

**CIPET: CENTRE FOR SKILLING AND TECHNICAL SUPPORT (CSTS), BADDI**

Department of Chemicals & Petrochemicals  
(Ministry of Chemicals & Fertilizers, Govt. of India)  
Plot No 198/ 201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP – 174 103  
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**E-Tender FOR OUTSOURCING OF MANPOWER SERVICES**

**E-Tender No: CIPET: CSTS/BADDI/MANPOWER/20-21/01 Dated: 12 July, 2020**

**Last Date of Submission: 03 August, 2020 up to 10.00 hrs.**

**Outsourcing Manpower Services at  
CIPET: CSTS Baddi, Plot No 198/201,  
Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP - 174103**

**Newspaper Advertisement published in Times of India (English) and Punjab Kesari (Hindi)  
Himachal Edition on 12 July, 2020**

### **E-Notice Inviting Tender**

CIPET: CSTS, Baddi invites online Tenders from registered and authorized contractors in two Bid Systems (Part 1 Technical and Part 2 Financial) for engagement of High Skilled/Skilled/Unskilled manpower for the work of Technical / Academic services / Office Work / etc at CIPET: CSTS Baddi, Plot No 198/201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP - 174 103.

#### **Important Information and Dates**

Sl. NO	Description	Details
1	Purchaser	CIPET: CSTS, Baddi
2	Tender No	CIPET: CSTS/BADDI /MANPOWER /20-21/01; Dated : 12 July, 2020
3	Online Tender submission of bid	<a href="http://www.tenderwizard.com/CIPET">www.tenderwizard.com/CIPET</a>
4	Online Tender information available at	<a href="http://www.cipet.gov.in/">www.cipet.gov.in/</a> <a href="http://www.eprocurement.gov.in/cppp">www.eprocurement.gov.in/cppp</a>
5	E-Tender Fees (including GST)	Rs. 1,180/- (One Thousand One Hundred Eighty Only)
6	Earnest Money Deposit EMD (in Rs.)	Rs. 1,50,000 (One Lakhs Fifty Thousandonly)
7	Security Deposit (in Rs.)	Rs. 5,00,000 (Five Lakhs only)
8	Date of E-Tender Publication	12 July, 2020
9	Date of Time of Issue or download Tender	12 July, 2020
10	Last Date and Time for sale of Tender	03 August, 2020 up to 09:30 Hrs
11	Last Date and Time for Submission of Tender	03 August, 2020 up to 10:00 Hrs
12	Date, Time and place of opening of Technical bid	03 August, 2020 11.00 Hrs CIPET: CSTS, Baddi, Plot No. 198/201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP – 174 103
13	Date and Time of opening of Financial bid	Opening of financial bid date, time, and venue will be conveyed to the technically qualified bidder by post/mail/telephonically.
14	CIPET: CSTS, Baddi online Bank Details	CIPET VTC BADDI A/C No : 35415760064 Branch Code: 5397 IFSC Code: SBIN0005397 MICR: 160002031

### **Notice Inviting Tender**

E-Tender No: CIPET: CSTS/BADDI/MANPOWER/20-21/01; Dated: 12 July, 2020

The prescribed Tender Form containing the details may be obtained from website [www.tenderwizard.com/CIPET](http://www.tenderwizard.com/CIPET), [www.cipet.gov.in](http://www.cipet.gov.in) and [www.eprocurement.gov.in/cppp](http://www.eprocurement.gov.in/cppp) up to 03.08.2020 up to 09.30 Hrs. The Tender Fee and EMD will be accepted in Online Transfer RTGS/NEFT State Bank of India "CIPET VTC BADDI" Current A/c No- 35415760064, IFSC Code SBIN0005397.

The online bidding documents (Technical bid, EMD and Financial bid) duly filled in as per the instructions of the e-tender document submission on line latest by 10.00 hrs on 03.08.2020 and offline tender document shall not accepted it may be treated as rejected.

The Tender-bidders have to quote only online bid (Part 1 Technical and Part 2 Financial) engagement of High Skilled/Skilled/Unskilled manpower for the work of Technical / Academic services / Office Work / etc Technical Bid shall be opened on 03.08.2020 at 11:00 hrs in the presence of Tender Committee Members & Tender-bidders in Conference Hall. The Institute reserves right to reject any or all the tenders without assigning any reasons, thereof.

The tender documents giving full details terms and conditions can be downloaded from Web Site [www.tenderwizard.com/CIPET](http://www.tenderwizard.com/CIPET), [www.cipet.gov.in](http://www.cipet.gov.in) and [www.eprocurement.gov.in/cppp](http://www.eprocurement.gov.in/cppp). The offers will be submitted in online which will contain as follows:

### **Content of Bidding Documents**

List of Documents to be uploaded online

01. Upload Paid E.M.D. & Tender fess scan copy (Directly Online Transfer on CIPET A/c No- 35415760064 and IFSC Code SBIN0005397
02. Profile of the Manpower supply Contractor on letter head.
03. Name of the owners/partners/director of the firm/company /corporation and their addresses.
04. Valid license copy of registration of the firm /company.
05. Valid copy Labour registration.
06. Valid copy GST, PAN, PF and ESIC registration.
07. Work order copy of similar work in last 3 years as copy.
08. Name and addresses of bankers with whom the account is maintained.
09. Last three years balance sheet with Income Tax Returns and Balance Sheet (2017-18, 2018-19 and 2019-2020)
10. Last two years Average Annual Turnover of not less than Rs. 25 Lakhs ( 2018-19 and 2019-2020) through Chartered Accountant.
11. Number of disputes arises with clients, reasons of disputes and present position of disputes of detail. (on company letter head)

### **Financial Bid Details -As per online Schedule**

Price bid of the bidder, whose Tender cost, EMD and Technical bid found in order shall be opened. Director& Head, CIPET: CSTS, Baddi, 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: CSTS, Baddi

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**Scope of work**

01 Actual number of manpower will be finalized after award of work in consultation with concerned sections of CIPET: CSTS, Baddi. The number of manpower may increase or decrease later as per requirements.

02 Detailed of manpower required- (Approximately 20 to 30 Staff Which may increased /decreased in future)

Sl. No	Particular	Qualification
1	Shop floor/ work shop Operator (Testing/ Processing / Tooling & CAD/CAM / Skill Training)	Full time Diploma / ITI in the relevant discipline. in specific subject is also required as per Institute requirement should held satisfactory experience.
2	Helper / MTS	8th Pass- should held satisfactory experience.

03 The Agency may quote their Management/Service charges, in percentage only both in figure and words. Other than service charges, all other tax/ charges will be levied as per the Govt. Norms only. (As per the format enclosed at annexure).

04 The CIPET will pay the employer's 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). Difference of wages will be paid as and when required as per the department of labour Govt. of India

The CIPET will pay the employer's Contribution towards Employees Provident fund (EPF) and Employees State Insurance (ESIC) as limit of Wages/Salary.

**SCHEDULE OF REQUIREMENT**

Director and Head CIPET: CSTS Baddi, invites sealed Bids from reputed and financially sound agencies / bidders for providing outsource manpower services in CIPET: CSTS Baddi in a two bid system taking into account the following conditions:

1. CIPET: CSTS Baddi has initial requirement of manpower as detailed in "Section-C" (Technical requirement of Manpower) of the tender document. The requirement of CIPET: CSTS

Baddi 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: CSTS Baddi and performance of the agency.

**A. LIABILITIES AND CONTROL, ETC. OF THE PERSONS DEPLOYED**

1. The successful agency/ bidder shall ensure that the individual manpower deployed at CIPET: CSTS Baddi confirms to the technical specification of education and skill prescribed in "Section-C" of the tender document.

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: CSTS Baddi 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 2 recent passport size photographs of the personnel to be deployed by the agency in CIPET: CSTS Baddi

3. The successful agency/bidder shall ensure that the personnel deployed are medically fit.

4. The successful agency/bidder shall be responsible for proper conduct of his/her/their personnel at CIPET: CSTS Baddi premises. In case of any damage/loss/theft etc., to the property of CIPET: CSTS Baddi 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: CSTS Baddi or the same could be recovered from the performance guarantee, monthly payments due to the agency.

5. The personnel deputed to CIPET: CSTS Baddi 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: CSTS Baddi.

6. The personnel deputed to CIPET: CSTS Baddi shall not be changed by the agency under any circumstances unless there is a specific request from CIPET: CSTS Baddi

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: CSTS Baddi and CIPET: CSTS Baddi 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: CSTS Baddi. The persons deployed by the agency/bidder at CIPET: CSTS Baddi shall not have claims of any employer and employee relationship against CIPET: CSTS Baddi.**

**9. The successful agency/bidder shall be solely responsible for the redressal of grievance/ resolution of dispute relating to persons deployed. The CIPET: CSTS Baddi shall in no way be responsible for settlement of such issues whatsoever.**

10. CIPET: CSTS Baddi 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: CSTS Baddi during the currency 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: CSTS Baddi.

### **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, payment of Bonus, etc., in respect of the persons deployed by them in the CIPET: CSTS Baddi.

2. CIPET: CSTS Baddi apart from the remuneration, will reimburse to the agency all statutory charges towards ESI, EPF and Bonus, 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 bidder to CIPET: CSTS Baddi 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: CSTS Baddi is put to any loss/obligation, monetary or otherwise, the CIPET: CSTS Baddi 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 to the concerned authority of CIPET: CSTS Baddi 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: CSTS Baddi

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: CSTS Baddi.

### **C. TECHNICAL REQUIREMENT OF MANPOWER TO BE DEPLOYED**

The eligibility criteria for personnel to be deployed by successful agency/bidder in CIPET: CSTS Baddi shall be as per details given in Part -B of Schedule -I appended to Guidelines for Engagement of Manpower in CIPET on Contract, 2020. 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:-

Sl. No.	Name of service to be procured (as per details of column - 2 of Schedule -I of Part-B)	No of manpower required	Nature of the duty to be performed by the contractually engaged manpower (as per details of column - 3 of Schedule -I of Part-B)	Minimum educational qualification with experience (as per details of column - 4 of Schedule -I of Part-B)	Remuneration range / Consolidated Remuneration to be paid per month (as per details of column - 5 of Schedule -I of Part-B)	Tenure (in years) (As per details of column - 6 of Schedule -I of Part-B)	Remarks

**Note:**

(1) The educational qualification can be relaxed with the approval of Director and Head, CIPET: CSTS Baddi

(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 a.m to 5:30 p.m., 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. The tender should be submitted in online Two-Bid system. "Technical Bid" & "Earnest Money" and "Financial Bid".
2. The tender documents shall be treated as "confidential".
3. Bid shall be submitted with a forwarding letter head of the bidder/agency duly signed and stamped by authorized signatory on each page to ensure the compliance of scope, services and general terms and conditions of the tender under reference.
4. Technical Bid should be submitted by the bidder strictly as per Bidder eligibility criteria with documentary evidence prescribed.
5. No overwriting, corrections and striking in the financial bid format is permitted. All entries in the bid/tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
6. Each page of the tender document should be signed and stamped by authorized signatory.
7. Rates of all personnel should be quoted, otherwise the bid shall be rejected. Rates should be quoted, both in figures & words, inclusive of all taxes. In case of variation between the rates quoted in figures and words, one in words shall be taken as final.
9. CIPET: CSTS Baddi, Plot No 198/201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP 174103, reserves the right to modify/relax any of the terms & conditions of the tender.
10. Pre-Bid inspection/Survey: The bidder may visit CIPET: CSTS Baddi to have an understanding of the requirements during working hours of CIPET: CSTS Baddi.
11. The selected bidder shall undertake to abide by all rules, regulations and laws and shall agree to keep itself liable and responsible for any such violation directly before Director and Head, CIPET: CSTS Baddi, Plot No. 198/201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP, 174103, the Competent Authority.
12. CIPET: CSTS Baddi may renew the contract for a further period on the same terms and conditions depending upon the requirement of manpower, administrative convenience of CIPET: CSTS Baddi, Plot No. 198/201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP, 174103 and performance of the agency.
13. Bids once submitted shall not be allowed to be withdrawn. Any default after acceptance of bid shall be deemed to be non-compliance of the terms of contract and would be liable to forfeiture of EMD deposit and cancellation of contract.
14. Bidders/ authorized representative duly authorized in writing on letter head are requested to be present at the time of opening of the bids. If the date of tender opening, by any chance happens to be a holiday, the tender will be opened on the next working day at the stipulated time.
15. CIPET: CSTS Baddi, Plot No. 198/201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP, 174103 however, reserves the right to terminate/curtail/cancel the contract at any time after giving one week's notice 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.
- 16. 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.**
17. CIPET: CSTS Baddi, Plot No. 198/201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP, 174103 reserves the right to reject any or all the tenders or accept them in part or to reject lowest tender.

18. The successful bidder may also opt for premature cancellation of the contract by giving one months' notice in writing. If contract is cancelled without any notice, CIPET: CSTS Baddi, Plot No. 198/201, Near Biogenetic Pvt. Ltd., Jharmajri, HP, 174103 reserves the right to forfeit the EMD/PG of the successful bidder.

19. 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.

20. The bidder will be bound by the details furnished by him to CIPET: CSTS Baddi, Plot No. 198/201, Near Biogenetic Pvt. Ltd., Jharmajri, HP, 174103 while submitting the tender/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.

**Eligibility Criteria for the Agency/Bidder:**

(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 provided.]*

(2) The bidder should have at least two 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. A copy of the experience certificate or work order(s) issued by the respective office should be provided.



(3) The bidder should have a bank account in his name. *[A self-attested bank account statement for the last six months should be provided.]*

(4) The bidder should have office of the company/firm/agency at the location of CIPET Centre Baddi. *[A self-attested documentary proof should be provided.]*

(5) The bidder should furnish signed declaration indicating that they have carefully read the terms and conditions of the tender and accepted all the provisions of the tender document.

(6) The bidder should furnish a signed declaration 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 with any Government Departments is pending on account of similar services.

(7) The tenderer/bidders are required to enclose attested photocopies of the documents listed above and in the Tender Document along with the "Technical Bid" failing which the bids shall summarily be rejected and will not be considered further.

#### **SELF ATTESTED DOCUMENTS TO BE SUBMITTED ALONGWITH 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 Service Tax Registration certificate.
8. Copy of the Turnover Statement for the last two years.
9. A self-attested bank account statement for the last six months.

#### **TECHNICAL EVALUATION CRITERIA**

The bidder must fulfil 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 Contact 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 two financial year with the Income Tax Department.
5. A self-attested copy of EPF Registration certificate.
6. A self-attested copy of ESI Registration certificate.
7. A self-attested copy of the Service Tax/GST Registration certificate.
8. A self-attested bank account statement for the last six months.
9. The bidder should have at least 2 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.
10. The average annual turnover of the company/firm/agency should not be less than rupees Twenty Lakh during the last two financial years. Copies of self-attested audited profit & loss account /income & expenditure account and balance sheets for the past two financial years should be provided.
11. The bidder shall deposit Earnest Money (EMD) as specified in the Tender Document, while submitting the bid in the manner as specified in the Tender Document.

12.The Bidder should be registered License under contract labor (Regulations & Abolition) Act, 1970 should have PAN. GST, PF & ESI registration.

13.The Bidder shall have well established office in Baddi/Chandigarh since last 3 years and having client in Baddi (Enclosed the list).

### **Financial Evaluation Criteria**

1. The financial bid of only those bidders/tenderers whose Technical Bids are found in order will be opened. The financial bid shall be opened at a later stage. The scheduled time and venue for opening the financial bids will be communicated to only those bidder/tenderers whose Technical bids are found in order.
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. After evaluation of technical bids, the financial bids of only technically qualified bidders will be opened.
4. The bidders score will be determined on the basis of lowest service/agency charges, excluding ESI, EPF as applicable (arrived on the basis of comparison of financial quote of all the bidders).
5. The bidders, who quote unrealistic rate of service charges i.e. 0% shall be debarred for further consideration. If the percentage with more than 2 decimal points, then upto two decimal points only be considered without rounding up.
- 6. In case two or more bidders offer same percentage of service charges, then the bidder having highest turnover will be considered as L1.**
7. The rates in the financial bid should be strictly as per Annexure-II.

### **ISSUE OF LETTER OF INTENT**

1. The issue of letter of intent / work order shall constitute the intention of CIPET: CSTS Baddi, Plot No. 198/201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP, 174103 to award the work as specified in the tender 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.

#### **Submission of documents by the successful Agency/Bidder:**

A successful Bidder / Agency shall submit the following documents:-

- (1) List of manpower shortlisted by the agency for deployment containing full details i.e., name, father's name, mother's name, 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 AADHAR Card, driving license, bank account details, proof of residence and recent photograph of the personnel proposed to be deployed in the CIPET: CSTS Baddi by the agency.

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: CSTS Baddi, Plot No. 198/201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP, 174103.

**Submission of Performance Guarantee :**

- (1) Successful bidder/agency shall, after receipt of letter of intent, submit performance guarantee, equivalent to 10% of the amount of annual contract value or as specified in the tender document, whichever is higher, in the form of FDR issued by a nationalised bank in favour of the concerned CIPET: CSTS Baddi
- (2) Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.
- (3) The Centre Head shall ensure refund of EMD/Security Deposit of unsuccessful bidders immediately after finalization of the bids.

**Execution of Contract:**

- (1) After receipt of acceptance from the successful bidder/agency, and on submission of the Performance Guarantee, the Centre Head shall ask the concerned successful Agency to execute the contract with the CIPET Centre within the specified period on a Non-Judicial Stamp Paper of the requisite amount.
- (2) A model contract to be executed between CIPET centre and the successful bidder/agency is appended with these guidelines.

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

- (1) If the bidder withdraws tender any time after expiry of time of submission of bids, security deposit/PG submitted by them shall be forfeited.
- (2) In case of unreasonable price quoted by the bidder for disrupting the tender process, EMD of such bidder will be forfeited.
- (3) In case, the successful bidder/agency fails to execute the agreement with CIPET:CSTS Baddi within the specified date mentioned in the letter of intent/work order, the EMD and/or security deposit furnished by such bidder/agency shall stand forfeited without giving any further notice.
- (4) If the successful bidder/agency refuses/fails to accept Letter of Intent (LOI)/Work Order issued by CIPET:CSTS Baddi or the works assigned to the agency/bidder are not done as per the scope of work/schedule of requirement, EMD/Security Deposit will be forfeited and the bidder will not be entertained for any tenders that may be published in future by CIPET:CSTS Baddi
- (5) If the contract is terminated by CIPET:CSTS Baddi due to poor performance or for violation(s) of any of the clause(s) of the Agreement or for breach of any of the conditions of the Agreement, CIPET:CSTS Baddi may proceed to forfeit the security deposit/PG.

**Placement of Manpower Services by Agency :**

- (1) The successful bidder/agency shall provide the required manpower services, as specified in the contract within one week after execution of the contract.
- (2) 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:CSTS Baddi.
- (3) The Centre Head may, at his discretion, reject any of the manpower provided by the agency and may at any time, ask the agency to replace the manpower.

**Obligations of Manpower Providing Agency:**

- (1) The 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 from time to time.
- (2) All services shall be performed by qualified and skilled persons 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 – B.

(3) The persons supplied by the agency should not have any adverse record in the police station / 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:CSTS Baddi through local police before their deployment.

(4) Proof of identity like AADHAR card, driving license, recent photograph, bank account details, proof of residence, medical fitness certificate and police verification report shall be submitted by the service providing agency to CIPET:CSTS Baddi.

(5) The service providing agency shall engage sufficient number of persons as required by CIPET:CSTS Baddi from time to time.

(6) Person(s) engaged by the service providing agency shall be the employee(s) of the service providing agency and it shall be the duty of the service providing agency to pay their wages every month. There is no master and servant or employer and employee relationship between the manpower provided/deployed by the service providing agency with CIPET:CSTS Baddi.

(7) No person deployed by the service providing agency in connection with rendering services at any of the CIPET:CSTS Baddi shall claim any benefit/ compensation/ absorption/ regularization of service from/ in CIPET:CSTS Baddi under the provision of Contract Labour (Regulation & Abolition) Act, 1970 or any other law in force.

(8) The person deployed by the service providing agency in connection with rendering services at any of the CIPET:CSTS Baddi 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.

(9) The person deployed by the service providing agency in connection with rendering services at any of the CIPET:CSTS Baddi should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of CIPET.

(10) The service providing agency shall be responsible for any act of indiscipline on the part of persons deployed by him.

(11) The persons deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the CIPET Centre.

(12) The CIPET:CSTS Baddi may require the service providing agency to withdraw or remove any person or persons deployed by them at the CIPET Centre, who are not found suitable or are incompetent or for his misconduct and the service providing agency shall forthwith comply with such requirements. The service providing agency shall replace immediately any of its personnel if they are unacceptable to CIPET Centre due to security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving such notice from CIPET:CSTS Baddi

(13) The service providing agency has to provide photo identity cards to the persons deployed by them at the CIPET Centre for carrying out the specified tasks. These cards are to be constantly displayed & their loss shall be reported immediately.

(14) The service providing agency shall ensure proper conduct of their persons in the office premises and enforce prohibition of consumption of alcoholic drinks, paan, guthkha, smoking, loitering without work etc.

(15) The transportation, food, medical and other statutory requirements in respect of each personnel deployed by them in the CIPET Centre shall be the responsibility of the service providing agency.

(16) Working hours would be normally from 9.00 A.M. to 5.30 P.M. on 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.

(17) The agency will be wholly and exclusively responsible for payment of wages to the persons engaged by them in compliance with all the statutory obligations as applicable 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, Bonus and ESI etc. of the manpower deployed by them at CIPET Centre.

(18) The 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.

(19) The service providing agency shall be contactable at all times and message sent by phone / e-mail / Fax / Special Messenger from CIPET Centre to the service providing agency shall be acknowledged immediately on receipt on the same day. The service providing agency shall strictly observe the instructions issued by CIPET Centre in fulfillment of the contract from time to time.

(20) 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 service providing agency at the CIPET Centre.

(21) The service providing agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of services undertaken by them and shall be responsible for all acts of commission and omission of the manpower deployed by them at the CIPET Centre. If CIPET Centre suffers any loss or damage on account of negligence, default or theft on the part of the manpower/ agents of the agency, 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.

(22) The persons engaged by the Agency shall compulsorily be required to enroll themselves in the aadhar based biometric attendance system. Attendance registered by the personnel in the biometric attendance system shall only be taken as proof of their attendance in the office and on the basis of which wages/ remuneration will be calculated while passing the bill presented by the agency.

(23) The successful bidder shall furnish performance security deposit as specified in these guidelines, in the form of fixed deposit receipt from a nationalized Commercial Bank/ Bank Guarantee from a nationalized commercial 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 service providing agency or frequent absence from duty / misconduct on the part of manpower supplied by the agency.

(24) The service providing agency shall not assign, transfer, pledge or sub- contract the performance of service without the prior consent of CIPET Centre.

#### **Payment of Bills to Agency:**

(1) The 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: CSTS Baddi 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 Department of the CIPET: CSTS Baddi 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 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 towards ESI.

- (iii) TDS from the remuneration of the manpower, wherever, applicable;
- (iv) Any other deductions, 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 on 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 them in pursuance of the contract at the CIPET:CSTS Baddi and any amount due to the agency, as on the date, shall be forfeited by the CIPET:CSTS Baddi.

(2) On the expiry of the agreement, as mentioned above, the agency shall withdraw all its manpower deployed at the CIPET:CSTS Baddi 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:CSTS Baddi on account of termination of the contract, it shall be the sole responsibility of the agency to resolve it and CIPET:CSTS Baddi shall remain indemnified from being named as a party, in case the matter is referred to Court of Law.

**Liquidated Damages:**

(1) The successful Agency shall replace immediately any of their personnel who are found unacceptable to CIPET:CSTS Baddi because of incompetence, conflict of interest, improper conduct or security risk or any other reasons and upon receiving such notice from the CIPET:CSTS Baddi, 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 delay for more than 15 days, the CIPET:CSTS Baddi may at its discretion terminate the contract.

(2) 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 @1000/-per day. In case of delay for more than 15 days, the CIPET:CSTS Baddi may in its discretion terminate the contract.

**Cancellation by Default:**

(1) The CIPET:CSTS Baddi 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 work order in whole or in part.

(2) The CIPET:CSTS Baddi may also, by a written notice of default, cancel the work order, if the agency fails to provide services within the time period specified in the work order.

**Blacklisting:**

(1) An establishment - whether a company or a firm, blacklisted/ debarred by Ministry/Departments of Govt. of India / Central PSUs / Nationalised Banks / State Govt. Departments / Autonomous / Statutory Bodies / Corporations or if there is any litigation continuing with any of the above described 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 work order, such information comes to the knowledge of CIPET, the CIPET Centre shall have the right to reject the bid or cancel the Work Order, 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 / Nationalised Banks / State Govt. Departments / Autonomous / Statutory Bodies/ Corporations and, that there is no litigation continuing with any of the above described Government Departments on

account of similar services.

(4) If any bidder/agency fails to carry out the work order 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.

**Applicability of G.F.R.**

The provisions of General Financial Rules, 2017, as amended from time to time and the guidelines issued there under by the Govt. of India shall continue to remain applicable in case of all procurements of services in CIPET.

**Jurisdiction for Disputes Redressal:**

All disputes arising between the parties to the contract, shall be subject to the jurisdiction of courts of law having jurisdiction over the place where Baddi is located.



### **SPECIAL TERMS AND CONDITIONS**

- 01 Manpower for various Works should be made available as per Institute requirement. The Manpower shall be able to perform various Works as well as field duties. There will a continuous supervision by the institute staff if it is not found satisfaction as per terms and conditions, the same will be cancelled by giving notice of one month
- 02 The personnel deployed by the Agency will be the employees of the Agency in all respects. The CIPET will not accept any responsibility whatsoever in regard to the personnel provided by the Agency. The firm shall fully indemnify CIPET: CSTS, Baddi in this respect.
- 03 The Agency shall ensure the payment of wages to the staff through Bank only.
- 04 The selected Agency has to enter into an Agreement on Non Judicial Stamp of Rs 100/- at his own cost.
- 05 The Agency shall be responsible to register itself and obtain a valid licenses under the contract Labour (Regulation and Abolition) Act, 1970 and rules there under, if required it must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to the Director & Head, CIPET as may be required by the Act / Rules and 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 to be verified by CIPET with Originals.
- 06 The 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 / Rule and furnish all information to Director & Head, CIPET Baddi and shall indemnify CIPET against any such penalties / claims out of default on its part.
- 07 Interchanging of personnel from one section to another section shall remain prohibited unless authorization / permission issued by CIPET specifically inconsideration cases and prior submission of request by the firm.
- 08 All the statutory provisions shall to be observed / followed by the Agency during the running of Agreement.
- 09 The tender will be opened in the presence of bidder or their authorized representative (maximum two in numbers) or in absence. No separate information would be given for attending the tender opening.
- 10 The 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.
- 11 The contract may be terminated at any time without paying compensation whatsoever to the agency in the case of misbehavior, disobedience, dishonesty, clandestine insolvency, court order, 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, Baddi will be final and acceptable to the contractor in this context.
- 12 The contract will only be awarded to those who got the maximum technically point qualified in technical bid & Inspection of the carried by our team and minimum service charges quoted by the contractor and in case if there are two or more contractors with same rate the award of contract shall be done according to technically qualified bidder on merit based & on the basis of inspection of the CIPET team (i.e. on turnover, experience, service satisfactory report etc. and it must be acceptable to the contractors. The decision of the Director & Head CIPET will be final and acceptable to the contractor in this context.

- 13 The successful bidder shall produce all original documents connected with the contract before commencement of execution of the work.
- 14 The copy of Registration Certificate, Labour License Certificate, EPF and ESIC code no., GST registration and Documentary evidence regarding experience must be submitted with the tender. Service rendered at Govt./Semi Govt./ Private organizations with number of personnel provided and duration of services may be mentioned separately.

### **GENERAL TERMS AND CONDITIONS**

1. Tenders received without prescribed Tender fee & Earnest Money Deposit (EMD) shall not be considered.
2. **Latest Minimum wages as notified by State Government (Himachal Pradesh) revised from time to time shall be paid**
3. **Bidder register under Micro & Small enterprise (MSEs) as defined in MSE procurement policy issued by department of MSME or register with central purchase organization will be considered for relaxation of EMD. NSIC Certificate will be considered for relaxation of EMD.**
4. **Bidder register under Micro & Small enterprise (MSEs) will be considered only for relaxation of EMD not for Tender fees.**
5. Agencies must have its own local Office in "Baddi" & in this office there must be minimum 2-3 staff who can handle the problem related to Manpower Services.
6. The bidder whose tenders have been selected have to deposit the Security deposit/ Bank Guarantee (valid for period of Contract) of Rs. 5, 00,000/- (Rs. Five lakh only) in the next working day after the acceptance of the tender.
7. Earnest Money Deposit amount of Rs. 2, 00,000/- (Rs. Two lakh thousand only) shall be forfeited if in case of refusal of deposit the security deposit immediately or fails to implement the requirements of the tenders. The EMD of unsuccessful tenderers shall be returned within 7 days.
8. The Manpower personnel so deployed should not be changed frequently without the consent of CIPET Management.
9. The Manpower agency shall ensure that the personnel deployed are disciplined and do not participate in the activity prejudicial to the interest of the Institute/Govt.
10. The received bids will be evaluated by the Committee of CIPET on the basis of requisite documents. There after a team of CIPET will visit the site for physical inspection of the site and if found suitable and meeting the requirements of CIPET as indicated in these terms & conditions the price bid will be open for technically qualified bidder.
11. The rates and prices toward the service charges quoted by the bidder shall be fixed for the whole duration of the Manpower contract and shall not be subject to adjustment on any account.
12. The agency should abide by rules laid down by any statutory authority relevant to the deployment of Manpower.
13. The successful bidder/agency shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
14. The payment for the services rendered would be paid within 10 days from the date of receipt of invoice.
15. The agency should get it registered the Manpower Personnel in the EPFO and CIPET will randomly check through the portal about the credit of the employers P.F. in the accounts of Manpower Personnel.

16. If a New Manpower Personnel is taken, the agency should provide ESI and P.F. member to the name of the New Manpower Personnel from the date of appointment of Manpower Personnel.
17. Any misconduct/misbehavior/indiscipline of Manpower Personnel team will not be tolerated and such persons will have to be replaced immediately and for such act the contractor is sole responsible to resolve the issue, if any. CIPET Management reserves the right to take all appropriate actions under such circumstances.
18. The Contractor shall solely be liable for payment of wages and other dues to the Manpower personnel deployed in CIPET.
19. The contractor shall be responsible for depositing provident fund contribution and employees share of special contribution for ESI in respect of the personnel engaged by him. He will also be responsible for collection the employee's contribution.
20. The charges as mutually agreed upon would be followed for the entire period of the agreement and the contractor shall not make any claim or additional charges other than expressly agreed to in this agreement.
21. The Manpower personnel provided for the job shall have adequate insurance coverage during the period of the contract work by the contractor.
22. In case of any theft, pilferage or any other loss caused to the Tools / Equipments provided by the Institute during the period of contract is in operation, the agency shall make good the loss to the institute and apart from that, the CIPET will be free to impose penalty/compensation to be paid for deliration, negligence, disobedience and violation act. CIPET shall have the right to deduct appropriate amount from the contract bill to make good such loss besides imposition of penalty. In such cases, the decision of the competent authority of CIPET will be final and binding on the agency.
23. The agency selected should follow the instructions given by the management of CIPET from time to time and in case of violation of the instructions, the agreement can be cancelled without any reference or notice.
24. During the period of operation of the contract, CIPET will have full authority to recover the losses incurred by the institute due to the negligence of the manpower employed by the Manpower agency. The decision of the Director & Head with respect to calculate the losses will be final and binding.
25. The offer will be accepted subject to verification of documents and satisfactory quality of Manpower services provided by the agency to the other clients. In case any document submitted by the agency is found false, the offer shall be rejected without assigning any reasons.
26. The Contractor shall solely be liable for payment of wages and other dues to Manpower Personnel supplied by the contractor deployed in CIPET. The payment of wages should be disbursed on or before 7th of every month and register should be maintained in this regard
27. **EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**  
Only those bid which qualified for the Technical part will be considered for examination in the financial part.  
After opening of successfully qualified in the technical bid inspection team of CIPET: CSTS, Baddi verify the sites/Office of the bidder. The evaluation and comparison of responsive bids shall be on the rate for the services offered.  
If there is a tie in service charges, the bid scrutiny committee decides the awarding the contract depending upon their
  1. Last three years Annual Turnover.
  2. Years of Experience in related service in Govt. organization
  3. The decision of Director & Head shall be final in this regard

28. CONVASSING AND OTHER OUTSIDE INFFUENCE

- a. No bidder shall bring outside influence to the contracting authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- b. Any effort by a bidder to modify his bid or influence the contracting authority in its bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
- c. If there is any dispute with any of the earlier contracts CIPET will not be responsible and will be free to take any decision for the entering / entered contract will regard to this dispute.

I/we hereby agree to the above terms and conditions.

With date and seal

Signature of the Contractor

## TECHNICAL BID DOCUMENT

Sl. No	Particular	Details			
1	Name of Agency / Firm				
2	Profile of the Agency / Firm				
3	Name of Proprietor/Director of the agency				
4	Full address of registered office				
	(a) Telephone No.				
	(b) Fax No.				
	(c) Mobile No.				
	(d) e-mail address				
5	Correspondence address of office				
6	Full address of branch				
7	Banker of Agency with its full address (Attach self- attested copy of Bank A/c for the last six months issued by the banker and telephone no. of banker).				
8	Registration No. of the Agency (as per (a) in Technical Evaluation Criteria)				
9	PAN/TIN No. of the agency (Attach attested copy of PAN/TIN card of the Agency)				
10	Service Tax Registration No. (Attach attested copy of the Registration Certificate)				
11	EPF Registration No. (Attach self- attested copy of the Registration Certificate)				
12	ESI Registration No. (Attach self-attested copy of the Registration Certificate)				
13	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 above two financial years separately, duly certified by the Chartered Accountant, to be attached in the following format):				
	Financial Year	Amount (Rs. in lakhs)			
		Remarks, if any			
14	Details of major contracts with Central Government / State Government/PSU/Reputed Private Firms handled by the tendering agency/bidder for providing manpower during the last two years (in the following format (attested copies of the last two years experience certificate/work award may be enclosed).				
Sl. No.	Details of clients along with address telephone and fax no. & email address	Amount of contract (monthly/Rs. In lakhs)	Duration of contract	Name of contract/ type of manpower provided	No. of persons deployed
1					
2					
3					
4					
5					
6					
7					
8					

**DECLARATION**

I \_\_\_\_\_ son/daughter/wife of Shri/Smt. \_\_\_\_\_

Proprietor/Director/Authorised 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 tender and undertake to abide by them.

The information/documents furnished along with the above bid/application are true and authentic 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**

**FINANCIAL BID DOCUMENT**

CIPET: CSTS Baddi, Plot No 198/ 201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP – 174103, has worked out the requirement (in Section 'C' of the tender document) to be deployed in its office at CIPET: CSTS Baddi, Plot No 198/ 201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP – 174103.

The successful bidder is required to pay the remuneration, as fixed by CIPET: CSTS Baddi, Plot No 198/ 201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP – 174103, on monthly basis to each of the personnel, after deduction of employee share of contribution towards ESI, EPF etc., wherever applicable, deployed in CIPET: CSTS Baddi, Plot No 198/ 201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP – 174103 during the contract period.

CIPET: CSTS Baddi, Plot No 198/ 201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP – 174103 will bear the expense towards employer contribution in respect of ESI, EPF and taxes, as per the Rules applicable from time to time.

The agency is required to submit the financial bid in the following format only:

Description of services	Rates of services/Agency charges in percentage (%) (upto two decimal point only) to be charged on total remuneration excluding ESI, EPF and taxes as applicable from time to time
Providing manpower of various categories based on the requirement of tender document on monthly remuneration fixed by CIPET: CSTS Baddi, Plot No 198/ 201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP – 174103.	

**The bidders who quote unrealistic rate of service charges i.e. '0'% shall be debarred for further consideration. If the bidders quote percentage with more than two decimal points, then upto two decimal points only be considered without rounding up.**

The bidders are required to quote only service/agency charge which represents administrative/management charges/other costs.

Signature & Seal of the bidder with date

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

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



**ANNEXURE – II**  
**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); herein after 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: CSTS Baddi, Plot No 198/ 201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP – 174103, 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 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 – II.
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 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 Service Providing Agency and it shall be the duty of the 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 Labour (Regulation & Abolition) Act, 1970 or any other law.
13. The person deployed by the 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 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 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 Service Providing Agency to withdraw or remove any person or persons deployed by the Service Providing Agency at the CIPET Centre, who are not found suitable or are incompetent or for his misconduct and the Service Providing Agency shall forthwith comply with such requirements. The 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 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 Service Providing Agency shall ensure proper conduct of its persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, guthkha, smoking, loitering without work etc.
20. The transportation, food, medical and other statutory requirements in respect of each personnel deployed by Service Providing Agency in the CIPET Centre shall be the responsibility of the 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 and ESI etc. of the manpower deployed by it- at CIPET Centre.

23. The 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 Service Providing Agency shall be contactable at all times and message sent by phone / e-mail / Fax / Special Messenger from CIPET Centre to the Service Providing Agency shall be acknowledged immediately on receipt on the same day. The 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 Service Providing Agency at the CIPET Centre.

26. The Service Providing Agency on its part and through its own resources shall ensure that the goods, materials and equipments 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 Aadhar 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 shall furnish performance security deposit of such amount as may be specified in the Tender Document, in the form of Fixed Deposit Receipt from a Commercial bank/ Bank Guarantee from a commercial 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 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)/Work Order issued by (CIPET: CSTS Baddi, Plot No 198/ 201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP – 174103) or the work assigned to the agency/bidder are not done as per the scope of work/schedule of requirement, EMD/Security Deposit will be forfeited and the bidder will not be entertained for any tenders that may be published in future by (CIPET: CSTS Baddi, Plot No 198/ 201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP – 174103).

(2) If the bidder withdraws tender any time after expiry of time of submission of Bids.

(3) If the contract is terminated by (CIPET: CSTS Baddi, Plot No 198/ 201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP – 174103) 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 tender process, EMD of such bidder will be forfeited.

(5) In case the successful agency fails to enter into the agreement with (CIPET: CSTS Baddi, Plot No 198/ 201, Near Biogenetic Pvt. Ltd., Jharmajri, Baddi, HP – 174103) within the specified date mentioned in the letter of intent/work order, the EMD/security deposited by such agency shall stand forfeited without giving any further notice.

## **PAYMENT OF BILLS TO AGENCY**

(1) The 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 Department of 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 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 @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 work order in whole or in part.

(2) The CIPET Centre may also, by a written notice of default, cancel the work order, if the Agency fails to provide services within the time period specified in the work order.

**BLACKLISTING:**

(1) An establishment - whether a company or a firm, blacklisted/debarred by Ministry/Departments of Govt. of India/Central PSUs/ Nationalised 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 work order, such information comes to the knowledge of CIPET, the CIPET Centre shall have the right to reject the bid or cancel the Work Order, 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/ Nationalised 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 work order 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 shall be subject to the jurisdiction of courts of law at Baddi

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)