

सिपेट : सेन्टर फॉर स्किल्लिंग एण्ड टेक्निकल सपोर्ट (सीएसटीएस)

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

(रसायन एवं पेट्रोसायन विभाग, रसायन एवं उर्वरक मंत्रालय, भारत सरकार)

**(Department of Chemicals & Petrochemicals, Ministry of Chemicals & Fertilizers, Govt. of India)**

50 वां माइल स्टोन, डी सी आर यू एस टी कैम्पस, मुरथल , सोनीपत , हरियाणा -131039

50<sup>th</sup> Mile Stone, Near DCRUST Campus, Murthal, Sonipat (Haryana) - 131039

दूरभाष संख्या /Telephone No. 0130-2203000

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E-Tender for Hiring of 'Manpower Outsourcing Agency'

**E-Tender No: CIPET/CSTS/Murthal/OMS/2020-21/02**

Last Date of Submission (online) 9th September, 2020 up to 15.00 hrs.

## **TENDER NOTICE FOR**

**Outsourcing OF Manpower Services Providing Agency at CIPET – Murthal, 50<sup>th</sup> Mile Stone, Near DCRUST Campus, Murthal, Sonipat (Haryana) - 131039**

## **Notice Inviting E-Tender**

CIPET: CSTS, Murthal invites online Tenders from registered and authorized contractors in two Bid Systems (Part 1 Technical and Part 2 Financial) for hiring of Manpower Outsourcing Agency at CIPET Murthal, 50<sup>th</sup> Mile Stone, Near DCRUST Campus, Murthal, Sonipat (Haryana) - 131039

### **Important Information and Dates**

Sl. no.	Description	Details
1	Purchaser	CIPET: CSTS, Murthal
2	Tender No	CIPET/CSTS/Murthal/OMS/2020-21/02 Dated: 20.08.2020
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>
5	E-Tender Fees	Rs. 2,500/- (Two Thousand Five Hundred Only)
6	Earnest Money Deposit EMD (in Rs.)	Rs. 2,50,000 (Two Lakhs Fifty Thousand only)
7	Security Deposit (in Rs.)	Rs.8,00,000 ( Eight Lakhs only)
8	Date of E-Tender Publication	20 <sup>th</sup> August, 2020
9	Date of Time of Issue or download Tender	20 <sup>th</sup> August, 2020, 11.00 Hrs onwards
11	Last Date and Time for Submission of Tender(online)	9 <sup>th</sup> September, 2020 up to 15.00Hrs
12	Date, Time and place of opening of Technical bid	10 <sup>th</sup> September, 2020, 15.30Hrs CIPET: CSTS, Murthal
13	Date and Time of opening of Financial bid	Opening of financial bid date, time, and venue will be conveyed to the technically qualified Tenderers, telephonically.

## **Notice Inviting Tender**

**E-Tender No: CIPET/CSTS/Murthal/OMS/2020-21/02 dated 20.08.2020**

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) up to 09.09.2020. The Tender Fee and EMD will be accepted in the form of Demand Draft/Banker's Cheque drawn on any Indian Nationalized Bank favoring "**CIPET- Murthal**" payable at **Murthal** and shall be submitted at CIPET -Murthal alongwith other documents and bids (Technical/Financial) as specified on or before 10.09.2020 **up to 15.00 Hrs** in separate sealed cover failing which bids will be summarily rejected. However, a soft copy of the Tender Fee and EMD instruments shall also be uploaded along with the Technical Bid to be submitted online.

The online bidding documents (Technical bid, EMD and Financial bid) duly filled in as per the instructions of the e- tender document submission online latest by 15.00hrs on 09.09.2020 and **only offline tender document submitted shall not be accepted, it may be treated as rejected.**

The Tender-bidders have to quote only online bid (Part 1 Technical and Part 2 Financial) providing manpower services Technical Bid shall be opened on 10.09.2020 at 15:30 hrs in the presence of Tender Committee Members & Tender-bidders at CIPET Murthal. 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) . The offers will be submitted in online that will contain as follows:

### **Content of Bidding Documents**

List of Documents to be uploaded online

01. Profile of the Manpower Service Contractor on letter head.
02. Name of the owners/partners/director of the firm/company /corporation and their addresses.
03. Valid license copy of registration of the firm /company.
04. Valid copy of Labour registration.
05. Valid copy of GST, PAN, PF and ESIC registration.
06. Work order copy of similar work in last 2 years as copy.
07. Name and addresses of bankers with whom the account is maintained.
08. Last Two years balance sheet with Income Tax Returns and Balance Sheet.
09. Last Two years Average Annual Turnover of Rs. 20 lakhs certified through Chartered Accountant.
10. Number of disputes arises with clients, reasons of disputes and present position of disputes in detail. (On company letter head).
11. Satisfactory work completion certificate from atleast two organizations.

Financial Bid Details - As per online Schedule

Price bid of the tenderers, whose Tender cost, EMD and Technical bid found in order shall be opened. Director& Head, CIPET: CSTS, Murthal 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: Tenderers are requested to go through the instructions carefully and complete all formalities as required and submit along with bid.

Director& Head  
CIPET: CSTS, Murthal

**Salient information about the E-Tender:**

1. **Mode of submission: ONLINE.** No offline Tenders will be accepted.
2. **Availability of Tender Documents:** All Bid formats (Technical & Financial) are available ONLINE at CIPET's e-Tender portal [www.tenderwizard.com/CIPET](http://www.tenderwizard.com/CIPET), [www.cipet.gov.in](http://www.cipet.gov.in). The registered vendors can download the Bids from these websites.
3. **Who can participate for this e-Tender:** The registered vendors of CIPET through [www.tenderwizard.com/CIPET](http://www.tenderwizard.com/CIPET) can only participate in this tender process.
4. **How to register by a vendor:**  
The prospective bidders have to register with CIPET through the E-tender portal of CIPET at [www.tenderwizard.com/CIPET](http://www.tenderwizard.com/CIPET) by Online Payment of Rs. 1,500/- + GST (As Applicable) to M/S KEONICS Ltd. On Completion of the registration process, the bidders will be provided user ID and password. After receipt of User ID & Password, Bidders can log on at our e-Tender portal for downloading & uploading tender documents. Tender Documents Fees of Rs. 2500/- is Payable to CIPET-Murthal in the form of Demand Draft from any Nationalize Bank not drawn before the Date of Releasing of NIT. Processing Fees is Rs. 6,000/- (plus taxes) Payable Online separately to M/S KEONICS LTD.
5. **Is there any device requirement for participation in e-tender:** **Yes**, Bidders should have valid Class 3 Digital Signature Certificate (DSC) device for participating in e-Tender. For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC) of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].
6. Contact details for e-Tender related issue:

Name of the Service Provider: KEONICS		
Contact Person	Telephone/E-mail	Remarks
KEONICS (Murthal) 1. Mr. Suraj	Mobile: +91-9599653865 Email: <a href="mailto:twhelpdesk800@gmail.com">twhelpdesk800@gmail.com</a>	For, Vendor registration/ DSC/any other issue regarding e-Tender Process, please contact KEONIS as the details.

7. Bidders are hereby advised that all the documents to be submitted online are kept scanned and converted to PDF format in a separate folder on their computers before starting online submission. The schedule of rate (Excel Format) may be downloaded and rates may be filled appropriately in this format only. This file may also be saved in a separate folder on your computer.
8. While uploading/submitted the documents, it should be ensured that the file name should be the name of the document itself.
9. All pages of Tender documents with Addenda/Corrigenda (if any) must be signed with proper official stamp and date by the Bidders / or authorized power of attorney holders at the lower right hand corner.
10. Bidders are advised to **visit CIPET's e-Tender portal regularly for any Addenda/ Corrigenda**, (if any) in respect of e- Tender, no separate paper advertisement will be published in this regard.
11. **Last date of online submission of Tender bid: 09.09.2020 up to 15.00 Hrs.**
12. **EMD and Tender Fee must be in approved mode and Duly Signed & Sealed in separate cover along with filled Technical & Financial Bid and with necessary enclosures shall be submitted in physical form (hard copy) in person/by speed post on or before 10.09.2020 up to 15.00 Hrs at CIPET:CSTS, Murthal. Non receipt of which the Tenders are liable for rejection.**

**ELIGIBILITY AND SELECTION CRITERIA**

1. A registered company, firm or agency having:
  - a. Experience of at least Two Years in providing the manpower Services in any Govt./Semi-Govt./Central Autonomous bodies/any other organization.
  - b. Minimum Annual Turnover of Rupees 20 Lakhs and more only for manpower services during the last Two financial years and carried over at least one manpower services contracts of 50 or more personal in one contract.
2. The Tenderer should be registered License under contract labour (Regulations & Abolition) Act, 1970 should have PAN. GST, PF & ESI registration,
3. The Tenderer shall have well established office in Haryana/Delhi-NCR since last 2 years and having client in Haryana/Delhi-NCR (Enclosed the Proof of establishment and client list).
4. The Tenderer should not have been blacklisted by any Govt./Semi-Govt./Central Autonomous bodies/any other organization.
5. Certificate of registration, MOU in case of partnership firm, article of association etc shall be attached.
6. The Tenderer submit Work Done Certificate/ Work Order on letter head of client for last 2 Year for Turnover and carried out 50 or more personal in contract.
7. The Tenderer without the qualifications as mentioned at Sl. No.1 to 6 above and Tender without all the required documents shall be rejected. Tenders incomplete in any form are liable to be rejected out rightly.
8. Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing is liable for rejection.
9. In case any person sign the tender/agreement on behalf of a limited company or firm, letter of authority/resolution passed by the company /firm empowering him/her to sign the documents on behalf of company or firm shall be enclosed in the tender document.
10. CIPET: CSTS,Murthal does not bind himself to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.



**Central Institute of Plastics Engineering & Technology**  
**Department of Chemicals & Petrochemicals,**  
**Ministry of Chemicals & Fertilizers, Government of India**



**TENDER DOCUMENT**

Tender Title : Hiring of outsourced Manpower Services for 50<sup>th</sup> Mile Stone, Near DCRUST Campus, NH-1, Murthal, Sonipat (Haryana) - 131039

Tender Ref. No.: CIPET/CSTS/Murthal/OMS/2020-21/02

Mode of tendering: **Two Bid System**

Tender to be submitted in Two Bid System in separate sealed covers as per the following:

Cover - 1 : Technical Bid & Earnest Money Deposit (EMD).

Cover - 2 : Financial Bid.

The tender has to be submitted in one sealed envelope by super-scribing on the top of the envelope. "Bid for Hiring of Outsourced Manpower Services for CIPET Murthal on contract basis addressed to Director & Head, CIPET: CSTS, Murthal with complete postal address of CIPET Centre i.e. 50<sup>th</sup> Mile Stone, Near DCRUST Campus, NH-1, Murthal, Sonipat (Haryana) – 131039.

The envelope shall contain two separate sealed covers, one containing Technical Bid super-scribing on the top "Technical Bid" and another containing "Financial Bid" super-scribing on the top "Financial Bid".

**Crucial Date & Fact Sheet**

Date of Tender	20.08.2020
Bid submission start date	20.08.2020
Earnest Money Deposit (EMD) Value	<b>INR 2,50,000</b>
Bid Submission end date & time (Online)	09.09.2020 upto 03:00 P.M.
Technical Bid opening date & time	10.09.2020 at 03:30 P.M.
Validity of Bid	60 days
Tender Inviting Authority	CIPET: CSTS, Murthal

For any clarifications / queries related to tender document, please contact Director & Head, CIPET:CSTS, Murthal.

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4	Annexure -II (Financial Bid)
5	Annexure –III (Salary Slip Proforma)
6	Annexure – IV ( SLA Agreement Specimen)

2.

**SCHEDULE OF REQUIREMENT**

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

1. CIPET Murthal has initial requirement of manpower as detailed in "Section-C" (Technical requirement of Manpower) of the tender document. The requirement of CIPET Murthal 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 Murthal 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 Murthal 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 Murthal 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 CIPET Murthal.
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 Murthal premises. In case of any damage/loss/theft etc., to the property of CIPET Murthal, 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 Murthal or the same could be recovered from the performance guarantee, monthly payments due to the agency.
5. The personnel deputed to CIPET Murthal 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 Murthal.
6. The personnel deputed to CIPET Murthal shall not be changed by the agency under any circumstances unless there is a specific request from CIPET Murthal.
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 Murthal and CIPET Murthal 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 Murthal. The persons deployed by the agency/bidder at CIPET Murthal shall not have claims of any employer and employee relationship against CIPET Murthal.
9. The successful agency/bidder shall be solely responsible for the redressal of grievance/ resolution of dispute relating to persons deployed. The CIPET Murthal shall in no way be responsible for settlement of such issues whatsoever.
10. CIPET Murthal 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 Murthal 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 Murthal.



**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 Murthal.
2. CIPET Murthal, 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 Murthal 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 Murthal is put to any loss/obligation, monetary or otherwise, the CIPET Murthal 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 Murthal 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 Murthal.
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 Murthal.

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

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

Sl. No.	Name of service to be procured	No of manpower required	Minimum educational qualification with experience	Remuneration range / Consolidated Remuneration to be paid per month	Tenure (in years)
1	Faculty(Academic/VTC/STC	16	Full time diploma in appropriate branch/DPT/DPMT/PGDPPT with experience in relevant field. (or) B.E. / B. Tech in appropriate discipline with minimum 01 year of experience	Rs. 14500/- to Rs. 24500/-	1 Year (Renewable up to 3 years based on performance and requirement)
2	Consultant (Hardware & Networking)	01	Full Time Degree/Diploma in IT and Networking or allied fields with minimum two years experience in installation, functioning and maintenance of IT and networking infrastructure at any reputed organization	Rs. 20,000/- to Rs. 30,000/-	
3	Machine operator	7	Full time diploma in appropriate branch/DPT/DPMT/PGDPPT/Class 10 <sup>th</sup> pass with skill training of Level-4 as per NSQF guidelines with experience in relevant field/machining.	Rs. 12,000/- to Rs.15,000/-	
4	Shop Floor Attendant (Testing/Processing)	12	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. 15,000/ to Rs.25,000/- p.m	
5	Data Entry operator (Admin/PDI/Store/VTC)	05	Full time Graduation with basic knowledge of computer. Should be capable to speak/ read/ write in the regional language besides English language. Proficiency in typing work and sending information through SMS, E-mail, Social media and using mail merge, etc. Proficiency in customer service skills. Should be well versed with MS-Office (word, excel, power- point).	Rs. 12,000/- to Rs.20,000/- p.m.	
6	Asst. Hostel Supervisor cum Incharge Hostel In-mates affairs	01	Full time First Class Graduate in any discipline with working knowledge in computer. Minimum 5 years post qualification experience in any students Hostel activities. Preference will be given to the Ex. Service Man. Should have good oral and written communication skills.	Rs. 20,000/- to Rs.30,000/- p.m.	

**Note:**

- (1) The educational qualification can be relaxed with the approval of Director & Head, CIPET Murthal;
- (2) Statutory charges like EPF and ESIC, as applicable from employer side, are excluded in the present remuneration mentioned in prepare. The remuneration is for deployment from 9:00 am. to 5:30 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 sealed Two-Bid system. Cover-I should contain "Technical Bid" & "Earnest Money" and Cover-II should contain "Financial Bid". Both the covers should be kept in one sealed envelope.
2. The completely filled bid documents, duly sealed, should be addressed to Director & Head, CIPET:CSTS Murthal, 50<sup>th</sup> Mile Stone, Near DCRUST Campus,NH-1, Murthal, Sonipat (Haryana) - 131039 and should reach on or before 3:00 pm on 10.09.2020 by Registered Post or by hand at dak counter at the above mentioned address duly super-scribed on the top of the envelope as "Bid for Hiring of outsourced Manpower Services in CIPET Murthal.
3. The tender documents shall be treated as "confidential".

4. 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.
5. Technical Bid should be submitted by the bidder strictly as per Bidder eligibility criteria with documentary evidence prescribed.
6. 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.
7. Each page of the tender document should be signed and stamped by authorized signatory.
8. 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 Murthal reserves the right to modify/relax any of the terms & conditions of the tender.
10. Pre-Bid inspection/Survey: The bidder may visit CIPET Murthal to have an understanding of the requirements during working hours of CIPET Murthal.
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 & Head, CIPET:CSTS, Murthal / the Competent Authority.
12. CIPET Murthal may renew the contract for a further period on the same terms and conditions depending upon the requirement of manpower, administrative convenience of CIPET Murthal and performance of the agency.
13. CIPET Murthal 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. CIPET Murthal, 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 finalised, no increase will be considered in the rates quoted by the agency in any case during the period of contract.
18. CIPET Murthal 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 Murthal shall be submitted for Tender EMD 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, CIPET Murthal 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. The bidder will be bound by the details furnished by him to CIPET Murthal 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/Nationalised Banks/State Govt. Departments/Autonomous /Statutory Bodies/Corporations. The copy of the experience certificate /work order issued by the respective office should be provided.
3. The bidder should have 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 CIPET Murthal. 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/Nationalised Banks/State Govt. Departments/Autonomous /Statutory Bodies/Corporations and there is no litigation continuing with any Government Department is pending on account of similar services.
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 fulfill the following technical criteria/attach the following required certificates in order to be eligible for financial evaluation and compliance of bid described in the tender document.

1. A self-attested Registration Certificate under the Companies Act, 1956/2013 or a partnership firm registered under Indian Partnership Act of Proprietary Concern.
2. A self-attested Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970.
3. A self-attested copy of PAN card.
4. A self-attested copy of the latest IT Returns filed preceding 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.

### **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. 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.

#### **IV. ISSUE OF LETTER OF INTENT**

1. The issue of letter of intent / work order shall constitute the intention of CIPET Murthal 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 CIPET Murthal.

#### **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 CIPET Murthal 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 CIPET Murthal. 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, and Taxes as applicable from time to time. CIPET Murthal may ask for producing the originals of any documents for verification.
  - (c) Bank statement showing debits from awarding agency's bank account towards payment of wages to its personnel deployed at CIPET Murthal.
2. The TDS shall be made as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided by CIPET Murthal 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 7<sup>th</sup> day of every month.
5. The successful bidder will ensure the remittance of remuneration to the personnel deployed by them in CIPET Murthal by directly transferring into their respective bank accounts.
6. The proof of challan/receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bills will not be processed.
7. Proof of Taxes as applicable from time to time deposited with the concerned Government agencies shall be submitted with the bill.
8. In case CIPET Murthal 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 @ 3% of the estimated value of contract in the form of Demand Draft in favour of CIPET Murthal from any nationalized commercial bank should be submitted (except those who are registered with the Central Purchase Organization, National Small Industries Corporation or the concerned Ministry or Department) 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 Murthal 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 CIPET Murthal 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 CIPET Murthal 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 Murthal.
2. If the bidder withdraws bids before/after finalization of the tender, EMD will be forfeited.
3. If the contract is terminated by CIPET Murthal 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 CIPET Murthal 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 Director & Head, CIPET: CSTS, Murthal 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-richtly 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 CIPET Murthal due to security risks, incompetence, conflict of interest, improper conduct etc. upon receiving notice from the CIPET Murthal. The delay in providing a substitute beyond five working days would attract a penalty @Rs.3000/- per day on the service providing agency. In case of delay of more than 15 days, CIPET Murthal 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, CIPET Murthal may, at its discretion, terminate the contract.

**XIII. CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, CIPET Murthal 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**

CIPET Murthal 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 CIPET Murthal, CIPET Murthal 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 CIPET Murthal

**XVII. FORCE MAJEURE**

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

(Director & Head)  
CIPET:CSTS, Murthal

**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.	GST 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/Authorized signatory of the agency mentioned above is competent to sign this declaration and execute this tender document.

I have carefully read and understood all the terms and conditions laid down in the 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**

**ANNEXURE – II****FINANCIAL BID DOCUMENT**

CIPET Murthal has worked out the requirement (in Section 'C' of the tender document) to be deployed in its office at CIPET Murthal.

The successful bidder is required to pay the remuneration, as fixed by CIPET Murthal, on monthly basis to each of the personnel, after deduction of employee share of contribution towards ESI, EPF etc., wherever applicable, deployed in CIPET Murthal during the contract period.

CIPET Murthal 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 Murthal	

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 up to two decimal points only are 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



## Appendix-"B4"

**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

(Central Institute of Plastics Engineering & Technology (CIPET), Murthal addressed at Near  
DCRUST Campus, 50<sup>TH</sup> Mile Stone, NH-1, Murthal (Sonipat) 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 CIPET/CSTS/Murthal/OMS/2020-21/02 date  
28.07.2020 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, alongwith 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, and 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 CIPET Murthal 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 Murthal.
- (2) If the bidder withdraws tender any time after expiry of time of submission of Bids.
- (3) If the contract is terminated by CIPET Murthal 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 Murthal 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 Sonipat.

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)

Appendix-"B5"

**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	