



CENTRAL INSTITUTE OF PLASTICS ENGINEERING & TECHNOLOGY(CIPET)
CENTRE FOR SKILLING & TECHNICAL SUPPORT (CSTS)
(Deptt. of Chemicals & Petrochemicals)
(Ministry of Chemicals & Fertilizers, Govt. of India)
CIPET Centre, Agartala, Rubber Park Area, Bodhjungle, Bodhjungle, Bodhjungle,
Sub-Division Mohanpur, Agartala Tripura (West) M-7085060926/9954542542/9402183512



TENDER DOCUMENT AGT/ADMIN/MANP&SEC/08 /2019-20 Dated 26.01.2020

TENDER DOCUMENT

FOR

HIRING OF MANPOWER SERVICE & SECURITY FOR CIPET: CSTS AGARTALA

(Multipurpose Building, Hostel, Administrative Building, Amenities Building & Bamboo Park)



CENTRAL INSTITUTE OF PLASTICS ENGINEERING & TECHNOLOGY
(Department of Chemicals & Petrochemicals, Ministry of Chemicals & Fertilizers)
Govt. of India

TENDER DOCUMENT AGT/ADMIN/MANP&SEC/08 /2019-20 Dated 26.01.2020

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Notice Inviting Tender (NIT)

Tender No: CIPET/AGT/ADMIN/08/MANP&SEC/2019-20

Date: -26.01.2020

CIPET: CSTS – Agartala invites Tender in two bid system from reputed Manpower Providing Agencies / Companies / Firms / Contractors and Security Agencies (henceforth shall be referred as bidders in the Tender Document) having valid registration for “Supply and Engagement of Various Manpower under Outsourced Manpower Agency” to provide – High Skilled / Skilled / Semi-Skilled / Unskilled manpower and Security Services for an initial period of 01 Year which may be extended further for a subsequent period of 02 years on satisfactory services.

Sl. No.	Tender No. & Date	Name of Work	EMD Rs. Refundable	Duration	Last Date & Time of Bid Submission
01.	AGT/ADMIN/MANP & SEC/07 /2019-20 Dated: 26.01.2020	**A. “Hiring of Manpower Service”	₹5,000.00	01 Year	07.02.2020 At 05:00PM
02.	AGT/ADMIN/MANP & SEC/07 /2019-20 Dated: 26.01.2020	**B. “Hiring of Security Service”	₹5,000.00	01 Year	07.02.2020 At 05:00PM

***** Separate EMD is Required for Serial No. A & B.

Interested and eligible bidders may view and download the detailed tender documents from CIPET Website: - www.cipet.gov.in

Eligibility Criteria of Bidder for Participation:

Age of Firm: Should be 03 Years or more as on 31.12.2019

Annual Turn Over: Minimum 20 Lakhs Per Year.

Experience: Similar Experience of Supply of Manpower & Security Service in Government Institution Corporate Offices / Institutions / Central Autonomous Body / Central Public Sector Undertaking etc.

Copies of similar work order of last 3 Financial years (2016-17 & 2017-18, 2018-19) to be Enclosed as a proof.

All Bids must be submitted on or before 07.02.2020 up to 5.00 P.M. **EMD will be accepted in the form of Demand Draft drawn on any Indian Nationalized Bank favoring “CIPET:Agartala VTC” payable at Agartala** and shall be submitted at CIPET: CSTS – Agartala in separate sealed cover (Technical & Price Bid) superscripted with (A) **“SUPPLY OF VARIOUS**



MANPOWER AT CIPET CSTS AGARTALA UNDER OUTSOURCED MANPOWER AND (B) SECURITY AGENCY”, failing of which Bids will be summarily rejected.

Bidders are requested to submit a hard copy of the Tender Document, which is duly sealed and signed and sent to the Deputy Director & Head, CIPET: CSTS – Agartala, , Rubber Park Area, Bodhjungle, Sub-Division Mohanpur, Agartala Tripura (West), Pin-799008 on or before 07.02.2020 at 05.00 PM.

Section II: Introduction & Scope of Service

Introduction:

Central Institute of Plastics Engineering & Technology (CIPET) is a premier Institute under the Department of Chemicals & Petrochemicals, Ministry of Chemicals & Fertilizers, Govt. of India. It was established in 1968 by Government of India with the assistance of United Nations Development Programme (UNDP) at Chennai. The main objective of setting up of the institute was to develop manpower in different disciplines of Plastics Engineering & Technology as no similar institute was in existence in the country. International Labour Organization (ILO) served as the executing agency. During the initial project period between 1968 and 1973, the institute achieved the targets envisaged and was rated as one of the most successful UNDP projects implemented worldwide.

Today CIPET is fully devoted to Skill Development, Technology Support Services, Academic and Research (STAR) in all the domains of plastics which includes Design, CAD/CAM/CAE, Tooling & Mould Manufacturing, Plastics processing, Testing and Quality Assurance. CIPET operates from various locations spread across the country catering the needs of Polymer and allied industries.

In the last four years, CIPET has grown from 23 locations to 42 locations across the country, Agartala is one of its 42 Centers.

CIPET works in close liaison with industries to implement its initiatives in the areas of Polymer and allied industries in accordance with the environmental policies of the country. CIPET's sustained efforts in creating awareness on environmental issues towards plastics and plastics waste management has been very well received by the industry.

A. Scope of Service:

SCOPE OF CONTRACT

Actual number of manpower will be finalized after award of contract. The number of manpower may increase or decrease as per requirement from time to time depending upon the workload in the organization.

Categories of Manpower Required / May be Required:

1. *Highly Skilled (Technical / Non-Technical)*
2. *Skilled (Technical / Non-Technical)*
3. *Semi-Skilled*
4. *Unskilled*

Requirement: - Civil Engineer, Technician, Library Assistant Machine Operator, Hostel Caretaker, Housekeeping, MTS, Hostel Warden, Office Assistant, Accounts Assistant, Electrician, Plumber, Mobilization Executive, Housekeeping & Sweeper etc.

MODIFICATION OF TERMS AND CONDITIONS:

CIPET: CSTS - Agartala with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract post award of contract.

SECURITY

B. Scope of service

Scope of service includes providing round the clock security service to safe guard the property of CIPET Agartala located at Rubber Park, Bamboo Park and Multipurpose Building located at Industrial Growth Centre. Guards will have to perform duties in shift system (8hrs per guard per day). In addition to his normal duty hours, the security in-charge shall be responsible for supervising the guards in all shifts (i.e. 24 hrs) and shall obey the orders given by CIPET from time to time.

Section III: Terms & Conditions and Submission of Tender.

A. Terms & Conditions:

1. The Security Guards shall be paid as per the minimum rate of wage as fixed by the Govt. of Tripura, Labour Department. Agency/Firm shall enclose the copy of latest circular or any revision in minimum rate of wages effected by the competent authority of Labour Department, Govt. of Tripura. However, there shall not be any change of Agency Service Charges during the contract period because of such revision of minimum rate of wages.
2. The agency has to comply with the rules and regulations strictly issued by the Ministry of Labour & Employment, Govt. of India from time to time and will be responsible for observance of all provisions on the Contract Labour (Regulation and Abolition) Act, 1970. CIPET shall not be responsible for non-observance/violation of any rules and regulation under any Act or legislations made by Govt. of India.
3. The Firm/Agency must have valid license to run private security agency as per provisions of the Private Security Agencies (Regulation Act-2005 and Private Security Agencies (Regulation) Rules-2008.
4. The Firm/Agency must have registration certificate for EPF, ESI, PAN and other certificates required as per statutory requirement.
5. Statement showing deduction and deposits of EPF and ESI shall be submitted to CIPET periodically by the Security Agency/Firm. The Agency/Firm shall submit copies of EPF/ESI challans along with a list of security personnel in whose case the ESI/EPF has been deposited as proof of payment of monthly ESI/EPF.
6. All security personnel shall be free of intoxicants and any kind of criminal records. The Agency/Firm shall submit police verification report before engaging any security personnel at CIPET.
7. The supervisor shall be an Ex –Service man with good physic preferably JCO/HAV/Nk Rank and should be capable to communicate in Hindi, Bengali and English.
8. The security supervisor shall stay inside CIPET Campus at the accommodation provided by CIPET. In addition to his normal duty hours, the security in-charge shall be responsible for supervising the guards in all shifts (i.e. 24 hrs) and shall obey the orders given by CIPET from time to time.

9. The guards should be in good physique (Minimum height should be 5'5"), properly trained and in the age group of 18-40 years and should be able to communicate in Hindi & Bengali.
10. All security personnel shall behave politely with the students/visitors/ customers and office staff.
11. The security personnel shall be responsible to maintain all registers and records as directed by CIPET authorities from time to time.
12. The normal duty hour for guards shall not be more than 8 hours daily irrespective of any shift.
13. All security personnel shall be provided Uniforms, Caps, liveries, badges, whistle, lathi, etc. by the security agency and they shall always wear/carry it while on duty.
14. No guards shall leave duty points unless and until next reliever arrives at duty point.
15. No. of security post to be manned and the manner in which (shifts etc.) to be manned shall be the sole discretion of CIPET authorities.
16. Leave and sickness matters of security guards/supervisors shall be in the scope of security agency and timely and suitable replacement has to be arranged by the security agency before sanctioning of such leaves.
17. The Security personnel so appointed to render service at CIPET will be under the overall control of the Security Agency but they will remain under the direct administrative control of CIPET. Any security personnel found/deemed to be suspicious or of doubtful character and found guilty of misconduct, indiscipline behavior, of which CIPET shall be the sole judge, shall be replaced by the Security Agency without hampering the security work.
18. In case of any theft, miss happenings, robbery, vandalism within the premises, the concerned security personnel will be subjected to police interrogation and police report will have to be followed. Security Agency has to pay the compensation in such cases occurred due to negligence/lapse of duty on the part of the security.
19. An Earnest Money Deposit (EMD) of Rs.5000/-for each tender in the form of Demand Draft drawn in favour of CIPET- Agartala VTC payable at Agartala shall be enclosed with the Tender Document. Tender document without EMD shall not be considered. However,

the amount of the EMD of the successful bidder may be adjusted against the security deposit to be submitted on signing the agreement.

20. The qualified & successful bidder has to enter into an agreement with CIPET (format enclosed) on Rs. 100/- stamp paper. The cost of stamp paper shall be borne by the security agency.
21. An amount equivalent to @ 2.5% of the total monthly payable bill value shall be deducted as Security Deposit from the bill submitted by the Agency/Firm every month and the Security Deposit amount shall be interest free deposit with CIPET. In case of any default on the part of the Security Service Provider, the penalty shall be recovered from the security deposit lying with CIPET. The amount of Security Deposit is refundable on request within 30 days of expiry of the validity of the agreement by A/c payee cheque drawn in favour of the Firm/Agency payable at par. However, the Security Deposit shall be subject to TDS and/or other statutory deductions.
22. The contract period shall be for one year in the first instance and likely to be extended for another two years' subject to mutual consent of either parties.
23. Tenderer has to sign on each page of the Tender document with Agency seal as a token of acceptance of all the terms and conditions.
24. CIPET reserves the right to terminate the services of security arrangement provided by SERVICE PROVIDER at any time without assigning any reason thereof. However, SERVICE PROVIDER can withdraw his services by giving three (03) months notice.
25. CIPET reserves the right to increase/decrease the number of security personnel & Manpower to be hired based on the actual requirement of the Institute.

B. Submission of Tender.

1. The details may be filled in the tender documents itself in the space provided against each item. However, if required separate sheet may also be enclosed and it is advised to enclose the copies of testimonials in support of Licence, EPF, ESI, PAN, etc. along with the tender document.

2. Tender shall be submitting to separate envelopes as given below:

Envelop – I: It will carry the following documents.

- i. Separate Earnest Money Deposit for Manpower & Security Service
- ii. Updated certificate of registration of firm
- iii. License to run private security business & Manpower Service
- iv. Trade License
- v. Certificate of EPF registration
- vi. Certificate of ESI Registration
- vii. Certificate of GST Registration.
- viii. Certificate of PAN
- ix. No. of employees in the Firm and age of the firm/agency
- x. Turnover details of last three Financial years
- xi. List of existing govt. clients/customers
- xii. Certificate of completion of contract in last three years.
- xiii. Copy of similar work order for last 3 Years.

Envelop – II: It will carry the Price Schedule (Section V of the tender document) duly sealed & signed.

3. Tenderers shall enclose Earnest Money Deposit (EMD) of Rs.5000/- for each in the form of Demand Draft drawn in favor of CIPET- Agartala VTC payable Tender Document submitted without prescribed Earnest Money Deposit (EMD) shall be summarily rejected.

4. All envelopes containing Tender Document shall be properly sealed and superscripted as ” **TENDER FOR PROVIDING MANPOWER SERVICE**”/ “**TENDER FOR PROVIDING SECURITY SERVICE**” (Write the Envelop No.)

5. The envelope containing sealed tender shall be addressed to the *Deputy Director & Head, CIPET: CSTS – Agartala, Rubber Park Area, Bodhjunnagar, Sub-Division Mohanpur, Agartala Tripura (West), Pin-799008.*

6. This office will not be responsible for any postal delay or wrong delivery.

7. No Tenders shall be accepted after due date and time.
8. **Envelop - I** will be opened in the presence of the Tenderers or their authorized representatives on the scheduled date & time.

Envelop – II will be evaluated by the CIPET Committee.

Section IV A: Information Schedule/Qualifying Criteria for Manpower Service (Technical Bid)

Sl. No.	Details of Information/Data	
1	Name of the Firm /Agency	
2	Address of the Firm with Pin code.	
3	Name of Contact Person(s)	
4	Contact Details: a. Landline Phone No. b. Mobile No. c. E-mail ID.	
5	License Details to run Man Power Service/business (Enclose attested photocopy of certificates)	
6	Firm Registration Details. (Enclose attested photocopy of certificates)	
7	Trade Licence Details (Enclose attested photocopy of certificates)	
8	EPF Registration no. & Date (Enclose attested photocopy of certificates)	
9	ESI Registration no. & Date (Enclose attested photocopy of certificates)	
10	GST Regn. No. & Date (Enclose attested photocopy of certificates)	
11	PAN Details (Enclose attested photocopy of certificates)	
12	EMD Details (Please submit details of draft enclosed)	
13	No. of Employees in the Firm and age of the Firm/Agency	
14	Turnover Details of Last Three Financial years (Please enclose copy of audited Balance Sheet & Profit & Loss Account of last three years)	
15	List of Existing Clients/Customers (Pl. use separate sheet if required)	
16	Copy of Similar Work Order for last 3 Years.	
17	Whether the firm has any legal suit/criminal cases pending against it. If yes, please furnish details.	

I/We do hereby certify that the information furnished above is correct and true to the best of my/our knowledge. We understand that in the event of information being found false at any stage the Agreement will stand terminated and the Security Deposit shall be forfeited.

Seal & Signature of the Bidder.

Section IV A: Information Schedule/Qualifying Criteria for Security Service (Technical Bid)

Sl. No.	Details of Information/Data	
1	Name of the Firm	
2	Address of the Firm with Pin code.	
3	Name of Contact Person(s)	
4	Contact Details: a. Landline Phone No. b. Mobile No. c. E-mail ID.	
5	License Details to run private security Service/business (Enclose attested photocopy of certificates)	
6	Firm Registration Details. (Enclose attested photocopy of certificates)	
7	Trade Licence Details (Enclose attested photocopy of certificates)	
8	EPF Registration no. & Date (Enclose attested photocopy of certificates)	
9	ESI Registration no. & Date (Enclose attested photocopy of certificates)	
10	GST Regn. No. & Date (Enclose attested photocopy of certificates)	
11	PAN Details (Enclose attested photocopy of certificates)	
12	EMD Details (Please submit details of draft enclosed)	
13	No. of Employees in the Firm and age of the Firm.	
14	Turnover Details of Last Three Financial years (Please enclose copy of audited Balance Sheet & Profit & Loss Account of last three years)	
15	List of Existing Clients/Customers (Pl. use separate sheet if required) &	
16	Copy of Similar Work Order for last 3 Years.	
17	Whether the firm has any legal suit/criminal cases pending against it. If yes, please furnish details.	

I/We do hereby certify that the information furnished above is correct and true to the best of my/our knowledge. We understand that in the event of information being found false at any stage the Agreement will stand terminated and the Security Deposit shall be forfeited.

Seal & Signature of the Bidder.



Section V A: Price Schedule for Manpower Services
Price Schedule

Please fill rates in appropriate columns in Indian Rupees.

Name of Agency:

Description of work: SUPPLY & ENGAGEMENT OF VARIOUS MANPOWER AT CIPET
CSTS Agartala THROUGH OUTSOURCED MANPOWER

Sr. No.	Percentage (%) Service Charge (In Figures)	Percentage (%) Service Charge (In Words)
1.		

* GST will be paid additional as per extent rules of Govt. of India.

* In case of discrepancy arising between quoted Service Charge in figures & in words the later shall be considered

NOTE:

1. GST as per rules will be paid additionally.
2. Nothing extra other than specified shall be payable over and above the accepted rates.
3. The rates will remain valid during the period of contract and will not be revised in any circumstances.
4. Payment of the manpower will be as per the rules of minimum wages of Government of Tripura and as finalized by CIPET: CSTS-Agartala.
5. The employees will be entitled for public holidays as declared by Government of India.
6. All levies / taxes / duties, etc. other than GST shall be assumed to be mandatorily included in the service charges.
7. Taxes will be deducted as per Norms.

Date:

Signature of Bidder(s) / Authorized
Person with Stamp



Section V B: Price Schedule for Security Services
Price Schedule

Please fill rates in appropriate columns in Indian Rupees.

Name of Agency:

Description of work: SUPPLY & ENGAGEMENT SECURITY SERVICE AT CIPET
CSTS AGARTALA THROUGH OUTSOURCE SECURITY AGENCIES.

Sr. No.	Percentage (%) Service Charge (In Figures)	Percentage (%) Service Charge (In Words)
1.		

* GST will be paid additional as per extent rules of Govt. of India.

* In case of discrepancy arising between quoted Service Charge in figures & in words the later shall be considered

NOTE:

1. GST as per rules will be paid additionally.
2. Nothing extra other than specified shall be payable over and above the accepted rates.
3. The rates will remain valid during the period of contract and will not be revised in any circumstances.
4. Payment of the manpower will be as per the rules of minimum wages of Government of Assam and as finalized by CIPET.
5. The employees will be entitled for public holidays as declared by Government of India.
6. All levies / taxes / duties, etc. other than GST shall be assumed to be mandatorily included in the service charges.
7. Taxes will be deducted as per Norms.

Date:

Signature of Bidder(s) / Authorized
Person with Stamp



Section V: Performance Statement (Manpower/Security Services)
(Shall be submitted by the bidder on official letter head of Agencies Servicing)

Name & Address of the Customer (Govt./Semi.Govt.)	Order No. & Date	Value of Order (Order wise)	Period of service	Remarks, if any.

Signature of the Bidder _____

Date:

Name of the Bidder _____

Place:

Business Address _____

Seal



SECTION:VI
A G R E E M E N T FOR MANPOWER AGENCY

This AGREEMENT made on this XX day of MONTH 2020 BETWEEN M/S (NAME OF FIRM), a firm providing Outsourced Manpower Services with its head Office at Address, Agartala-XX represented by Shri. / Smt. NAME OF PERSON, Proprietor (hereinafter called the "SERVICE PROVIDER") of the one part and C.I.P.E.T., Ministry of Chemicals and Fertilizers, Government of India having its Head Office at Guindy Chennai (hereinafter called the "INSTITUTE") represented by Deputy Director & Head, CIPET: CSTS – Agartala, Rubber Park Area, Bodhjungnagar, Sub-Division Mohanpur, Agartala Tripura (West), Pin-799008., of the other part.

WHEREAS the NAME OF FIRM (the service provider) has offered their services to provide different categories of manpower to be engaged on remuneration/ wage/ stipend basis. AND WHEREAS the INSTITUTE has agreed with the M/s NAME OF FIRM to obtain their services to engage manpower on remuneration/ wage/ stipend basis at INSTITUTE'S PREMISES AT CIPET: CSTS – Agartala, Rubber Park Area, Bodhjungnagar, Sub-Division Mohanpur, Agartala Tripura (West), Pin-799008., in the terms and conditions hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. This Agreement shall be in force for ONE YEAR with effect from XX.XX.2020. **Further it may be renewed on yearly basis on mutual consent of the parties hereto (subject to the condition the total contract period shall not exceed three years).***
- 2. The SERVICE PROVIDER hereby declares and affirms that it has obtained the requisite licenses, registrations permit and approvals under applicable laws and legislations and such as is legally entitled and competent to supply the services under this agreement.*
- 3. The SERVICE PROVIDER shall maintain nominal roll of all the manpower engaged through him and based on their attendance prepare the bill for salaries/wages and shall pay accordingly within 7th of each month to the individuals.*
- 4. The manpower engaged through SERVICE PROVIDER on request of the institute will be interviewed / scrutinized by the INSTITUTE and accordingly candidates will be selected on need basis. Based on performance of the manpower the INSTITUTE shall fix the wages/stipend to be paid to the individual. In due course of time INSTITUTE reserves the right to review and revise the wages/stipend as deemed suitable.*
- 5. The INSTITUTE agrees to pay the SERVICE PROVIDER Agency Charges ----- on the basic monthly wages/stipend fixed by the INSTITUTE.*
- 6. The SERVICE PROVIDER will ensure PF, ESI and all other applicable statutory liabilities under applicable laws for each category of manpower deployed as applicable and will submit along with the monthly bill of the following month proof of deposit of such duties with list of manpower in whose case PF, ESI. Etc. has been deposited.*
- 7. That the SERVICE PROVIDER unconditionally agrees and assures that if he fails to deposit 'EPF and ESI contributions or any other applicable statutory dues on the due date or within such period as extended by the statutory authorities, then without prejudice to INSTITUTE's right to terminate this*

agreement and to recover the damages under contract and law, the recovery of due contribution as well as penalty as applicable will be deducted from his bills by the INSTITUTE and the SERVICE PROVIDER hereby agrees not to raise any objections to aforesaid action of the INSTITUTE.

8. SERVICE PROVIDER will also ensure that complete personal records including photographs, police verification and unique identification marks are maintained for all manpower deployed at the premises of the INSTITUTE before deploying the manpower at the INSTITUTE premises.
9. The manpower provided by the SERVICE PROVIDER shall not join labour union or resort to strike/demonstration or any other agitation of this type.
10. That the SERVICE PROVIDER shall observe and discharge all his legal obligations in respect of the manpower to be employed/deployed by him for providing manpower services pursuant to this agreement. The service provider shall be liable to comply with all the rules and regulations framed by the appropriate government, authorities, judicial or quasi-judicial bodies from time to time for the protection of safety & health of manpower supplied by him pursuant to this agreement.
11. In case of any loss/damage caused by the manpower engaged pursuant to this agreement, the actual cost of the damage, without prejudice to the INSTITUTE's to recover such cost/damages under contract and law, shall be recovered directly from the SERVICE PROVIDER's bill. In case the Bill amount falls lesser than the amount to be recovered, the SERVICE PROVIDER shall pay balance amount to INSTITUTE immediately on demand.
12. SERVICE PROVIDER has agreed to deposit an interest free security deposit @2.5% of the total monthly basic contract value (excluding service tax, service charge, employers share of EPF & ESI, etc.) by way deduction from monthly bill for providing manpower services. Deposit amount shall be interest free deposit with CIPET. In case of any default on the part of the Security Service Provider, the penalty shall be recovered from the security deposit lying with CIPET. The amount of Security Deposit is refundable on request within 30 days of expiry of the validity of the agreement by A/c payee cheque drawn in favour of the Firm/Agency payable at par. However, the Security Deposit shall be subject to TDS and/or other statutory deductions.
13. In case of any theft, misshapen, robbery, Vandalism within the INSTITUTE premises, the concerned manpower will be subjected to police interrogation.
14. The SERVICE PROVIDER unconditionally and irrevocably agrees that he shall be solely responsible for all acts and/or omissions on the part of the manpower supplied by him under this Agreement. Any compensation to be paid to any person for any damage caused by such acts and/or omissions on the part of such manpower shall be solely borne by the service provider.
15. The SERVICE PROVIDER unconditionally and irrevocably agrees that if any of the manpower supplied by it under this agreement suffers any injury or accident, of whatsoever nature; the SERVICE PROVIDER will be solely responsible for payment of compensation of damages, if any, to such manpower. He shall also be responsible to file Accident Report in Form 16 with the concerned ESIC office and under any other applicable laws within the prescribed time limit and submit copy thereof to the INSTITUTE.

16. The SERVICE PROVIDER hereby undertakes to keep the INSTITUTE indemnified against all disputes, claims or actions raised by the manpower supplied under this agreement or by any statutory authority or third party in connection with his obligations under this agreement. The service provider further undertakes to keep the INSTITUTE indemnified and harmless from and against any claims, demands actions proceedings etc. of any nature whatsoever that may be instituted as a result of any breach on the part of the Service Provider of any applicable law, rule or regulations with respect to his manpower or otherwise.
17. It is further clarified and understood between the Parties that this agreement shall not create any relationship of Employer and Employee between the INSTITUTE and the manpower engaged by the INSTITUTE under this agreement and the service provider for all purposes shall be deemed to be the employer of the manpower supplied under this agreement.
18. Bill will be raised by the SERVICE PROVIDER at the end of every month and the payment to be made by the INSTITUTE through Account Payee cheque in favour of the SERVICE PROVIDER payable at any scheduled bank of Tripura preferably by the 1st week of the following month subjected to the statutory deductions.
19. The INSTITUTE reserves all the right to increase/decrease the numbers of manpower as per the requirement of the INSTITUTE from time to time and there will not be any change in the Agency Charges quoted.
20. The SERVICE PROVIDER shall not assign any burden or benefit of this agreement to any other agent or agency without the prior written consent of the Institute.
21. Institute reserves the right to terminate the services of manpower provided by SERVICE PROVIDER at any time without assigning any reason thereof. However, SERVICE PROVIDER can withdraw his services by giving three (03) months' notice.
22. It is agreed that on termination of this Agreement the service provider shall immediately cause to remove the manpower deployed at the Institute under this Agreement.
23. Any notice, correspondence or request required hereunder from one party to the other shall be made by letter, telex or facsimile in English. All such notices or requests shall be delivered or addressed to the party to receive the same at the address indicated below or to such other party shall have communicated to the other party.
24. All disputes are subject to Tripura jurisdiction.

IN WITNESS WHEREOF the parties hereto have executed these presents, with their free volition and full understanding of the terms and conditions herein, the day and year first above written

For and on Behalf of Institute

For and on Behalf of Service Provider



Shri
Deputy Director & Head CIPET CSTS Agartala
SIGNED AND DELIVERED FOR on
behalf of CIPET CSTS AGARTALA
Rubber Park Area, Tripura-799 008.

Witnesses: -

1. Signature
Name.....

2. Signature
Name.....

Shri NAME OF PROPRIETOR
Proprietor, M/s FIRM / AGENCY
SIGNED AND DELIVERED FOR on
behalf of M/s FIRM / AGENCY
Address of Firm / Agency, Agaratala-XX

Witnesses: -

1. Signature
Name.....

2. Signature
Name.....



Section VI: Form of Agreement

AGREEMENT FOR SECURITY AGENCY

This AGREEMENT made on BETWEEN M/S, a firm of Security Consultants with its head Office at, represented by (hereinafter called the "SERVICE PROVIDER") of the one part and C.I.P.E.T. , Ministry of Chemicals and Fertilizers, Government of India having its Head Office at Guindy Chennai(hereinafter called the "INSTITUTE") represented by CIPET:CSTS- Agartala of the other part.

WHEREAS the (the service provider) has offered their services to watch and safeguard the Institute's property against loss, theft, sabotage and damage etc. AND WHEREAS the INSTITUTE has agreed with the to engage their services to ensure, protect and safeguard its properties at INSTITUTE'S PREMISES CIPET: CSTS – Agartala, Rubber Park Area, Bodhjungnagar, Sub-Division Mohanpur, Agartala Tripura (West), Pin-799008., of the other part, in terms and conditions hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

25. This Agreement shall be in force for ONE YEAR with effect from
Further it may be renewed on yearly performance basis on mutual consent of the parties hereto (subject to the condition the total contract period shall not exceed three years).
26. The SERVICE PROVIDER hereby declares and affirms that it has obtained the requisite licenses, registrations permits and approvals under applicable laws and legislations and such as is legally entitled and competent to supply round the clock services under this agreement.
27. The SERVICE PROVIDER shall maintain attendance register for all security personnel engaged at respective sites as directed by CIPET and based on their attendance prepare the bill for salaries/wages, as per "Minimum Rate of Wages" fixed and shall indicate statutory liabilities e.g. ESI, EPF contributions, etc.("Wage Bill") and submit the same to CIPET on or before 3rd day of every month.
28. The Security personnel shall be selected, appointed and posted by the SERVICE PROVIDER at the INSTITUTE'S PREMISES (at CIPET ----- AND AT CIPET -----) to provide security duty for safe custody of all the INSTITUTE'S properties

movable and immovable as may be situated there and regulate the entry of unauthorized persons inside the premises.

29. The personnel appointed by the SERVICE PROVIDER to render security services must be smart, efficient, experienced, physically and mentally fit and diligent. Frequent changes of security guard shall be avoided by the SERVICE PROVIDER and whenever if at all need arises the SERVICE PROVIDER shall take prior approval from the INSTITUTE authority and ensure genuinity of identity, character and other credentials of the incumbent.
30. The Security guards appointed by the SERVICE PROVIDER will be detailed and posted to duty w.e.f.**2020** byhrs.
31. The Security staff provided by the SERVICE PROVIDER shall not join labour union or resort to strike/demonstration or any other agitation of this type.
32. The personnel appointed by the SERVICE PROVIDER to render security services will be under the overall control of the(Name of the Agency) but they will remain under the direct administrative control of the INSTITUTE. Any person found/deemed to be suspicious or of doubtful character and found guilty of misconduct, indiscipline behavior, of which the INSTITUTE shall be the sole judge, shall be replaced forthwith by the Security Agency without in any way hampering the security work.
33. Senior and responsible officers of the SERVICE PROVIDER will undertake regular monthly Visits to the INSTITUTE office to assess the performance of the security personnel and rectify any lapses, if reported, after discussions with the officer In-charge of the INSTITUTE.
34. The SERVICE PROVIDER shall be solely liable and responsible for compliance of all his obligations under various Labour and other applicable laws and enactments including contract Labour (Regular and Abolition) Act, 1970. Minimum wages Act. 1948. The payment of wages Act, 1936, Workmen's Compensation Act 1923, Payment of Bonus Act, 1965, Payment of Gratuity Act. 1972, EPF & MP Act,1952, Employees State Insurance Act. 1948, Private Security Agencies (Regulations) Act, 2005 (as and when notified) etc. and shall also be responsible for filling all requisite forms, returns etc. in that behalf with the auditors concerned.

35. SERVICE PROVIDER will also ensure that complete personal records including photographs, police verification and unique identification marks are maintained for all security personnel deployed at the premises of the INSTITUTE and the details are to be provided to INSTITUTE before deploying the guard at INSTITUTE premises.
36. That in case any security personnel is absent or unable to attend work at the premises of the INSTITUTE, the SERVICE PROVIDER shall forthwith provide some substitute security personnel till the actual security personnel resumes work.
37. That the SERVICE PROVIDER unconditionally and irrevocable agrees to produce the payment register, EPF challans and ESI challans as well as yearly, half yearly returns relating to PF, ESI and applicable laws for inspection by INSTITUTE for verification of the payments made to the security personnel as per provisions of various labour enactments and to satisfy the INSTITUTE with respect to the compliance of all other applicable laws and rules and regulations. The SERVICE PROVIDER shall also provide to the INSTITUTE a copy of half yearly return in Form No. XXIV submitted to the labour office, within the prescribed date i.e. July 30th and Jan 30th .
38. That the SERVICE PROVIDER shall observe and discharge all his legal obligations in respect of the security personnel to be employed /deployed by him for providing security services pursuant to this Agreement. The service provider shall be liable to comply with all the rules and regulations framed by the appropriate government, authorities, judicial or quasi judicial bodies from time to time for the protection of safety & health of security personnel supplied by him pursuant to this agreement.
39. In case of any theft, misshapen, robbery, Vandalism within the INSTITUTE premises, the concerned security personnel will be subjected to police interrogation and police report will have to be followed.
40. In case of any loss/damage caused by the security personnel engaged pursuant to this agreement, the actual cost of the damage, without prejudice to the INSTITUTE's right to recover such cost/damages under contract and law, shall be recovered directly from the SERVICE PROVIDER's bill. In case the Bill amount falls lesser than the amount to be recovered, the SERVICE PROVIDER shall pay balance amount to INSTITUTE immediately on demand.
41. An amount equivalent to @ 2.5% of the total monthly payable bill value shall be deducted as Security Deposit from the bill submitted by the Agency/Firm every month and the

Security Deposit amount shall be interest free deposit with CIPET. In case of any default on the part of the Security Service Provider, the penalty shall be recovered from the security deposit lying with CIPET. The amount of Security Deposit is refundable on request within 30 days of expiry of the validity of the agreement by A/c payee cheque drawn in favour of the Firm/Agency payable at par. However, the Security Deposit shall be subject to TDS and/or other statutory deductions.

42. The SERVICE PROVIDER unconditionally and irrevocably agrees that it shall be sole responsible for all acts and/or omissions on the part of the security personnel supplied by him under this Agreement. Any compensation to be paid to any person for any damage caused by such acts and/or omissions on the part of such security personnel shall be solely borne by the service provider.
43. That the SERVICE PROVIDER unconditionally agrees and assures that if he fails to deposit 'Employees Provident Fund' and 'ESI' contributions or any other applicable statutory dues on the due date or within such period as extended by the statutory authorities , then without prejudice to INSTITUTE's right to terminate this agreement and to recover the damages under contract and law, the recovery of due contribution as well as penalty as applicable will be deducted from his bills by the INSTITUTE and the SERVICE PROVIDER hereby agrees not to raise any objections to the aforesaid action of the INSTITUTE.
44. The SERVICE PROVIDER unconditionally and irrevocably agrees that if any of the security personnel supplied by it under this agreement suffers any injury or accident, of whatsoever nature; the SERVICE PROVIDER will be solely responsible for payment of compensation of damages, if any, to such security personnel. He shall also be responsible to file Accident Report in Form 16 with the concerned ESIC office and under any other applicable laws within the prescribed time limit and submit copy thereof to the INSTITUTE.
45. The SERVICE PROVIDER hereby undertakes to keep the INSTITUTE indemnified against all disputes, claims or actions raised by his security personnel supplied under this agreement or by any statutory authority or third party in connection with his obligations under this agreement. The service provider further undertakes to keep the INSTITUTE indemnified and harmless from and against any claims, demands actions proceedings etc. of any nature whatsoever that may be instituted as a result of any breach on the part of the Service Provider of any applicable law, rule or regulations with respect to his security personnel or otherwise.

46. Notwithstanding anything contained herein, INSTITUTE may terminate this Agreement forthwith in any of the following circumstances and forfeit the Security Deposit of the Security Service Provider, if required.
- a. If the SERVICE PROVIDER commits a breach of any term or covenant of this Agreement, or fails to perform or observe any material agreement term or covenant under this agreement and
 - b. Any representative or warranty made by service provider hereunder proves to be wrong, incorrect or inaccurate in any material respect.
 - c. If the service provider is guilty of any conduct which in the opinion of the INSTITUTE is prejudicial to its interest.
47. It is further clarified and understood between the Parties that this agreement shall not create any relationship of Employer and Employee between the INSTITUTE and the security personnel engaged by the INSTITUTE under this agreement and the service provider for all purposes shall be deemed to be the employer of the security personnel supplied under this agreement.
48. The SERVICE PROVIDER shall also have to ensure that there is no theft of movable of immovable property at the premises of the INSTITUTE where the security personnel have been deployed pursuant to this agreement. In case any such theft occurs, the responsibility for the same shall solely rest with the service provider and the service provider shall have to make good the losses caused to INSTITUTE on account of such theft. For this purpose, the service provider shall keep strict vigil with a view to preventing entry of unscrupulous elements into the INSTITUTE's premises.
49. In case of accident or any other mishappening in the INSTITUTE premises or assets lying thereon, the service provider shall be under an obligation to immediately inform the INSTITUTE of such mishappening and shall promptly lodge FIR with the local police. The service provider shall also provide a copy of the FIR to the INSTITUTE at its Office.
50. SERVICE PROVIDER agrees to pay the compensation for any loss/theft of property of the INSTITUTE due to the Security lapses.

51. ...(Figure) (in Words) no. Security In-charge & ...(Figure) (...in Words) no. Security Guards will be engaged at INSTITUTE's premises at CIPET Agartala. The guards shall be on duty round the clock each performing 08 hrs duty per shift per day. The SERVICE PROVIDER shall make the duty roster in consultation with INSTITUTE in such a way that at least 05 (five) nos. of guards are deployed in each night shift at INSTITUTE's premises at CIPET: CSTS-Agartala. Security supervisors are to supervise the overall duties of the guards & implement orders of the management.
52. SERVICE PROVIDER will ensure that the Security Guards deployed at Institute are member of EPF/ESI and will provide details of EPF/ESI deductions to the Institute periodically. Submission of necessary documentary proof of payment by the Service provider viz., monthly ESI/EPF challans copy along with a list of security personnel in whose case the ESI/EPF has been deposited.
53. Bills will be raised by the SERVICE PROVIDER at the end of every month and the payment to be made by the INSTITUTE through Account Payee cheque in favour of the SERVICE PROVIDER payable at any schedule bank of Agartala preferably by the 1st week of the following month.
54. All the Security Guards/ Security supervisor deployed by SERVICE PROVIDER should be properly dressed, adequately trained, honest, and sincere and should have basic communication skill for attending phone calls, visitors etc.
55. Security Guards on duty shall remain on full alert all the time. Napping/sleeping during duty hours by them shall be seriously dealt. If anybody found negligent in their duty, SERVICE PROVIDER will take immediate action to the satisfaction of the Institute.
56. Institute may utilize the services of the Security Guards for other works as and when required.
57. The service provider shall not assign any burden or benefit of this agreement to any other agent or agency without the prior written consent of the Institute.
58. Institute reserves the right to terminate the services of security services provided by SERVICE PROVIDER at any time without assigning any reason thereof. However, SERVICE PROVIDER can withdraw his services by giving three (03) months notice.



59. It is agreed that on termination of this Agreement the service provider shall immediately cause to remove the security personnel deployed at the Institute under this Agreement.

60. Any notice, correspondence or request required hereunder from one party to the other shall be made by letter, telex or facsimile in English. All such notices or requests shall be delivered or addressed to the party to receive the same at the address indicated below or to such other party shall have communicated to the other party.

IN WITNESS THEREOF the parties hereto have executed these presents, with their free volition and full understanding of the terms and conditions herein, the day and year first above written

For and on Behalf of Institute

Shri

CIPET:CSTS-AGARTALA

SIGNED AND DELIVERED FOR on
behalf of CIPET: CSTS-AGARTALA
Rubber Park Area, Tripura-799 008

For and on Behalf of Service Provider

Shri

.....

SIGNED AND DELIVERED FOR on
behalf of
.....

Witnesses :-

1. Signature

Name.....

2. Signature

Name.....

Witnesses :-

1. Signature

Name.....

2. Signature

Name.....



Section VII: Undertaking.
(to be submitted by the bidder on official letter head)

Undertaking

I/We, Mr./Ms.....Son/Daughter/Wife ofof
(Address) on behalf of my/ our firm, hereby declare and undertake that

1. The rates quoted in the price schedule includes Agency Service Charges and all statutory levies like ESI, EPF, License Fee, Bonus, Administrative Charges, etc. The rates also include the expenditure towards uniforms, umbrellas and other essential items. No other charges will be claimed from the Institute.
2. We will follow all the statutory rules like Minimum Wages Act, Contract Labour (Regulation and Abolition) Act,1970, etc. as applicable to contract labour and take complete responsibility for settlement of disputes for labour problems arising due to any reason.
3. We agree that an amount equivalent to @ 2.5% of the total monthly bill value shall be deducted as Security Deposit from the bill submitted by the us every month and the Security Deposit amount shall be interest free deposit with CIPET. In case of any default on our part, CIPET shall be at liberty to recover the amount penalty from the security deposit.

I/We further do hereby certify that no legal suit/criminal case is pending against me/us/my/our firm/agency for violating the laws related to Income Tax, EPF, ESI, Minimum Wage Act, Contract Labour (Regulation and Abolition) Act,1970, Private Security Agencies Regulation Act-2005.

I/We do hereby certify that the information furnished in this document are true and correct to the best of my/our knowledge. I/we will be liable for prosecution if any information above is found to be incorrect or misleading. I have read the Terms & Conditions contained in the Agreement and have understood them fully.

Date: _____ Signature & seal.....
Name.....
Place: _____ Business Address.....