

केंद्रीय पेट्रोरसायन अभियांत्रिकी एवं प्रौद्योगिकी संस्थान (सिपेट) कोरबा

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY, (CIPET)

सेन्टर फॉर स्किलिंग एण्ड टेक्निकल सपोर्ट (सी.एस.टी.एस)

CENTRE FOR SKILLING AND TECHNICAL SUPPORT (CSTS)

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

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

CIPET, Education Hub, Syahimudi, Block-Katghora, PO – Gopalpur, Distt. – Korba,

Chhattisgarh – 495450 Mob: - +91-7229000204 E-mail: korba@cipet.gov.in, website: www.cipet.gov.in

Hiring of Manpower Services Providing Agencies

आवश्यक दस्तावेज़/Important Document

अपात्रता या अपेक्षित दस्तावेज प्रस्तुत न करने की स्थिति में बोली अस्वीकार की जा सकती है।

Bid is liable to be rejected in case of non-eligibility or non-submission of the requisite documents

नोट: सभी आवश्यक दस्तावेज केवल पीडीएफ प्रारूप में अपलोड किए जाने हैं।

Note: All the essential documents are to be uploaded in PDF format only.

IMPORTANT INFORMATION AND DATES

S.N	Description	Details
1	Purchaser	Central Institute of Petrochemicals Engineering and Technology, Korba
2	Tender No	CIPET/Korba/GeM/HMSPA/2022-23/
3	Online Tender submission of bid	www.gem.gov.in
4	Online Tender information available at	www.cipet.gov.in
5	Security Deposit (in Rs.)	3% of the Tender Value
6	Date of E-Tender Publication	As scheduled in GeM Portal
7	Last Date and Time for Submission of Tender	As scheduled in GeM Portal
8	Date, Time of opening of Technical bid	As scheduled in GeM Portal
9	Date and Time of opening of Financial bid	As scheduled in GeM Portal
10	CIPET KORBA - Online Bank Details	CIPET KORBA A/C No : 38014099322 Branch Code: 07454 IFSC Code: SBIN0007454 MICR: 495002311

Tender Documents containing the details may be obtained from the website www.gem.gov.in. The Tender Fee will be accepted through Online Transfer RTGS/in CIPET:CSTS, Korba Bank Account as mentioned in the 'Important Information & Dates'

The online bidding documents (Technical bid and Financial bid) duly filled in as per the instructions of the e-tender document shall be submitted on portal. Offline tender document shall not be accepted; it may be treated as rejected.

Bidders have to quote only online bid (Part 1 Technical and Part 2 Financial). Technical Bid shall be opened in the presence of Tender Committee Members. 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.gem.gov.in. Offers shall be submitted online which will contain as follows:

CONTENT OF BIDDING DOCUMENTS

List of Documents to be uploaded online:

01. Profile of the Manpower Agency /Bidder on company letterhead.
02. Name of the owners/partners/director of the firm/company/corporation and their addresses.
03. A self-attested Registration Certificate under the Companies Act, 1956/2013 or a partnership firm registered under Indian Partnership Act of Proprietary Concern.
04. A self-attested Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970.
05. Valid copy of GST, PAN, EPF and ESIC registration of the service provider.
06. Copy of work order/experience certificate, wherein the bidder is having **at least 3 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.**
07. Name and addresses of bankers with whom the account is maintained along with copy of bank account statement for the **last six months.**
08. Copies of self-attested audited profit & loss account /income & expenditure account and balance sheets for the past THREE financial years wherein the average annual turnover of the company/firm/agency should not be less than **Rs. Fifty lakh** during the last two financial years.
09. Number of disputes with clients, if any, reasons of disputes and present position of disputes of detail. (on company letterhead)
10. Amount paid for E-Tender Fees (including GST) _____Transaction Reference Number _____Transaction Date_____ Mode of Transaction(UPI/Net banking/NEFT/Other online mode)
11. Security Deposit Rs. _____Transaction Reference Number _____Transaction Date_____ Mode of Transaction(UPI/Net banking/NEFT/Other online mode).

SCHEDULE OF REQUIREMENT

Director & Head, CIPET-Korba, CIPET, Education Hub, Syahimudi, Block-Katghora, PO – Gopalpur, Distt. – Korba, Chhattisgarh – 495450 invites Bids through GeM from reputed and financially sound agencies/ bidders for “**Hiring of Manpower Services Providing Agencies**” at CIPET-Korba in a two bid system taking into account the following conditions:

1. CIPET-Korba has initial requirement of manpower as detailed in “Annexure-I” (Technical requirement of Manpower) of the tender document. The requirement of CIPET- Korba is only indicative and may further increase or decrease during the period of contract depending upon the exigency of work.
2. The remuneration indicated in “Annexure-I” is inclusive of statutory deduction such as ESI and EPF, etc. The contract will be initially for a period of one year and is likely to commence from the date of deployment of manpower after completing pre-deployment formalities listed in the tender document which may be extended for a further period of two year depending upon the requirement of manpower, administrative convenience of CIPET-Korba and performance of the agency.

A LIABILITIES AND CONTROL ETC. OF THE PERSONS DEPLOYED:

1. The successful agency/ bidder shall ensure that the individual manpower deployed at CIPET-Korba confirms to the technical specification of education and skill prescribed in “Annexure- I (Schedule-I, PART B)” 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-Korba 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 deployed person by local police authority.
 - d) Detailed proof of identity like AADHAR, Driving License, Bank Account details, proof of residence and 4 recent passport size photograph of the candidate to be deployed by agency in CIPET-Korba.
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-Korba premises. In case of any damage/loss/theft etc., to the property of CIPET-Korba, 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-Korba or the same could be recovered from the performance guarantee, monthly payments due to the agency.

5. The personnel deputed to CIPET-Korba 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-Korba.
6. The personnel deputed to CIPET-Korba shall not be changed by the agency under any circumstances unless there is a specific request from CIPET-Korba.
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-Korba and CIPET-Korba 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, Korba.
9. The persons deployed by the agency/bidder at CIPET-Korba shall not have claims of any employer and employee relationship against CIPET-Korba.
10. The successful agency/bidder shall be solely responsible for the redressal of grievance/ resolution of dispute relating to persons deployed. The CIPET-Korba shall in no way be responsible for settlement of such issues whatsoever.
11. CIPET-Korba 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.
12. 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-Korba during the currency or after expiry of the contract.
13. 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-Korba.
14. The successful agency/ bidder is liable to provide Uniform (2-Shirt, 2-Trouser, 1-pair Shoes) to all persons deployed at CIPET: CSTS, Korba within 30 days of deploying.
15. The color/shade of uniform shall be approved by CIPET: CSTS Korba.
16. The successful agency/ bidder shall provide the Experience/Reliving Letter to all the persons deployed at CIPET: CSTS, Korba, as and when required within a week.
17. If the performance of the persons deployed by Agency at CIPET, Korba is not up to the expectations, the persons shall be removed from CIPET, Korba by giving 01 month notice.

18. If the deployed person wants to leave the organization (CIPET: CSTS, Korba), the concerned person shall give one month notice or salary in lieu of notice period.
19. If the conduct/behavior of the persons deployed at CIPET is not found good or if he/she is found of misuse of any statutory regulation of state/Central Govt. or rules /regulations of CIPET in the premises or any services linked with CIPET outside premises, he/she shall be removed with immediate effect.
20. The successful agency/ bidder shall provide replacement of person deployed at CIPET within a time frame of 1 week.

B LEGAL

1. The successful agency/bidder shall be responsible for compliance of all statutory provisions relating to minimum Wages, Provident Fund and Employees State Insurance, payment of Bonus, etc., in respect of the persons deployed by them in the CIPET-Korba.
2. CIPET-Korba, 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-Korba 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-Korba is put to any loss/obligation, monetary or otherwise, the CIPET-Korba 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-Korba 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 CIPET-Korba.
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. This penalty shall be adjusted in the bill of service provider in the succeeding bill/month.
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, Korba.**

C TECHNICAL REQUIREMENT OF MANPOWER TO BE DEPLOYED

The eligibility criteria for personnel to be deployed by successful agency/bidder in CIPET-Korba shall be as per details given in “Annexure-I (Schedule-I, PART B)” of Tender Document. The details of requirement of services to be procured through successful service providing Agency/bidder are indicated below. Being the initial requirement, the number may vary as per exigencies: -

Sl. No	Name of service to be procured (as per details of column2 of Schedule I of Part-B)	No of manpower required	Nature of the duty to be performed by the contractually engaged manpower (as per details of column3 of Schedule of Part-B)	Minimum educational qualification with experience (as per details of column 4 of Schedule -I of Part-B)	Remuneration range / Consolidated Remuneration to be paid per month (as per details of column5 of Schedule I of Part-B)	Tenure (in years) (As per details of column 6 of Schedule I of Part-B)	Remarks
Please Refer Annexure-I							

Note:

- (1) The educational qualification can be relaxed with the approval of Director & Head of CIPET-Korba.
- (2) Statutory charges like EPF and ESIC, as applicable from employer side, are inclusive in the present remuneration mentioned Annexure-I. 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 agency/bidder should apply through GeM portal only.
2. The tender documents shall be treated as “**confidential**”.
3. Bid shall be uploaded with a forwarding letter in a letter-head the bidder/agency duly signed and stamped by authorized signatory on each page of Tender Documents to ensure the compliance of scope, services and general terms and conditions etc. 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 uploaded 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 in same format.
6. CIPET-Korba reserves the right to modify/relax any of the terms & conditions of the tender.
7. Pre-Bid inspection/Survey: The bidder may visit CIPET-Korba to have an understanding of the requirements during working hours of CIPET-Korba.
8. The selected bidder shall undertake to abide by all rules, regulations and laws and shall agree to keep itself liable and responsible for any such violation directly before (Director & Head, CIPET-Korba) / the Competent Authority.
9. CIPET-Korba may renew the contract for a further period on the same terms and conditions depending upon the requirement of manpower, administrative convenience of CIPET-Korba and performance of the agency.
10. 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.
11. CIPET-Korba, however, reserves the right to terminate/curtail/cancel the contract at any time after giving one week’s notice to the Agency owing to deficiency of service, sub- standard quality of manpower deployed, breach of contract, etc. In such case, successful bidder will not be entitled to any kind of compensation.
17. Once the rates are finalized, no increase will be considered in the rates quoted by the agency in any case during the period of contract.
18. CIPET-Korba reserves the right to reject any or all the tenders or accept them in part or to reject lowest tender.
19. 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-Korba) reserves the right to forfeit the PG of the successful bidder.
20. 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.

21. The bidder will be bound by the details furnished by him to CIPET-Korba 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.
22. The successful Agency/Bidder should publish the Advertisement for manpower to be deployed at CIPET: CSTS, Korba as per the requirement at center.
23. The successful Agency/Bidder should deploy manpower preferably from the state of Chhattisgarh.

II. AWARD OF BIDDERS

Technical/ Financial Evaluation Criteria

1. The bidder must be having registered office at Chhattisgarh. Necessary documents shall be uploaded in the bid for verification.
2. 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, as per GeM.
3. The evaluation of technical bid will be done by considering the parameters listed in section "Technical Evaluation Criteria" and in Annexure-A (Technical Bid Document).
4. After evaluation of technical bids, only technically qualified bidder's financial bids will be opened.
5. The rates in the financial bid should be **strictly as per Format** in Annexure-B.
6. The bidders, who quote unrealistic rate of service charges i.e. 0.00% shall be debarred for further consideration. If the percentage with more than 2 decimal points is quoted, then up to two decimal points only be considered without rounding off.
7. 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).
8. In case two or more bidders offer same 'service charges' in the Financial Bid, then the bidder securing higher points in Technical Evaluation Criteria will be considered for award of Contract analyzed under following heads MSME Certificate, Service in Govt. or Pvt. organization, Experience in Educational or other sectors, Turnover etc. as per below formats:

TABLE A: Technical/ Financial Evaluation Criteria		
SN	Criteria	Secured by Bidder.
1	Relevant Category of MSME/NSIC Certificate (Marks 10)	
2	Experience in Years (Govt. organization) (Max. 30)	< 3 years
		>3 & < 5 years
		>= 5 years
3	Experience in Years (Pvt Ltd. organization) (Max. 20)	< 3 years
		>3 & < 5 years
		>= 5 years
4	Experience in Years (Educational organization) (Max. 20)	< 3 years
		>3 & < 5 years
		>= 5 years
5	Turnover (Max. 10)	
6	Commendation certificate from Govt organization (0 or 10)	
TOTAL		

III. VALIDITY OF BID:

Bid validity should be 120 days from the specified date of closing.

IV. 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. CIPET-Korba 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-Korba.
2. 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-Korba to the agency.
3. First payment shall be released after furnishing performance guarantee/ security deposit.
4. Successful bidder shall make regular and full payment of remuneration as due to its personnel under service contract with salary slips and furnish necessary proof to CIPET, whenever required. The payment of personnel

- by the agency should be made on or before 7th day of every month.
5. Successful bidder will ensure the remittance of remuneration to the personnel deployed by them in CIPET-Korba by directly transferring into their respective bank accounts.
 6. 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-Korba receives any complaint(s) regarding non-payment of salaries to the personnel deployed by the agency; the amount to the personnel will be deducted from the bills of agency and paid to such personnel. However, cases of no-payment of salary by the agency is not acceptable and it may lead to cancellation of contract.

V. EMD/SECURITY DEPOSIT/PERFORMANCE GUARANTEE

Security Deposit(SD)/Performance Guarantee(PG):

Successful bidder has to submit Performance Guarantee / Security Deposit equivalent to 3% of the amount of annual contract value in the form of NEFT/RTGS/Online Mode in CIPET Korba Bank Account 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.

VI. FORFEITURE OF SECURITY DEPOSIT (SD)/PERFORMANCE GUARANTEE (PG)

1. If the successful bidder/agency refuses/fails to accept the Contract issued by CIPET Korba or the work assigned to the agency/bidder are not done as per the scope of work/schedule of requirement, Security Deposit will be forfeited and the bidder will not be entertained for any tenders that may be published in future by CIPET-Korba.
2. If the contract is terminated by CIPET-Korba, due to poor performance/violation(s) of any clause(s) of the contract or for any bad acts considered prejudicial by CIPET-Korba of the selected bidder, SD/PG will be forfeited.
3. In case the successful bidder /agency fails to enter into the agreement with CIPET-Korba within 15 days of awarding of contract or any specified date as per Contract/CIPET, Korba the security deposited by such bidder/agency shall stand forfeited without giving any further notice.

VII. AGREEMENT

The successful bidder will be required to execute an agreement as per "Appendix 1" with CIPET- Korba within the period specified in the contract on Rs.100/- non-judicial stamp paper.

VIII. REJECTION OF THE BID

1. The bidder is expected to examine all instructions, formats, terms and conditions, and scope of work in the bid documents. Failure to furnish complete information or false information/documents shall result in rejection of bid.
2. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of Director & Head, CIPET-Korba 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. In case of quoting unreasonable price by way of disrupting the tender process, such bids will be rejected.
6. If the bids are not submitted as per two bid system, they will summarily be rejected.
7. Conditional bids shall not be considered and will be out-rightly rejected at the first instance.

IX. SERVICE DELIVERY

Service Commencement shall be within 15 days from the date of contract awarded. 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.

X. LIQUIDATED DAMAGES

1. The successful agency/bidder shall replace immediately any of their personnel who are found unacceptable to CIPET-Korba due to security risks, incompetence, conflict of interest, improper conduct etc. upon receiving notice from CIPET-Korba. 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-Korba 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-Korba may, at its discretion, terminate the contract.

XI. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, CIPET-Korba may, at its discretion, ask the bidder for any clarification(s) of their bid. The request for clarification and the response shall be by GeM Portal only 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.

XII. CANCELLATION BY DEFAULT

CIPET- Korba may, without prejudice to any other remedy for breach of the contract, cancel the contract in whole or part after serving a notice in writing.

1. If the bidder/agency fails to provide services within the time period specified in the work order.
2. If the bidders/agency fail to perform any other obligations as mentioned in the work order/contract.

XIII. 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, 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, CIPET: CSTS, Korba 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.

XIV. JURISDICTION FOR DISPUTEREDRESSAL

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 Korba.

XV. FORCE MAJEURE

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

TECHNICAL BID DOCUMENT/CHECKLIST

SN	Particular	Document Uploaded (Yes/No/Exempted)
1.	Name of Agency/ Firm	
2.	Profile of the Agency/ Firm	
3.	Name of Proprietor/Director of the agency	
4.	Full address of registered office in Chhattisgarh for correspondence	
	(a) Telephone No.	
	(b) Fax No.	
	(c) Mobile No.	
	(d) e-mail address	
5.	Banker of Agency with its full address (Attach self- attested copy of Bank A/c for the last six months issued by the banker and telephone no. of banker).	
6.	Registration No. of the Agency	
7.	A self-attested Registration Certificate under the Companies Act, 1956/2013 or a partnership firm registered under Indian Partnership Act of Proprietary Concern.	
8.	A self-attested Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970	
9.	PAN/TAN No. of the agency (Attach attested copy of PAN of the Agency)	
10.	GST Registration No. (Attach attested copy of the Registration Certificate)	
11.	EPF Registration No. (Attach self-attested copy of the Registration Certificate)	
12.	ESI Registration No. (Attach self-attested copy of the Registration Certificate)	
13.	Financial turnover of the agency	1.01.04.2018 to 31.03.2019
		2.01.04.2019 to 31.03.2020
		3.01.04.2020 to 31.03.2020
14.	Work Order for last 3 years/Experience certificate for last 3 years	
15.	Upload Commendation certificate from Govt organization (if any)	
16.	Details of major contracts as per table B	
17.	Self-Declaration Certificate (as per Annexure – II & III on company letter head should be attached)	
18.	Forwarding Letter along with dully signed Tender Documents	

TABLE B: Details of major contracts

Contracts with Central Government/ State Government/ PSU/ Reputed Private Firms handled by the tendering agency/ bidder for providing manpower during the last two years.

Sl. No	Details of clients along with address telephone and fax no. & email address	Amount of contract (monthly/ Rs. in lakhs)	Duration of contract	Name of contract/ type of manpower provided	No. of persons deployed
1.					
2.					
3.					
4.					
5.					

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

FINANCIAL BID DOCUMENT
For
HIRING OF MANPOWER AGENCY

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

FINANCIAL BID	
Description of services	Rates of services/Agency charges in percentage (%) <i>(up to two decimal points only) to be charged on total remuneration excluding ESI, EPF and taxes as applicable from time to time</i>
Providing manpower of various categories based on the requirement of tender document on monthly remuneration fixed by CIPET-Korba	_____ %

- The bidder who quote unrealistic rate of service charges i.e. “0%’ shall be debarred for further consideration. If the bidders quote percentage with more than two decimal points, then up to two decimal points only be considered without round-off.
- The bidders are required to quote only service/agency charge which represents administrative/management charges/other costs.
- Agency/Bidder will be finalized according to the FINANCIAL BID DOCUMENT (Annexure-B).
- In case of discrepancy in the Financial Bid, Technical Evaluation Criteria will be considered for Award of Contract.

Office seal

(Signature of the authorized person)

Name _____

Date _____

Place _____

MODEL AGREEMENT/CONTRACT TO BE EXECUTED WITH SERVICE PROVIDING AGENCY

(To be executed on Non- Judicial Stamp Paper of Rs. 100/-)

THIS AGREEMENT IS EXECUTED ON THIS THE _____ DAY OF ____ (Month) OF THE YEAR TWO THOUSAND

BETWEEN

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING AND TECHNOLOGY (CIPET-KORBA), Education Hub Syahimudi, Post Gopalpur via Jamnipali, Korba – 495450 (C.G.) represented by Director & Head & allied; hereinafter referred to as the CIPET, Korba) of the ONE PART.

AND

M/s. _____

_____ Registered

under _____ having its registered office at _____,

_____ hereinafter referred to as the “Agency”, or “Bidder” ,which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the OTHERPART.

The CIPET-Korba and the Agency/Bidder are individually referred to as a “party” and collectively referred to as “parties”

WHEREAS the Agency/Bidder has agreed to deploy manpower at the aforesaid location under CIPET-Korba in accordance with Tender No. date _____ at the rates quoted by the Contractor vide their financial bid; and

WHEREAS Central Institute of Petrochemicals Engineering And Technology (CIPET-KORBA), Education Hub, Syahimudi, Post Gopalpur via Jamnipali, Korba – 495450 (C.G.) has accepted the bid of the Agency/Bidder and has agreed to take the services of manpower to be provided by the Agency/Bidder;

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

Terms and Conditions:

1. Date of commencement of the contract would be (Date)..... The Agreement will be valid for a period of one year. The rates quoted by the Agency shall be fixed for a period of one year and no request for any change / modification shall be entertained before the expiry of the agreement period. Any statutory increase in wages/ D.A, etc. is to be absorbed by the Agency.
2. The Service Providing Agency must ensure compliance of the provisions of Employees Provident Funds & Miscellaneous Provisions Act, 1952, Workmen Compensation Act, along with other labour laws as applicable.

3. All services shall be performed by persons qualified and skilled as per the eligibility criteria indicated for each category to execute the job responsibilities of the category of manpower hired for such services in Schedule-I, Part- B
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-Korba.
7. The Service Providing Agency shall engage necessary number of persons as required by CIPET-Korba from time to time.
8. The successful Bidder/Agency shall provide the required manpower agency, 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-Korba.
10. The Centre Head may, at its discretion, reject any of the manpower provided by the Agency and may at any time, asks 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-Korba.
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-Korba 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-Korba may require the Service Providing Agency to withdraw or remove any person or persons deployed by the Service Providing Agency at the CIPET-Korba, 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-Korba because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving such notice from CIPET-Korba.
 18. The Service Providing Agency has to provide photo identity cards to the persons deployed by it at the CIPET-Korba 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 Manpower Agency in the CIPET-Korba shall be the responsibility of the Agency.
 21. Working hours would be normally from 9.00 A.M. to 5.30 P.M. during working days including $\frac{1}{2}$ 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-Korba.
 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-Korba.
 24. The Service Providing Agency shall be contactable at all times and message sent by phone / e- mail / Fax / Special Messenger from CIPET-Korba 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-Korba in fulfillment of the contract from time to time.

25. CIPET-Korba 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-Korba.
26. The Service Providing Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for all act of commission and omission of the manpower deployed by it at the CIPET-Korba. If CIPET-Korba suffers any loss or damage on account of negligence, default or theft on part of the manpower of the agency, then the agency shall be liable to reimburse the same to CIPET-Korba. The agency shall keep CIPET-Korba 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-Korba 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-Korba 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-Korba.
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 CIPET-Korba whose decision shall be binding on both the parties.
31. **Forfeiture of EMD/ Security Deposit/ Performance Guarantee:**
 - (1) If the successful bidder/agency refuses/fails to accept Work Order issued by CIPET-Korba or the work assigned to the agency/bidder are not executed as per the scope of work/schedule of requirement, EMD/Security Deposit/ Performance Guarantee will be forfeited and the bidder will not be entertained for any tenders that may be published in future by CIPET-Korba.
 - (2) If the bidder withdraws tender any time after expiry of time of submission of Bids.

- (3) If the contract is terminated by CIPET-Korba due to poor performance/violation(s) of any clause(s) of the agreement or for any bad act of selected bidder, security deposit/PG will be forfeited.
- (4) In case of unreasonable price quoted by the bidder for disrupting the tender process, EMD of such bidder will be forfeited.
- (5) In case the successful agency fails to enter into the agreement with CIPET-Korba within the specified date, the EMD/security deposited by such agency shall stand forfeited without giving any further notice.

32. PAYMENT OF BILLS TO AGENCY

- (1) The Service Providing Agency will submit the bill, in triplicate, in respect of the billing cycle of each month by the end of the month. The payment will be released by the CIPET Centre after verification of the attendance and after deducting taxes etc. deductible at source under the laws in force.
- (2) The concerned In-charge of the Department of Centre with whom such manpower is deployed, shall submit details of days when contractually engaged manpower was away from Centre on duty or tour and could not punch his bio-metric attendance at the Centre.
- (3) The Service providing agency, shall provide to the CIPET-Korba documentary proof in respect of-
 - (i) Deposit to PF in the PF Account of each of the manpower;
 - (ii) Deposit of contribution to the ESI.
 - (iii) TDS from the remuneration of the manpower, wherever, applicable;
 - (iv) Any other deduction, as applicable.
- (4) No wage / remuneration will be paid to any staff for the days of absence from duty.

33. RENEWAL OF CONTRACT:

The contract / agreement may be renewed annually subject to a maximum term of 03 years and subject further to satisfactory performance of the agency with such amendments as may be mutually agreed to.

34. TERMINATION OF CONTRACT:

- (1) The agreement can be terminated by either party by giving one month's advanced notice in writing. If the agency seeks to terminate the contract without giving one month's notice in writing for termination of 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-Korba and any amount due to the agency from CIPET-Korba, as on the date, shall be forfeited by the CIPET-Korba.
- (2) That on the expiry of the agreement, as mentioned above, the agency will withdraw all its manpower deployed at the CIPET-Korba 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-Korba 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-Korba shall remain indemnified from being named as a party, in case the matter is referred to Court of Law of appropriate.

35. PENALTY AND LIQUIDATED DAMAGES:

- (1) The Agency shall be responsible for faithful compliance of the terms and conditions of this agreement. Failure on the part of the contractor may attract forfeiture of the security deposit as well as the termination of their contract and getting the work done through some outside agency at their cost and risk, during the remaining period of contract.
- (2) The successful Agency shall replace immediately any of its personnel who are found unacceptable to CIPET-Korba because of incompetence, conflict of interest, improper conduct or security risk or any other reason and upon receiving such notice from the CIPET-Korba, 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-Korba 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-Korba may in its discretion terminate the contract.

36. CANCELLATION BY DEFAULT:

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

37. BLACKLISTING:

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

have not been blacklisted/debarred by any Ministry/Departments of Govt. of India/Central PSUs/ Nationalized Bank/State Govt. Department/ Autonomous /Statutory Bodies/Corporations and, that there is no litigation continuing with any of the above describe Government Departments on account of similar services.

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

38. JURISDICTION FOR DISPUTES REDRESSAL:

All Disputes arising between the parties to the contract, shall be shall be subject to the jurisdiction of courts of law at_(Place where CIPET Centre is located).

In WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS THE ____ DAY OF ____.

Signed for and on behalf of
Agency/Bibber
Signature of the bidder with seal
Name & Designation _____

Signed for and on behalf of
CIPET-Korba
Signature with seal
Name & Designation _____

केंद्रीय पेट्रोसायन अभियंत्रिकी एवं प्रौद्योगिकी संस्थान, कोरबा
CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY (CIPET), KORBA



Annexure-I

Sl. No	Designation	No of manpower proposed by the Centre	Proposed Consolidated Remuneration ranges (in Rupees)	Essential Qualification and Experience	Duration of contract period
1	Shop-floor/Workshop Attendants (Testing/Processing/Tolling & CAD/CAM/Skill Training)	8	Rs.15,000/- to Rs.25,000/-p.m.	As per Sl. 01 of schedule- I of Part – B of Manual of Guidelines for Hiring of Manpower Services in CIPET through Outsourcing from Manpower Agency	1 Year (Renewable up to 3 years based on performance and requirement)
2	Laboratory Instructor (Chemistry/Physics/Electrical & Electronics/ Computer Science/ Any Other Lab/Workshop)	4	Rs.20,000/- to Rs.30,000/-p.m.	As per Sl. 02 of schedule- I of Part – B of Manual of Guidelines for Hiring of Manpower Services in CIPET through Outsourcing from Manpower Agency	1 Year (Renewable up to 3 years based on performance and requirement)
3	Asst. Hostel Supervisor Cum i/c Hostel Hostellers affairs	1	Rs.20,000/- to Rs.30,000/-p.m.	As per Sl. 03 of schedule- I of Part – B of Manual of Guidelines for Hiring of Manpower Services in CIPET through Outsourcing from Manpower Agency	1 Year (Renewable up to 3 years based on performance and requirement)
4	Data Entry Operator (Customer Relationship)	1	Rs.12,000/- to Rs.20,000/-p.m.	As per Sl. 04 of schedule- I of Part – B of Manual of Guidelines for Hiring of Manpower Services in CIPET through Outsourcing from Manpower Agency	1 Year (Renewable up to 3 years based on performance and requirement)
5	Data Entry Operator (Skill Training)	3	Rs.15,000/- to Rs.20,000/-p.m.	As per Sl. 05 of schedule- I of Part – B of Manual of Guidelines for Hiring of Manpower Services in CIPET through Outsourcing from Manpower Agency	1 Year (Renewable up to 3 years based on performance and requirement)
6	Data Entry Operator (Hindi)	1	Rs.15,000/- to Rs.20,000/-p.m.	As per Sl. 09 of schedule- I of Part – B of Manual of Guidelines for Hiring of Manpower Services in CIPET through Outsourcing from Manpower Agency	1 Year (Renewable up to 3 years based on performance and requirement)
7	Care Taker (for VTC Hostel)	2	Rs.15,000/- to Rs.25,000/-p.m.	As per Sl. 06 of schedule- I of Part – B of Manual of Guidelines for Hiring of Manpower Services in CIPET through Outsourcing from Manpower Agency	1 Year (Renewable up to 3 years based on performance and requirement)
8	Instructor (Skill Development Soft Skills)	1	Rs.20,000/- to Rs.30,000/-p.m.	As per Sl. 07 of schedule- I of Part – B of Manual of Guidelines for Hiring of Manpower Services in CIPET through Outsourcing from Manpower Agency	1 Year (Renewable up to 3 years based on performance and requirement)
9	Consultant: IT & Networking	1	Rs.20,000/- to Rs.30,000/-p.m.	As per Sl. 08 of schedule- I of Part – B of Manual of Guidelines for Hiring of Manpower Services in CIPET through Outsourcing from Manpower Agency	1 Year (Renewable up to 3 years based on performance and requirement)
10	Helper/ MTS	4	Rs.10,000/- to Rs.15,000/-p.m.	As per Sl. 10 of schedule- I of Part – B of Manual of Guidelines for Hiring of Manpower Services in CIPET through Outsourcing from Manpower Agency	1 Year (Renewable up to 3 years based on performance and requirement)
	Total	26			

(Shall be uploaded by the bidder on official letter head of bidder)

Annexure -II

DECLARATION BY THE CONTRACTOR

Date.....

I/We(Name and Designation) have carefully read the terms and conditions of contract as contained in Tender Document and agree to abide by these terms.

The information/documents furnished along with the above bid/application are true and authentic to the best of my knowledge and belief. The information/documents furnished along with the above bid/application are true and authentic to the best of my knowledge and belief.

I am well aware of the fact that furnishing of any false information/fabricated document, then CIPET: CSTS, Korba has the right to cancel the tender/bid/contract without any further correspondence and CIPET: CSTS, KORBA, has no financial liability.

I/We..... (Name and Designation) promise to pay the compensation or fine in case of such default.

(Signature of Bidder)

Name & Designation with Seal of the firm

Place: _____

Date: _____

(Shall be uploaded by the bidder on official letter head of bidder)

Annexure -III

SELF-DECLARATION – NO BLACKLISTING

Date.....

To,
M/s. Central Institute of Petrochemicals Engineering & Technology,
Education Hub, Syahimudi, Post-Gopalpur, via Jamnipali,
Korba-495450, Chhattisgarh

Ref: Tender for **Hiring of Manpower Services Providing Agencies** at CIPET
Korba-Reg.

Dear Sir/Madam

In response to the Tender Document No CIPET/Korba/GeM/HMSPA/2022-23
Dt..... for **Hiring of Manpower Services Providing Agencies** at CIPET
Korba. I/ We..... hereby declare that presently our
Company/Firm M/s..... is not blacklisted/debarred
and not declared ineligible for any reasons by any State Govt./ Central
Govt./PSU/Autonomous Body on the date of Bid Submission.

I/We further declare that presently our Company/ firm is not having any Legal
case/dispute pending in any court of laws against our Company/Firm/ its Executives
etc. with any party.

If this declaration is found to be incorrect then without prejudice to any other action
that may be taken, my/our security may be forfeited in full and the tender if any to the
extent accepted may be cancelled.

Thanking you,

(Signature of Bidder)

Name & Designation with Seal of the firm

Place: _____

Date: _____