Centres should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of CIPET.



15. The Manpower Service Providing Agency shall be responsible for any act of indiscipline on the part of persons deployed by him.
16. The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the CIPET Centre.
17. The CIPET Centre may require the Manpower Service Providing Agency to withdraw or remove any person or persons deployed by the Manpower Service Providing Agency at the CIPET Centre, who are not found suitable or are incompetent or for his misconduct and the Manpower Service Providing Agency shall forthwith comply with such requirements. The Manpower Service Providing Agency shall replace immediately any of its personnel if they are unacceptable to CIPET Centre because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving such notice from CIPET Centre.
18. The Manpower Service Providing Agency has to provide photo identity cards to the persons deployed by it at the CIPET Centre for carrying out the specified tasks. These cards are to be constantly displayed & their loss reported immediately.
19. The Manpower Service Providing Agency shall ensure proper conduct of its persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering without work etc.
20. The transportation, food, medical and other statutory requirements in respect of each personnel deployed by Manpower Service Providing Agency in the CIPET Centre shall be the responsibility of the Manpower Service Providing Agency.
21. Working hours would be normally from 9.00 A.M. to 5.30 P.M. during working days including ½ an hour lunch break in between. However, in exigencies of work, they may be required to work till late and the personnel may also be called on holidays, if so required.
22. The agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, liability for any expenditure whatsoever on the persons deployed by the Agency on account of any obligation. The agency will be required to provide particulars of PF, Group Insurance, EPF and ESI etc. of the manpower deployed by it- at CIPET Centre.
23. The Manpower Service Providing Agency will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of CIPET Centre.
24. The Manpower Service Providing Agency shall be contactable at all times and message sent by phone / e- mail / Fax / Special Messenger from CIPET Centre to the Manpower Service Providing Agency shall be acknowledged immediately on receipt on the same day. The Manpower Service Providing Agency shall strictly observe the instruction issued by CIPET Centre in fulfillment of the contract from time to time.

25. CIPET Centre shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the manpower deployed by the Manpower Service Providing Agency at the CIPET Centre.
26. The Manpower Service Providing Agency on its part and through its own resources shall ensure that the goods, materials and equipment's etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for all act of commission and omission of the manpower deployed by it at the CIPET Centre. If CIPET Centre suffers any loss or damage on account of negligence, default or theft on part of the manpower/ agents of the agency, then the agency shall be liable to reimburse the same to CIPET Centre. The agency shall keep CIPET Centre fully indemnified against any such loss or damage.
27. The persons engaged by the Agency shall be compulsorily required to enroll themselves in the Aadhaar based Biometric Attendance system. Attendance registered by the staff in the Biometric Attendance system only shall be taken as proof of their attendance in the office and on the basis of which wages/ remuneration will be calculated.
28. The successful bidder/agency shall furnish performance security deposit of such amount as may be specified in the GeM bid Document, in the form of Demand Draft (DD)/NEFT/RTGS from anynationalized bank in an acceptable form safeguarding the interest of the CIPET Centre in all respects. The performance security deposit shall remain valid for a period of 60 days beyond the date of expiry of the contract of the Service Providing Agency. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by CIPET Centre or on non-compliance of the terms & conditions of agreement by the Manpower Service Providing Agency or frequent absence from duty / misconduct on the part of manpower supplied by the agency.
29. The Service Providing Agency shall not assign, transfer, pledge or sub- contract the performance of service without the prior consent of CIPET Centre.
30. In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Head of concerned CIPET Centre whose decision shall be binding on both the parties.

## **Forfeiture of EMD/ Security Deposit/ Performance Guarantee:**

1. If the successful bidder/agency refuses/fails to accept Letter of Intent (LOI)/GeM contract issued by CIPET: SARP-LARPM, B-25 CNI Complex Patia, Bhubaneswar 751024. or the work assigned to the agency/bidder are not done as per the scope of work/schedule of requirement, Security Deposit will be forfeited and the bidder will not be entertained for any bid that may be published in future at CIPET:SARP- LARPM, Bhubaneswar.
2. If the bidder withdraws bid any time after expiry of time of submission of Bids.
3. If the contract is terminated by CIPET: SARP-LARPM, B-25 CNI Complex Patia, Bhubaneswar 751024 due to poor performance/violation(s) of any clause(s) of the agreement or for any bad act of selected bidder, security deposit/PG will be forfeited.
4. In case of unreasonable price quoted by the bidder for disrupting the bidding process, EMD of such bidder will be forfeited.
5. In case the successful agency fails to enter into the agreement with CIPET: SARP-LARPM, B-25 CNI Complex Patia, Bhubaneswar 751024 within the specified date mentioned in the letter of intent/GeM contract, the security deposited by such agency shall stand forfeited without giving any further notice.

## **PAYMENT OF BILLS TO AGENCY**

1. The Manpower Service Providing Agency will submit the bill, in triplicate, in respect of the billing cycle of each month by the end of the month. The payment will be released by the CIPET Centre after verification of the attendance and after deducting taxes etc. deductible at source under the laws in force.
2. The concerned In-charge of the Centre with whom such manpower is deployed, shall submit details of days when contractually engaged manpower was away from Centre on duty or tour and could not punch his bio-metric attendance at the Centre.
3. The Manpower Service providing agency, shall provide to the CIPET Centre documentary proof in respect of :
  - i) Deposit to PF in the PF Account of each of the manpower;
  - ii) Deposit of contribution to the ESI.
  - iii) TDS from the remuneration of the manpower, wherever, applicable;
  - iv) Any other deduction, as applicable.
4. No wage / remuneration will be paid to any staff for the days of absence from duty.

## **RENEWAL OF CONTRACT:**

The contract / agreement may be renewed annually subject to a maximum term of 3 years and subject further to satisfactory performance of the agency with such amendments as may be mutually agreed to.

## **TERMINATION OF CONTRACT:**

1. The agreement can be terminated by either party by giving one month's advance notice in writing. If the agency seeks to terminate the contract without giving one month's notice in writing for termination of the agreement, the Agency shall be liable to pay an amount equivalent to one month's wages in respect of all the manpower deployed by it in pursuance of the contract at the CIPET Centre and any amount due to the agency from CIPET Centre, as on the date, shall be forfeited by the CIPET Centre.
2. That on the expiry of the agreement, as mentioned above, the agency will withdraw all its manpower deployed at the CIPET Centre and clear their accounts by paying them all their legal dues. In case of any dispute raised by the manpower deployed by the agency at the CIPET Centre on account of the termination of the contract of the agency same shall be the sole responsibility of the agency to resolve it and CIPET Centre shall remain indemnified from being named as a party, in case the matter is referred to Court of Law of appropriate.

## **PENALTY AND LIQUIDATED DAMAGES:**

1. The Agency shall be responsible for faithful compliance of the terms and conditions of this agreement. Failure on the part of the contractor, may attract forfeiture of the security deposit as well as the termination of their contract and getting the work done through some outside agency at their cost and risk, during the remaining period of contract.
2. The successful Agency shall replace immediately any of its personnel who are found unacceptable to CIPET Centre because of incompetence, conflict of interest, improper conduct or security risk or any other reason and upon receiving such notice from the CIPET Centre, the delay in providing a substitute beyond five working days would attract a penalty @3000/-per day on the service providing agency. In case of more than 15 days delay, the CIPET Centre may at its discretion terminate the contract.
3. The successful agency shall immediately provide a substitute in the event of any person leaving the job due to his personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @ Rs.3000/-per day. In case of more than 15 days delay, the CIPET Centre may in its discretion terminate the contract.

## CANCELLATION BY DEFAULT:

1. The CIPET Centre may, without prejudice to any other remedy for breach of any of the provisions of the contract, by a written notice of default sent to the Agency/ Bidder, cancel the contract in whole or in part.
2. The CIPET Centre may also, by a written notice of default, cancel the contract, if the agency/bidder fails to provide services within the time period specified in the contract.

## BLACKLISTING:

1. An establishment - whether a company or a firm, **blacklisted/debarred** by Ministry/Departments of Govt. of India/Central PSUs/ Nationalized Bank/State Govt. Department/ Autonomous /Statutory Bodies/Corporations or if there is any litigation continuing with any of the above describe Government Departments on account of similar services, is not eligible to participate in the bidding process.
2. If at any stage of bidding process or during the currency of the contract, such information comes to the knowledge of CIPET, the CIPET Centre shall have the right to reject the bid or cancel the contract, as the case may be without any compensation to the Agency/Bidder
3. Every Bidder/Agency has to submit an undertaking to the effect that they have not been blacklisted/debarred by any Ministry/Departments of Govt. of India/Central PSUs/ Nationalized Bank/State Govt. Department/ Autonomous /Statutory Bodies/Corporations and, that there is no litigation continuing with any of the above describe Government Departments on account of similar services.
4. If any Bidder/Agency fails to carry out the contract or if any Bidder/Agency has committed any breach of any of the terms of the contract, such Bidder/Agency without any prejudice to any other action that may be taken against such Bidder/Agency may be **blacklisted** by the CIPET Centre.

## JURISDICTION FOR DISPUTES REDRESSAL:

All Disputes arising between the parties to the contract, shall be subject to the jurisdiction of courts of law at **Bhubaneswar**

In WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

Signed for and on behalf of  
CONTRACTOR  
Signature of the bidder with seal

Signed for and on behalf of  
CIPET Centre Head  
Name \_\_\_\_\_  
Designation \_\_\_\_\_(Office Seal)