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## **E-TENDER DOCUMENT**

## **FOR**

## **OUTSOURCING OF MANPOWER SERVICES**



CIPET: Centre for Skilling and Technical Support - Jaipur
(Department of Chemicals & Petrochemicals,
Ministry of Chemicals & Fertilizers, Govt. of India)
SP-1298, Sitapura Industrial Area, Phase-III, Tonk Road, Jaipur - 302022
Web: cipet.gov.in, e-mail: cipetjaipur@gmail.com

E-Tender No: CIPET/CSTS/JAIPUR/2021-22/ M. H. /01 Dated: 21.10.2021

Last Date of Submission: 22.11.2021 up to 16.00 hrs.

# CIPET: Centre for Skilling and Technical Support - Jaipur (Department of Chemicals & Petrochemicals, Ministry of Chemicals & Fertilizers, Govt. of India) SP-1298, Sitapura Industrial Area, Phase-III, Tonk Road, Jaipur - 302022 Web: cipet.gov.in, e-mail: cipetjaipur@gmail.com

#### **NOTICE INVITING E-TENDER**

CIPET: CSTS – Jaipur invites online E-Tender from registered and authorized contractors in two Bid Systems (Part 1 Technical and Part 2 Financial) for engagement of High Skilled/Skilled/Semi Skilled/Unskilled manpower for the work of Technical / Academic services / Office Work / etc. at CIPET: CSTS – Jaipur, SP-1298, Sitapura Industrial Area, Phase-III, Tonk Road, Jaipur - 302022.

#### **IMPORTANT INFORMATION AND DATES**

	Description	Details		
1.	Purchaser	CIPET: CSTS – Jaipur		
2.	Tender No	CIPET/CSTS/JAIPUR/2021-22/ M. H. /01 Dated: 21.10.2021		
3.	Online Tender submission of bid	www.tenderwizard.com/CIPET		
4.	Online Tender information available at	www.cipet.gov.in		
5.	Service to be offered	Outsourcing of Manpower Services		
6.	Estimated Cost	Rs.1,00,00,000/-		
7.	Date of E-Tender Publication	21.10.2021		
8.	Date of Time of Issue or download Tender	21.10.2021, 10.00 Hrs onwards		
9.		22.11.2021 up to 14.30 Hrs		
10	Last Date and Time for Submission of duly filled Tender Documents	<b>y</b> 22.11.2021 up to 16.00 Hrs CIPET: CSTS – Jaipur		
	Date, Time and place of opening of Technical bid	23.11.2021 up to 15.00 Hrs CIPET: CSTS – Jaipur		
	Date and Time of opening of Financial bid	Opening of financial bid date, time, and venue will be conveyed to the technically qualified bidder by post/mail/telephonically.		
	Venue for Opening of Technical & Financial Bids	CIPET: CSTS, Jaipur SP-1298, Sitapura Industrial Area, Phase III, Tonk Road, Jaipur - 302022		
14	E-Tender Fees (including GST)	Rs. 2500 + 18% GST = Rs. 2,950 (Two Thousand Nine Hundred and Fifty only)		
15	, , ,	As per Office Memorandum No. F.9/4/2020-PPD Bid Security Declaration should be submitted by bidders.		
		Rs.3,00,000/- ( Rupees Three Lakh only).		
17	Online Bank Details of CIPET: CSTS – Jaipur	Name: CIPET: CSTS – Jaipur A/C No: A/c.No. 6143002100001482 Name of Bank: Punjab National Bank Branch: Sitapura Industrial Area, Jaipur IFSC Code: PUNB0614300		

#### NOTICE FOR INVITING E -TENDER

CIPET: CSTS, Jaipur invites online tender in two bid system (Technical Bid and Financial Bid) "Contract for Outsourcing of Manpower Services at CIPET: CSTS, Jaipur". The tender forms can be obtained from Administration Department against Demand Draft of Rs. 2,950 (Non-refundable) Payable at CIPET-Jaipur from 10:00 AM to 5:00 PM on all working days w.e.f 21.10.2021 to 22.11.2021. The tender Documents duly completed in all respects have to be submitted online along with all necessary documents. Last date of submission of duly filled in Tender document is on or before 22.11.2021 (16.00Hrs).

Interested and eligible bidders may view and download detailed tender documents from CIPET's e-Tender portal <a href="www.tenderwizard.com/CIPET">www.tenderwizard.com/CIPET</a>, <a href="www.tenderwizard.com/cipet.gov.in">www.tenderwizard.com/CIPET</a>. Online Bids must be submitted through the portal <a href="www.tenderwizard.com/CIPET">www.tenderwizard.com/CIPET</a>.

Salient information about the E-Tender:

- 1. Mode of submission: ONLINE Only.
- 2. **Availability of Tender Documents:** All Bid formats (Technical & Commercial) are available ONLINE at CIPET's e-Tender portal <a href="www.tenderwizard.com/CIPET">www.tenderwizard.com/CIPET</a>, <a href="www.tenderwizard.com/CIPET">www.cipet.gov.in</a> & <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>. The registered vendors can download the tender document from this websites.
- 3. How to register by a vendor:
- (a) The prospective bidders have to register with CIPET through the E-tender portal of CIPET at www.tenderwizard.com/CIPET by **Online Payment of Rs. 1500/- + 18% 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.
- (b) Processing Fees is Rs. 7,500/- + 18% GST Payable Online separately to M/S KEONICS LTD. Tender Documents Fees of (Rs. 2950) (Non-Refundable) is Payable to CIPET, Jaipur in the form of Demand Draft from through any Nationalized Bank not drawn before the Date of Releasing of NIT or Bidders may directly deposit Rs. 2950.00 in the PNB Bank Account No.: 6143002100001482, IFSC: PUNB0614300.
- **4.** 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 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].

5. Contact details for e-Tender related issue:

Name of the Service Provider: KEONICS					
Contact Person	Mobile No. / E-mail	Remarks			
Local Representative	Mobile: 9680005669/8800991840	For, Vendor Registration/			
of KEONICS	E-mail: twhelpdesk639@gmail.com	DSC/ any other issue			
Mr. Deepak Jangid	Deepak.j@etenderwizard.com	regarding E-Tender Process,			
		Please Contact KEONICS as			
KEONICS'S Helpdesk		per the details given in the			
	+9180- 40482000	previous columns.			
	E-mail:cipethelpdesk@gmail.com				

- **6.** 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.
- **7.** While uploading/submitting the documents, it should be ensured that the file name should be the name of the document itself.
- **8.** 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.
- **9.** Bidders are advised to visit CIPET's e -Tender portal regularly for any Addenda/Corrigendum (if any) with regard to the e- Tender for which no separate paper advertisement will be published.

Director & Head, CIPET: CSTS, Jaipur reserves rights to accept or reject any/all tenders without assigning any reason/s thereof & any condition may be change/add at any time.

Ministry of Chemicals & Fertilizers, Govt. of India)
SP-1298, Sitapura Industrial Area, Phase-III, Tonk Road, Jaipur - 302022
Web: www.cipet.gov.in, e-mail: cipetjaipur@gmail.com

E-Tender No: CIPET/CSTS/JAIPUR/2021-22/ M. H. /01 Dated: 21.10.2021

The prescribed Tender Form containing the details may be obtained from website <a href="https://www.tenderwizard.com/CIPET">www.tenderwizard</a>.com/CIPET, www.cipet.gov.in up to 22.11.2021,14.30 Hrs.. The Tender Fee will be accepted in Online Transfer RTGS/NEFT "PNB — Sitapura Branch, Jaipur" "CIPET: CSTS — Jaipur Current A/c. No. 6143002100001482, IFSC: PUNB0614300".

The online bidding documents (Technical bid, EMD and Financial bid) duly filled in as per the instructions of the e-tender document and submission of bid online latest by 16.00 hrs on 22.11.2021, and offline tender document shall not accepted it may be treated as rejected.

The Tender-bidders have to quote only online bid (Part 1 Technical and Part 2 Financial). Technical Bid shall be opened on 23.11.2021 at 15.00 hrs in the presence of Tender Committee Members and Tender-bidders at Admin Department. 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, www.cipet.gov.in. The offers will be submitted in online which will contain as follows:

#### **CONTENT OF BIDDING DOCUMENTS**

#### List of Documents to be uploaded online:

- 01. Copy of payment receipt of Tender fees (Directly Online Transfer on A/c CIPET: CSTS Jaipur: Current A/c. No. 6143002100001482, IFSC: PUNB0614300.
- 02. Profile of the Manpower supply Contractor/Bidder on letter head.
- 03. Name of the owners/partners/director of the firm/company/corporation and their addresses on letter head.
- 04. A self-attested Registration Certificate under the Companies Act, 1956/2013 or a partnership firm registered under Indian Partnership Act of Proprietary Concern.
- 05. A self-attested Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970.
- 06. Valid copy of GST, PAN, EPF and ESIC registration.
- 07. Copy of work order/experience certificate, where in the bidder is having 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/ Organizations.
- 08. Name and addresses of bankers with whom the account is maintained along with copy of bank account statement for the last six months.
- 09. Copies of self-attested audited profit & loss account /income & expenditure account and balance sheets for the past two financial years wherein the average annual turnover of the company/firm/agency should not be less than rupees twenty five lakh during the last two financial years.
- 10. Number of disputes with clients, if any, reasons of disputes and present position of disputes details. (on company letter head)

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

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

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

Director & Head CIPET: CSTS - Jaipur

#### Ministry of Chemicals & Fertilizers, Govt. of India) SP-1298, Sitapura Industrial Area, Phase-III, Tonk Road, Jaipur - 302022

Web: cipet.gov.in, e-mail : cipetjaipur@gmail.com

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#### Scope of work

- 1 Actual number of manpower will be finalized after award of work, based on the requirement of CIPET: CSTS Jaipur. The number of manpower may increase or decrease in future as per requirements of the institute.
- 2 Details of manpower required (Approximately Manpower, which may increase/decrease in future) as per the requirement of CIPET:CSTS-Jaipur.

SI. No.	Particulars	Qualification and Experience
1	Shop floor/ work shop Attendants (Testing Deptt.)	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.
2	Shop floor/ work shop Attendants (Processing Deptt.)	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.
3	Shop floor/ work shop Attendants (Tool Room Deptt.)	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.
4	Shop floor/ work shop Attendants (Skill Training Deptt.)	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.
5	Data Entry Operator (Customer Relationship) (Testing Deptt.)	Full time Graduation with basic knowledge of computer
6	Data Entry Operator (Skill Training)	At least senior secondary pass out; preferably a full time graduate in any discipline from recognized University/ Institute
7	Instructor (Skill Development: Soft Skills)	Full time Graduate in English (Hons) with 1 year experience in the relevant area.
8	Consultant : IT & Networking	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 organisation
9	Hostel Inmates affairs	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.
10	Helper / MTS (Testing, Processing, Tool Room, Admin. Deptt.)	Minimum 8th Std. pass and necessary experience

- The Agency may quote their Management/Service charges, in percentage only both in figure and words. Other than service charges, all other tax/ charges will be levied as per the Govt. Norms only. (As per the format enclosed as annexure).
- 4 The CIPET will pay the employer's contribution towards Employees Provident fund (EPF) (as applicable) and Employees State Insurance (ESIC) (as applicable) and all taxes/ charges levied under statutory provisions (subject to Govt. Revision). Difference of wages will be paid as and when required as per the department of labour Govt. of India.
- 5 The CIPET will pay the employer's Contribution towards Employees Provident fund (EPF) and Employees State Insurance (ESIC) as per the limit of Wages/Salary.

#### SCHEDULE OF REQUIREMENT

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

- CIPET: CSTS Jaipur, has initial requirement of manpower as detailed in "Section-C" (Technical requirement of Manpower) of the tender document. The requirement of CIPET: CSTS – Jaipur, 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 outsourcing of manpower contract will be initially for a period of one year and is likely to commence from the date of deployment of manpower after completing pre-deployment formalities listed in the tender document which may be extended for a further period of one year depending upon the requirement of manpower, administrative convenience of CIPET: CSTS Jaipur, and performance of the agency.

#### **SECTION-A**

#### LIABILITIES AND CONTROL ETC. OF THE PERSONS DEPLOYED

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

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#### Section - B

#### **LEGAL TERMS & CONDITIONS OF THE TENDER**

- 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 at CIPET: CSTS Jaipur.
- 2. CIPET: CSTS Jaipur apart from the remuneration, will reimburse to the agency all statutory charges towards ESI, EPF and Bonus, as applicable under prevailing law from time to time.
- 3. The successful agency/bidder shall also be liable for depositing all taxes, levies, cess etc., on account of services rendered by the bidder to CIPET: CSTS Jaipur to concerned tax, ESI, EPF authorities from time to time as per extant rules and regulations on the matter. In case, the successful agency/bidder fails to comply with the statutory/taxation obligation under appropriate law, and as a result thereof, CIPET: CSTS Jaipur is put to any loss/obligation, monetary on otherwise, the CIPET: CSTS Jaipur will deduct the same from the monthly bills and/or the performance security deposit of the agency/bidder, to the extent of the loss or obligation in monetary terms.
- 4. The successful agency/bidder shall maintain all statutory registers under the law. The agency shall produce the same, on demand to the concerned authority of CIPET: CSTS Jaipur or any other authority under law.
- 5. The tax deduction at source (TDS) shall be made as per the provisions of Income Tax Act and a certificate to this effect shall be provided to the agency by the CIPET: CSTS Jaipur.
- 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 CIPET: CSTS Jaipur.

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Section - C.

#### TECHNICAL REQUIREMENT OF MANPOWER TO BE DEPLOYED

The eligibility criteria for personnel to be deployed by successful agency/bidder at CIPET: CSTS – Jaipur 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:-

					Nature of the		Remuneratio	Tenur	Remark
5	SI.	Name	of	No of	duty	Minimum	n	e (in	S
		servic			performe	educationa			
١	٧o.	e to	be	manpower	to be d	1	range /	years)	
		procure		require		qualificatio			
		d	(as	d	by the	n	Consolidated	(As per	
		per			contractuall		Remuneratio		
		details	of		у	with	n to	details of	
		colum					be paid per	colum	
		n – 2	of		engaged	experience	month	n – 6	
		Schedul -			manpow	(a per	(as	of	
		e I	of		er	s details	per details of	Schedule	
		Part-			(as per details	column	colum	–I of Part-	
		B)			of	of – 4	n – 5 of	B)	
					colum	Schedul			
						of e -I	Schedule –I of		
					Schedul		Part-		
					e –I of	of Part-B)	B)		
					Part-				
					B)				

Attached as Annexure: V (Part - B of Schedule - I)

#### Note:

- 1. The educational qualification can be relaxed if the skill and experience meet CIPET requirements.
- 2. Statutory charges like EPF and ESIC, as applicable from employer side, are excluded in the present remuneration mentioned in prepare. The remuneration is for deployment from 9:00 a.m to 5:30 p.m., including lunch of 30 minutes (working 6 days in week). However; depending upon exigency and requirement of work, engaged personnel may be required to work in shift duties also.

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

#### I - GENERAL TERMS & CONDITIONS

- 1. The tender should be submitted in online Two-Bid system. "Technical Bid" and "Financial Bid".
- 2. The tender documents shall be treated as "confidential".
- 3. Bid shall be submitted with a forwarding letter head of the bidder/agency duly signed and stamped by authorized signatory on each page to ensure the compliance of scope, services and general terms and conditions of the tender under reference.
- 4. Technical Bid should be submitted by the bidder strictly as per Bidder eligibility criteria with documentary evidence prescribed.
- 5. No overwriting, corrections and striking in the financial bid format is permitted. All entries in the bid/tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
- 6. Each page of the tender document should be signed and stamped by authorized signatory.
- 7. Rates of all personnel should be quoted, otherwise the bid shall be rejected. Rates should be quoted, both in figures & words, inclusive of all taxes. In case of variation between the rates quoted in figures and words, one in words shall be taken as final.
- 8. CIPET: CSTS Jaipur reserves the right to modify/relax any of the terms & conditions of the tender.
- 9. Pre-Bid inspection/Survey: The bidder may visit CIPET: CSTS Jaipur to have an understanding of the requirements during working hours of CIPET: CSTS Jaipur.
- 10. 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 the Competent Authority.
- 11. CIPET: CSTS Jaipur may renew the contract for a further period on the same terms and conditions depending upon the requirement of manpower, administrative convenience of CIPET: CSTS Jaipur and performance of the agency.
- 12. 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 tender fee deposit and cancellation of contract.
- 13. 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.
- 14. CIPET: CSTS Jaipur 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, substandard quality of manpower deployed, breach of contract, etc. In such case, successful bidder will not be entitled to any kind of compensation.
- 15. 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.
- 16. CIPET: CSTS Jaipur reserves the right to reject any or all the tenders or accept them in part or to reject lowest tender.
- 17. The successful bidder may also opt for premature cancellation of the contract by giving one months' notice in writing. If contract is cancelled without any notice, CIPET: CSTS Jaipur the right to forfeit the PG of the successful bidder.
- 18. 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.
- 19. The bidder will be bound by the details furnished by him to CIPET: CSTS Jaipur while submitting the tender/bid or at subsequent stage. In case such documents furnished by the bidder or successful bidder are found to be false or incorrect at any stage, it would be deemed to be a breach of terms of contract making him liable for legal action besides termination of contract.

#### **ELIGIBILITY CRITERIA FOR THE AGENCY/BIDDER:**

- 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. A copy of the experience certificate or work order(s) issued by the respective office should be provided.
- 3. The bidder should have a bank account in his name. [A self-attested bank account statement for the last six months should be provided.]
- 4. The bidder should have office of the company/firm/agency at the location of Jaipur. [A self-attested documentary proof should be provided.]
- 5. The bidder should furnish signed declaration indicating that they have carefully read the terms and conditions of the tender and accepted all the provisions of the tender document.
- 6. The bidder should furnish a signed declaration that they have not been blacklisted/debarred by the Ministry/Departments of Govt. of India/Central PSUs/ Nationalized Banks/State Govt. Departments/ Autonomous/Statutory Bodies/Corporations and there is no litigation with any Government Departments is pending on account of similar services.
- 7. The tenderer/bidders are required to upload attested photocopies of the documents listed above and in the Tender Document along with the "Technical Bid" failing which the bids shall summarily be rejected and will not be considered further.

#### SELF ATTESTED DOCUMENTS TO BE UPLOAD 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 GST 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 five 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.

#### **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 up to two decimal points only be considered without rounding up.
- 6. In case two or more bidders offer same percentage of service charges, then the bidder having highest turnover will be considered as L1.
- 7. The rates in the financial bid should be strictly as per Annexure-II.

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

- The issue of letter of intent / work order shall constitute the intention of CIPET: CSTS -Jaipur, 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: CSTS Jaipur.
- 4. In light of the provisions contained in point-4 contained in OFFICE MEMORANDUM No. F.9/4/2020 PPD, GoI, Ministry of Finance, Dept. of Expenditure, Procurement Policy Division dated 12.11.2020, all bidders must submit the Bid Security Declaration in prescribed format, in place of EMD.

# 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: CSTS Jaipur) by the agency.
- 4. Performance security deposit equivalent to 3% of the amount of annual contract value in the form of FDR issued by a nationalized bank in favour of CIPET: CSTS Jaipur,. 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 CIPET: CSTS Jaipur.
- 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: CSTS Jaipur 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 CIPET: CSTS Jaipur 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: CSTS Jaipur 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 (EMD)/SECURITY DEPOSIT/PERFORMANCE GUARANTEE

In light of the provisions contained in point-4 contained in OFFICE MEMORANDUM No. F.9/4/2020- PPD, Gol, Ministry of Finance, Dept. of Expenditure, and Procurement Policy Division dated 12.11.2020, all bidders must submit the Bid Security Declaration in prescribed format, in place of EMD.

Successful bidder has to submit Performance Guarantee / Security deposit equivalent to 3% of the amount of annual contract value in the form of fixed deposit of a nationalized bank in favour of CIPET: CSTS - Jaipur 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.

VIII. The successful bidder will be required to execute an agreement as per Annexure "IV" with CIPET: CSTS - Jaipur 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

- If the successful bidder/agency refuses/fails to accept the 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 CIPET: CSTS - Jaipur.
- 2. If the bidder withdraws bids before/after finalization of the tender, EMD will be forfeited.
- 3. If the contract is terminated by CIPET: CSTS Jaipur 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: CSTS - Jaipur 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. <u>REJECTION OF THE BID</u>

- 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 Jaipur 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 CIPET: CSTS Jaipur due to security risks, incompetence, conflict of interest, improper conduct etc. upon receiving notice from the CIPET: CSTS Jaipur. 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: CSTS Jaipur 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: CSTS Jaipur may, at its discretion, terminate the contract.

#### XIII. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, CIPET: CSTS - Jaipur 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: CSTS - Jaipur 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: CSTS - Jaipur, CIPET: CSTS - Jaipur 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: CSTS - Jaipur.

#### XVII. FORCE MAJEURE

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either partly 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 - Jaipur

#### ANNEXURE- I

## VI) TECHNICAL BID DOCUMENT

SI.		Particular	Details				
No.		-					
	Name of Agency /						
	•	Profile of the Agency / Firm					
		r/Director of the agency					
	Full address of reg						
	(a) Telephone No.						
	(b) Fax No.						
	(c) Mobile No.						
	(d) e-mail address						
5	Correspondence a	ddress of office					
6	Full address of bra	anch					
	Bank A/c for the I no. of banker).	with its full address (Attach self- attested copy of ast six months issued by the banker and telephone					
	Registration No. ( Criteria)	of the Agency (as per (a) in Technical Evaluation					
	PAN/TIN No. of the Agency)	ne agency(Attach attested copy of PAN/TIN card of					
	GST Registration Certificate)	No. (Attach attested copy of the Registration					
	EPF Registration Certificate)	No. (Attach self- attested copy of the Registration					
	ESI Registration Certificate)	No. (Attach self-attested copy of the Registration					
	Financial turnover of the agency for the past three financial years (copy of the IT returns filled in respect thereof and a copy of the turnover statement for the above two financial years separately, duly certified by the Chartered Accountant, to be attached in the following format):						
F	inancial Year	Amount (Rs. in lakhs)	Remarks, if any				
14	Private Firms hand	ontracts with Central Government / State Government dled by the tendering agency/bidder for providing mawing format (attested copies of the last two years' elosed).	npower during the last two				

SI. 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

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

## **DECLARATION** \_\_\_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 **BID SECURING DECLARATION FORM** E-Tender No.: CIPET/CSTS/JAIPUR/2021-22/ M. H. /01 CIPET- CENTRE FOR SKILLING & TECHNICAL SUPPORT (CSTS), SP-1298, Phase- III, Sitapura Industrial Area, Tonk Road- Jaipur 302022 I/We, The undersigned, declare that: I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (I) fail or reuse to execute the contract, if required or (ii) fail or refuse to furnish the Performance Security, in accordance with the instruction to Bidders. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of successful Bidder; (ii) thirty days after the expiration of the validity of my/our Bid. Date: Seal & Sign. of bidder Place:

#### FINANCIAL BID DOCUMENT

CIPET: CSTS - Jaipur has worked out the requirement (in Section 'C' of the tender document) to be deployed in its office at SP 1298, Sitapura Industrial Area, Tonk Road, Jaipur.

The successful bidder is required to pay the remuneration, as fixed by CIPET: CSTS – Jaipur, on monthly basis to each of the personnel, after deduction of employee share of contribution towards ESI, EPF etc., wherever applicable, deployed in CIPET: CSTS - Jaipur, SP 1298, Sitapura Industrial Area, Tonk Road, Jaipur - 302022 during the contract period.

CIPET: CSTS - Jaipur 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 (%) (up to two decimal point only) to be charged on total remuneration excluding ESI, EPF and taxes as applicable from time to time		
Providing manpower of various categories based on the requirement of tender document on monthly remuneration fixed by CIPET: CSTS – Jaipur.			

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

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

Signature & Seal of the bidder with date

#### ANNEXURE - III

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

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

## 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(Month) OF THE YEAR						
BETWER (Name of CIPET Centre in full and complete postal a CIPET Centre with location) of the ONE PART.		eferred to as the				
AND						
M/s		registered				
under	having its					
	fice at	G				
(hereinafter referre	ed to as th	he				
	"CONTRACTOR" W					
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 collectively referred to as "Parties".	e individually referred	to as a "Party" and				
WHEREAS the CONTRACTOR has agreed to deploy manpower at the aforesaid location under CIPET Centre in accordance with Tender No.						

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

has agreed to take the services of manpower to be provided by the CONTRACTOR;

#### **Terms and Conditions:**

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.

WHEREAS, CIPET: SARP-APDDRL, Bengaluru has accepted the bid of the CONTRACTOR and

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

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

- 1. If the successful bidder/agency refuses/fails to accept Letter of Intent (LOI)/Work Order issued by (CIPET: CSTS Jaipur, SP 1298, Sitapura Industrial Area, Tonk Road, Jaipur 302022) or the work assigned to the agency/bidder are not done as per the scope of work/schedule of requirement, EMD/Security Deposit will be forfeited and the bidder will not be entertained for any tenders that may be published in future by (CIPET: CSTS Jaipur,SP 1298, Sitapura Industrial Area, Tonk Road, Jaipur 302022).
- 2. If the bidder withdraws tender any time after expiry of time of submission of Bids.
- 3. If the contract is terminated by (CIPET: CSTS Jaipur, SP 1298, Sitapura Industrial Area, Tonk Road, Jaipur 302022) 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, Tender Fees of such bidder will be forfeited.
- 5. In case the successful agency fails to enter into the agreement with (CIPET: CSTS Jaipur,SP 1298, Sitapura Industrial Area, Tonk Road, Jaipur 302022) within the specified date mentioned in the letter of intent/work order, the EMD/security deposited by such agency shall stand forfeited without giving any further notice.

#### **PAYMENT OF BILLS TO AGENCY**

- 1. The Service Providing Agency will submit the bill, in triplicate, in respect of the billing cycle of each month by the end of the month. The payment will be released by the CIPET Centre after verification of the attendance and after deducting taxes etc. deductable 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 –
- 1. Deposit to PF in the PF Account of each of the manpower;
- 2. Deposit of contribution to the ESI.
- 3. TDS from the remuneration of the manpower, wherever, applicable;
- 4. Any other deduction, as applicable.
- 4. No wage / remuneration will be paid to any staff for the days of absence from duty.

#### **RENEWAL OF CONTRACT:**

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

#### **TERMINATION OF CONTRACT:**

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

#### **PENALTY AND LIQUIDATED DAMAGES:**

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

#### **CANCELLATION BY DEFAULT:**

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

#### **BLACKLISTING:**

- 1. An establishment whether a company or a firm, blacklisted/debarred by Ministry/Departments of Govt. of India/Central PSUs/ Nationalised Bank/State Govt. Department/ Autonomous /Statutory Bodies/Corporations or if there is any litigation continuing with any of the above describe Government Departments on account of similar services, is not eligible to participate in the bidding process.
- 2. If at any stage of bidding process or during the currency of the work order, such information comes to the knowledge of CIPET, the CIPET Centre shall have the right to reject the bid or cancel the Work Order, as the case may be without any compensation to the Agency/Bidder

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.

3. If any Bidder/Agency fails to carry out the work order or if any Bidder/Agency has committed any breach of any of the terms of the contract, such Bidder/Agency without any prejudice to any other action that may be taken against such Bidder/Agency may be blacklisted by the CIPET Centre.

## **JURISDICTION FOR DISPUTES REDRESSAL:**

All Disputes arising between the parties to the contract, shall be shall be subject to the jurisdiction of courts of law at Bengaluru							
In WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS THEDAY 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						

## ANNEXURE - V (PART-B of Schedule-I)

#### TECHNICAL REQUIREMENT OF MANPOWER TO BE DEPLOYED

S. 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	No of Posts	Remarks
<b>(I)</b>	(II)	(III)	(IV)	(V)	(VI)		(VII)
1.	Shop floor/ work shop Attendants (Testing Deptt.)	<ul> <li>Operation of selected equipment</li> <li>Assisting officers for pre-test preparations and characterization activities</li> <li>Segregation of samples for retention and disposal</li> <li>Any other assistance in the lab from time-to-time</li> <li>Other works allotted by HOD</li> </ul>	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)	08	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement
2.	Shop floor/ work shop Attendants (Processing Deptt.)	<ul> <li>Pre-operatory preparations of the processing equipment</li> <li>Operation of the processing equipment</li> <li>Maintenance of record of activities</li> <li>Routine equipment check</li> <li>Any other assistance in the shop floor from time-to-time</li> <li>Other works allotted by HOD</li> </ul>	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	02	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement
3.	Shop floor/ work shop Attendants (Tool Room Deptt.)	<ul> <li>Pre-operatory preparations of the Tool Room equipment</li> <li>Operation of the Tool Room equipment</li> <li>Maintenance of record of activities</li> <li>Routine equipment check</li> <li>Any other assistance in the</li> </ul>	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	02	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement

		•	shop floor from time-to-time Other works allotted by HOD					
4	Shop floor/ work shop Attendants (Skill Training Deptt.)	•	To mobilize and counsel Students. To impart practical training to students. Maintenance of record of activities Routine equipment check Any other assistance in the shop floor from time-to-time Other works allotted by HOD	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	15	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement
5.	Helper/MTS – Processing Deptt.	•	Multiple Assistance in Processing Department Operation of the Processing equipment Other works allotted by HOD	Minimum 8th Std. pass	Rs. 10,000/- to Rs.15,000/- pm.	1Year (Renewable upto 3 years based on performance and requirement	12	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement
6.	Helper/MTS – Tool Room Deptt.	•	Multiple Assistance in Tool Room Department Operation of the Tool Room equipment Other works allotted by HOD	Minimum 8th Std. pass	Rs. 10,000/- to Rs.15,000/- pm.	1Year (Renewable upto 3 years based on performance and requirement	04	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement
7.	Data Entry Operator (Customer Relationship)- Testing Deptt.	•	Preparation of quotation & proforma invoices Documentation pertaining to sample receiving cell Preparation of test reports Other works allotted by HOD	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.	Rs.12,000/- to Rs.20,000/-p.m	1Year (Renewable upto 3 years based on performance and requirement	01	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement

			Proficiency in customer service skills.				
8	Data Entry Operator (Skill Training).	<ul> <li>Drafting and releasing advertisements in newspaper(s) for mobilization of candidates.</li> <li>Providing typing assistance to the Screening /Selection Committee.</li> <li>Documentation, record keeping w.r.t. distribution of training kits to the trainees.</li> <li>Assistance for organising course inaugural / valedictory function.</li> <li>Assisting for placement activities.</li> <li>Documentation, record keeping w.r.t. distribution of certificates to the trainees on conclusion of training programme.</li> <li>Maintaining documents received from the candidates.</li> <li>Maintaining registration forms.</li> </ul>	At least senior secondary pass out; preferably a full time graduate in any discipline from recognized University/ Institute. Should be well versed with MS-Office (word, excel, powerpoint). Sufficient knowledge of Mail wizard. Good Communication skill in English and regional language of the State. Good presentation skills. Knowledge of English Typing, preferably supported by a certificate of proficiency.	Rs. 15,000/- to Rs. 20,000/- p.m.	1Year (Renewable upto 3 years based on performance and requirement	08	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement
9	Instructor (Skill Development :Soft Skills)	To conduct spoken English & personality development classes for VTC Students	Full time Graduate in English (Hons) with 1 year experience in the relevant area.	Rs. 20,000/- to Rs.30,000/- pm.	1Year (Renewable upto 3 years based on performance and requirement	01	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement
10	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	Rs. 20,000/- to Rs.30,000/- pm.	1Year (Renewable upto 3 years based on performance and requirement	01	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual

			maintenance of IT & Networking infrastructure at any reputed organization.				engagement
10.	Assistant Hostel Supervisor cum In-charge Hostel Inmates affairs	<ul> <li>Looking all the activities of Hostels</li> <li>Maintain all the hostel related files and documents</li> <li>Other works allotted by HOD</li> </ul>	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.20000/- to Rs.30000/-p.m	1Year (Renewable upto 3 years based on performance and requirement	03	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement
11	MTS/Helper Testing Deptt.	Multiple assistance/helping in the Testing lab	Minimum 8th Std. pass	Rs. 10,000/- to Rs.15,000/- pm.	1Year (Renewable upto 3 years based on performance and requirement	02	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement
	MTS/Helper- Administration Department	Multiple assistance/helping in the office/ hostel/lab/ workshop/class room etc.	Minimum 8th Std. pass	Rs. 10,000/- to Rs.15,000/- pm.	1Year (Renewable upto 3 years based on performance and requirement	03	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement