

GeM- Tender Document

Tender Title: Hiring of outsourced Manpower Services for **CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), Gwalior**

GeM-Tender Ref. No.:CIPET/GWL/ADMIN/MPA/2023-24/03

Mode of tendering: GeM-TENDER (**Two Bid System**).

Interested and eligible bidders may view and download detailed tender documents from CIPET:CSTS GeM portal. All Bids must be submitted through the online GeM portal.

Tender documents are available in our Gem portal and CIPET website www.cipet.gov.in which can be purchased and downloaded from dt. **16.05.2023 12:00 PM to 05.06.2023 23:59 PM**

Tenderer which qualifies the Technical bid shall only be considered for opening of Financial Bid, rest of the Financial bid will be rejected. **The Principal Director & Head, CIPET:CSTS, Gwalior** reserves the right to reject any or all the Tenders received without assigning any reason(s) thereof.

Crucial Date & Fact Sheet

Date of GeM-Tender	16.05.2023
Bid submission start date	16.05.2023
Earnest Money Deposit (EMD) Value	Rs.1,20,000/-
Bid Submission end date & time	05.06.2023 upto 11:59 P.M.
Technical Bid opening date & time	06.06.2023 at 11:00 A.M.
Validity of Bid	180 days
Tender Inviting Authority	CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR Textile Technology Dept. building, near polytechnic, Padav Gwalior (M.P)- 474007
Financial Bid Opening date & time	Will be communicated to the technically qualified bidders.

Note: For any clarifications / queries related to GeM-Tender document, please contact (Dr.Sandesh Kumar Jain, Principal Director & Head, CIPET:CSTS, Gwalior).

Central Institute of Petrochemicals Engineering & Technology- Gwalior

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SCHEDULE OF REQUIREMENT

Dr. Sandesh Kumar Jain, Principal Director & Head, CIPET:CSTS, Textile Technology Dept. Building, Near Polytechnic, Padav Gwalior-474007 (M.P) invites GeM-Tender from reputed and financially sound agencies / bidders for providing outsource manpower services in CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), Textile technology department Gwalior in a two bid system taking into account the following conditions:

1. CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR, Textile Technology Dept. building, near polytechnic, Padav Gwalior (M.P)- 474007 has initial requirement of manpower as detailed in "Section-C" (Technical requirement of Manpower) of the tender document. The requirement of CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR, Textile Technology Dept. building, near polytechnic, Padav Gwalior (M.P)- 474007 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR, Textile Technology Dept. building, near polytechnic, Padav Gwalior (M.P)- 474007 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR, Textile Technology Dept. building, near polytechnic, Padav Gwalior (M.P)- 474007 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS) GWALIOR, Textile Technology Dept. building, near polytechnic, Padav Gwalior (M.P)- 474007 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 license, bank account details, proof of residence and 2 recent passport size photographs of the personnel to be deployed by the agency in CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR, Textile Technology Dept. building, near polytechnic, Padav Gwalior (M.P)- 474007.
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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR premises. In case of any damage/loss/theft etc., to the property of CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR, 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR or the same could be recovered from the performance guarantee, monthly payments due to the agency.
 5. The personnel deputed to CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS),GWALIOR.
 6. The personnel deputed to CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR shall not be changed by the agency under any circumstances unless there is a specific request from CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), Gwalior.

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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS),Gwalior and CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), Gwalior 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), Gwalior. The persons deployed by the agency/bidder at CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), Gwalior shall not have claims of any employer and employee relationship against CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), Gwalior.
9. The successful agency/bidder shall be solely responsible for the redressal of grievance/ resolution of dispute relating to persons deployed. TheCENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR shall in no way be responsible for settlement of such issues whatsoever.
- 10.CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), Gwalior 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), Gwalior 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR.

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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), Gwalior.
2. CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), Gwalior, 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), Gwalior 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, CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), Gwalior is put to any loss /obligation, monetary or otherwise, the CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR.
6. The remuneration of the deployed personnel must be credited to their bank account by the successful agency/bidder latest by 7th 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 2nd 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR.

C. TECHNICAL & NON TECHNICAL REQUIREMENT OF MANPOWER TO BE DEPLOYED

Part-B: Guidelines for Hiring of Manpower Services in CIPET through Outsourcing from Manpower Services Providing Agencies, 2020
SCHEDULE - I : Services to be procured through Service Providing Agencies

Sl. No.	Name of the proposed designations	Job responsibilities	Eligibility Criteria: (Educational qualification and experience)	Remuneration range / Consolidated Remuneration to be paid per month	Maximum Term of Engagement on contract	Qty (In Nos) Approx
1	2	3	4	5	6	7
1	Laboratory Instructor (Chemistry/ Physics/ Electrical & Electronics/ Computer Sc./ Chemical Engg. Or any other Lab / workshop as per the syllabus)	<ol style="list-style-type: none"> To ensure cleanliness of laboratory space and operational functioning of machine and equipment of laboratory. To conduct tests/ Practical as per standards/ SOP and to make entries test of results in required documents. To perform data entry on computer and prepare test reports. To enforce all possible measures for prevention of ragging in the premises of the Institute and act in accordance with AICTE/UGC guidelines and other legal provisions. To demonstrate the Lab equipment. To conduct practical classes as per syllabus, schedule and ISO QMS. To maintain equipment in proper working conditions in laboratory/ workshop. To perform all other duties and responsibilities as per the instruction of HOD's and maintenance of records as per audit requirements. To maintain and updation the log sheets regularly. To report to I/C immediately about any defect or non-functioning of test equipment or machinery. To maintain records and registers pertaining to the assigned lab as per ISO and other applicable standards. To ensure safe-custody, documentation and disposal of test samples as per applicable norms and provisions. To ensure confidentiality of test results. To ensure availability of all lab equipment/ machines/ spares as per syllabus / affiliating university norms. 	<p>Minimum qualifications & Experience</p> <p>Full time First Class Graduate in relevant discipline. OR Full time First Class Diploma in relevant discipline.</p> <p>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.</p> <p>Strong troubleshooting and technical problem-solving skills.</p> <p>Strong oral and written communication skills.</p> <p>A high degree of computer literacy and demonstrated ability to integrate technology in the workplace.</p> <p>Perform teaching assignments as required.</p>	Rs. 20,000/- to Rs.30,000/- p.m.	1 Year (Renewable upto 3 years based on performance and requirement)	06

Sl. No.	Name of the proposed designations	Job responsibilities	Eligibility Criteria: (Educational qualification and experience)	Remuneration range / Consolidated Remuneration to be paid per month	Maximum Term of Engagement on contract	Qty (In Nos) Approx
1	2	3	4	5	6	7
2	Data Entry Operator (Skill Training)	<ol style="list-style-type: none"> 1. Drafting and releasing advertisements in newspaper(s) for mobilization of candidates. 2. Providing typing assistance to the Screening /Selection Committee. 3. Documentation, record keeping w.r.t. distribution of training kits to the trainees. 4. Assistance for organizing course inaugural / valedictory function. 5. Assisting for placement activities. 6. Documentation, record keeping w.r.t. distribution of certificates to the trainees on conclusion of training programme. 7. Maintaining documents received from the candidates. 8. Maintaining registration forms. 9. Uploading candidate details in skill India, sponsor websites. Plan and preparing skill programme details. 10. Programme schedule for theory and practical classes. 11. Distribution of books as per NSQF syllabus. 12. Implementation of Biometric attendance. 13. Preparation of monthly progress report to H.O. 14. Preparation of MPR to centre In-charge. 15. Preparation of candidate attendance. 16. Distribution of stipend to the eligible candidates. 17. Preparation of course completion certificates. 18. Maintaining of course certificate issue register. 19. Preparation of proposals, Invoices, etc. 20. Preparation of list of short-listed candidates after counseling. 	<p>Minimum qualifications & Experience</p> <p>At least senior secondary pass out; preferably a full time graduate in any discipline from recognized University/ Institute.</p> <p>Should be well versed with MS-Office (word, excel, power-point).</p> <p>Sufficient knowledge of Mail wizard.</p> <p>Good Communication skill in English and regional language of the State.</p> <p>Good presentation skills.</p> <p>Knowledge of English Typing, preferably supported by a certificate of proficiency.</p>	Rs. 15,000/- to Rs.20,000/- p.m.	1 Year (Renewable upto 3 years based on performance and requirement)	03

Sl. No.	Name of the proposed designations	Job responsibilities	Eligibility Criteria: (Educational qualification and experience)	Remuneration range / Consolidated Remuneration to be paid per month	Maximum Term of Engagement on contract	Qty (In Nos) Approx
1	2	3	4	5	6	7
3	Consultant : IT & Networking	Day-to-day activities pertaining to installation, functioning and maintenance of IT & networking infrastructure of the Centre	Full time Degree or Diploma in IT and Networking or allied fields with minimum two years' experience in installation, functioning and maintenance of IT & Networking infrastructure at any reputed organization.	Rs. 20,000/- to Rs.30,000/- pm.	1 Year (Renewable upto 3 years based on performance and requirement)	01
4	Helper / MTS	Multiple assistance/helping in the office/ hostel/lab/ workshop/class room etc.	Minimum qualifications & Experience Minimum 8 th Std. pass	Rs. 10,000/- to Rs.15,000/- pm.		02
5	Caretaker (VTC Hostel)	Looking all the activities of Hostels Maintain all the hostel related files and documents Other works allotted by HOD	Full time Degree/ Diploma in any discipline. (preferably able to speak/read/write in the regional language)	Rs.15000/- to Rs.25000/-p.m	1Year (Renewable upto 3 years based on performance and requirement)	01
6.	Shop floor/ Workshop attendant	Maintaining & verification of documents reports compilation, theory & practical training to VTC trainees, mobilization of candidate or machine operating etc.	Full time B.Sc / Diploma / ITI in the relevant discipline. Preference shall be given to the candidates with 1 year experience in the relevant discipline.	Rs.15000/- to Rs.25000/-p.m	1Year (Renewable upto 3 years based on performance and requirement)	03

The eligibility criteria for personnel to be deployed by successful agency/bidder in CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR 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:-

Note:

The educational qualification can be relaxed with the approval of Dr. Sandesh Kumar Jain, Principal Director & Head, CIPET:CSTS, Textile Technology Dept. building, near polytechnic, Padav Gwalior (M.P)- 474007

- (1) 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.
- (2) Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement.

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS & CONDITIONS**I - GENERAL TERMS & CONDITIONS**

1. The completely filled Technical bid documents, duly sealed, should be addressed to Dr. Sandesh Kumar Jain, Principal Director & Head, CIPET:CSTS, Textile Technology Dept. building, near polytechnic, Padav Gwalior (M.P)- 474007 and should be submitted along with tender document on the GeM portal and there is no need to submit hard copy.
2. The tender documents shall be treated as “confidential”.
3. Bid shall be submitted online through GeM portal with a forwarding letter head 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 tender under reference.
4. Technical Bid should be submitted online in GeM portal by the bidder strictly as per Bidder eligibility criteria with documentary evidence prescribed.
5. Each page of the tender document should be signed and stamped by authorized signatory.
6. 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.

7. CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR reserves the right to modify/relax any of the terms & conditions of the tender.
8. Pre-Bid inspection/Survey: The bidder may visit CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR to have an understanding of the requirements during working hours of CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR.
9. 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS),GWALIOR / the Competent Authority.
12. CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR may renew the contract for a further period on the same terms and conditions depending upon the requirement of manpower, administrative convenience of CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR and performance of the agency.
13. CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR shall not be responsible for postal or any other delays. Bid received in an envelope that is damaged /torn or merely stapled will summarily be rejected.
14. 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.
15. 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.
16. CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR, 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.

17. Once the rates are finalized, no increase will be considered in the rates quoted by the agency in any case during the period of contract.
18. CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR reserves the right to reject any or all the tenders or accept them in part or to reject lowest tender.
19. DD in favour of CIPET payable at GWALIOR/NEFT/RTGS receipt shall be submitted for Tender EMD Rs. 1,20,000/- (One Lakh Twenty Thousand Only) cost, failing which, the bid will be rejected.
20. 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, (CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR reserves the right to forfeit the EMD/PG of the successful bidder.
21. 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.
22. **Latest Minimum wages as notified by State Government (M.P.). revised from time to time shall be maintained after taking approval from Principal Director & Head CIPET:CSTS GWALIOR.**
23. No refund of Tender fees in case of re-tender process.
24. Service charges upto /will be minimum One percent.
25. The Agency shall have to provide Gwalior office address in which there must be 4-5 employees working. The inspecting Team of CIPET:CSTS Gwalior shall verify the Works orders and other documents related to the present work order for supplying manpower to other department and the bidder shall cooperate / assist in providing any other details if necessary.
26. The successful Tenderer shall maintain an office at Gwalior during the period of contract.
27. The personnel deployed by the agency should bear moral character duly verified by the police authority and of sound Physical and Mental health to carry out the work.

28. The CIPET:CSTS Gwalior 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.
29. The agency or its sister concern/relatives providing any services to CIPET-CSTS Gwalior are not eligible to participate in this tender. The tenderer has to declare by giving an undertaking on letter head with the tender for the same
30. **Exemption like EMD/Annual Turn Over may be given to the bidder based on submission of valid registration certificate of MSME/Start ups**
31. The firm must have its own local Office & Clients in "Gwalior".
32. The bidder will be bound by the details furnished by him to CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR 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.

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 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/Nationalized 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 its own bank account. 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 in the Gwalior (M.P). A self-attested documentary proof should be provided.
5. The bidder should furnish a signed declaration 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 signed declaration indicating that they have not been blacklisted/debarred by the Ministry/Departments of Govt. of India/Central PSUs/Nationalized 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.
7. The tenderer/bidders are required to enclose attested photocopies of the documents listed below in this tender document, 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 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 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 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 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/Nationalized 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.

III. AWARD OF BIDDERS

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. 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:CSTS Gwalior team (i.e. on turnover, experience, service satisfactory report etc. and it must be acceptable to the contractors. The decision of the Principal Director& Head CIPET Gwalior will be final and acceptable to the contractor in this context.

7. 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 (CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), Gwalior 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.
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 (Name & location of CIPET Centre).

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, 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, proof of residence and recent passport size photograph of the personnel proposed to be deployed in CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), Gwalior by the agency.
4. Performance security deposit equivalent to 10% of the amount of annual contract value in the form of FDR issued by a nationalized bank in favour of (details to be provided by concerned CIPET Centre). Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.

V. VALIDITY OF QUOTATION:

Bid validity should be 90 days from the specified date of closing.

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. (Name & location of CIPET Centre) 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), Gwalior.
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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), Gwalior 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 as per Annexure-III and furnish necessary proof whenever required. The payment of personnel by the agency should be made on or before 7th day of every month.
5. The successful bidder will ensure the remittance of remuneration to the personnel deployed by them in CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR 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

EMD @ Rs.1,20,000/- (Rupees One Lakhs Twenty Thousand Only) of the estimated value of contract in the form of Demand Draft in favour of CIPET payable at GWALIOR from any nationalized commercial bank should be submitted along with "Technical Bid". Demand Draft should be drawn on/after the date of publication of the tender.

EMD of unsuccessful bidders will be refunded after finalization of bids.

Successful bidder has to submit Performance Guarantee / Security deposit equivalent to 10% of the amount of annual contract value in the form of fixed deposit of a nationalized bank in favour of CIPET payable at GWALIOR 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.

The EMD of successful bidder will be returned only after deposit of performance security.

- VIII. The successful bidder will be required to execute an agreement as per Appendix "B4" with CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR 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)/Work Order issued by CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), Gwalior 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR.

2. If the bidder withdraws bids before/after finalization of the tender, EMD will be forfeited.
3. If the contract is terminated by CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR 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.
4. In case of quoting unreasonable price by way of disrupting the tender process, EMD of such bidder will be forfeited.
5. In case the successful bidder /agency fails to enter into the agreement with CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR within the specified date mentioned in the letter of intent/work order, the EMD/security deposited by such bidder/agency shall stand forfeited 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 Dr. Sandesh Kumar Jain, Principal Director & Head, CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS),GWALIOR shall be final and binding.
3. The bidder will have to furnish 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. If the bids are not submitted as per two bid system, they will summarily be rejected.
6. Bids without proper cost and EMD will summarily be rejected.
7. The bids received after the specified date and time for submission shall not be considered.
8. The bids received through fax/email or any other mode other than those specified in the tender document shall not be considered.
9. Conditional bids shall not be considered and will be out-rightly rejected at the first instance.

XI. SERVICE DELIVERY

Service Commencement shall be within 15 days from the date of letter of intent/work order issued. If any of the conditions, as per the tender/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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR due to security risks, incompetence, conflict of interest, improper conduct etc. upon receiving notice from the CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR. 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, CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS) , GWALIOR 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.1000/- per day on the service providing agency. In case of delay of more than 15 days, CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR may, at its discretion, terminate the contract.

XIII. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR may, at its discretion, ask the bidder for any clarification(s) of their bid. The request for clarification and the response shall be by email 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

CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR may, without prejudice to any other remedy for breach of the work order, cancel the work order 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 work order.
- (ii) If the bidders/agency fails to perform any other obligations as mentioned in the work order /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. 6 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR. CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR shall have the right to reject the bid or cancel the work order, 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 courts at CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY(CSTS), GWALIOR

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.

PRINCIPAL DIRECTOR & HEAD
CIPET:CSTS,GWALIOR

ANNEXURE- I
TECHNICAL BID DOCUMENT

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 two 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.					

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

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 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

FINANCIAL BID DOCUMENT

CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR has worked out the requirement (in Section 'C' of the GeM-Tender document) to be deployed in its office at Textile Technology Dept. building, near polytechnic, Padav Gwalior (M.P)- 474007.

The successful bidder is required to pay the remuneration, as fixed by CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR , on monthly basis to each of the personnel, after deduction of employee share of contribution towards ESI, EPF etc., wherever applicable, deployed in CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR during the contract period.

CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR 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 CENTRAL INSTITUTE OF PETROCHEMICAL ENGINEERING AND TECHNOLOGY (CSTS), GWALIOR	

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.

Service charges upto / will be minimum One percent.

Signature & Seal of the bidder with date

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 (the Name & Address of CIPET Centre) 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.

31. 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 (name & location of CIPET Centre) 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 (name & location of CIPET Centre).
- (2) If the bidder withdraws tender any time after expiry of time of submission of Bids.
- (3) If the contract is terminated by (name & location of CIPET Centre) 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 (name & location of CIPET Centre) 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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 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/ 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 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.

38. 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 _____(Place where CIPET Centre is located).

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)

**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	