



**CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING AND
TECHNOLOGY**

(CIPET:CSTS – CHANDRAPUR)

Department of Chemicals & Petro-Chemicals,
Ministry of Chemicals & Fertilizers, Govt. of India

Plot No. C-10/1,

MIDC Tadali Industrial Area,

Chandrapur - 442406.

Email: Chandrapur@cipet.gov.in

Website : www.cipet.gov.in

For

**Hiring of Manpower Services at CIPET:CSTS-
CHANDRAPUR through Outsourcing from
Manpower Services Providing Agency.**

List of major Documents to be uploaded online:

01. E.M.D. Rs. 50,000/- (Directly Online Transfer on CIPET CSTS Chandrapur Holding A/c No- 120028053557 and IFSC Code – CNRB0015180).
02. Profile of the Manpower supply Contractor/Bidder on letter head.
03. Name of the owners/partners/director of the firm/company/corporation and their addresses.
04. A self-attested Registration Certificate under the Companies Act, 1956/2013 or a partnership firm registered under Indian Partnership Act or Proprietary Concern.
05. A self-attested Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970.
06. Valid copy of GST, PAN, EPF and ESIC registration.
07. Copy of work order/experience certificate, 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.
08. Name and addresses of bankers with whom the account is maintained along with copy of self-attested bank account statement for the last six months.
09. Copies of self-attested audited profit & loss account /income & expenditure account and balance sheets for the past three financial years (2021-22, 2022-23 and 2023-24) wherein the average annual turnover of the company/firm/agency should not be less than rupees Forty lakh during the last three financial years
10. A self-attested copy of the latest IT Returns filed preceding three financial year (2021-22, 2022-23 and 2023-24) with the Income Tax Department.
11. Number of disputes with clients, if any, reasons of disputes and present position of disputes of detail. (on company letter head)

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SCHEDULE OF REQUIREMENT

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

1. CIPET:CSTS-Chandrapur has initial requirement of manpower as detailed in "Section-C" (Technical requirement of Manpower) of the tender document. The requirement of CIPET:CSTS-Chandrapur is only indicative and may further increase or decrease during the period of contract depending upon the exigency of work.
2. 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 twice for a further period of one year each depending upon the requirement of manpower, administrative convenience of CIPET:CSTS-Chandrapur 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: CSTS-Chandrapur confirms to the technical specification of education and skill prescribed in "Section-C" of the tender document.
2. The successful agency/bidder shall furnish the list of persons to be deployed along with the following documents in respect of the individual manpower who will be deployed by them at CIPET:CSTS-Chandrapur 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 certificates containing date of birth.
 - c. Certificate of verification of antecedents of person by local police authority.
 - d. Detailed proof of identity, bank account details, proof of residence and 2 recent passport size photographs of the personnel to be deployed by the agency in CIPET: CSTS-Chandrapur.
3. The successful agency/bidder shall ensure that the personnel deployed are medically fit.
4. The persons deployed by the agency shall be paid with State minimum wages from time-to-time or as informed by the CIPET. Strict compliance of the successful agency/bidder to the State minimum wages shall be ensured and in case of any deviation, the contractor shall be responsible for any circumstances/legal consequences.
5. The successful agency/bidder shall be responsible for proper conduct of his/her/their personnel at CIPET: CSTS-Chandrapur premises. In case of any damage/loss/theft etc., to the property of CIPET: CSTS-Chandrapur which is caused by the personnel deployed by the agency, the agency will either be liable to make good the loss on the basis of the value of the property as determined by CIPET: CSTS-Chandrapur or the same could be recovered

from the performance guarantee, monthly payments due to the agency.

6. The personnel deputed to CIPET: CSTS-Chandrapur by the successful agency/bidder should be polite, cordial, positive and efficient while handling the assigned work. In case, the person employed by the successful agency/bidder commit any act of omission/commission that amounts to misconduct / indiscipline / incompetence, the successful agency will liable to take disciplinary action against such persons, including their removal from the work, if required by CIPET: CSTS-Chandrapur.
7. The personnel deputed to CIPET: CSTS-Chandrapur shall not be changed by the agency under any circumstances unless there is a specific request from CIPET: CSTS-Chandrapur.
8. It will be the responsibility of the successful agency/bidder to meet transportation, medical and other requirements in respect of the persons deployed at CIPET: CSTS-Chandrapur and CIPET: CSTS-Chandrapur will have no liabilities in this regard.
9. 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-Chandrapur. The persons deployed by the agency/bidder at CIPET: CSTS-Chandrapur shall not have claims of any employer and employee relationship against CIPET: CSTS-Chandrapur.
10. The successful agency/bidder shall be solely responsible for the redressal of grievance/ resolution of dispute relating to persons deployed. The CIPET: CSTS-Chandrapur shall in no way be responsible for settlement of such issues whatsoever.
11. CIPET: CSTS-Chandrapur 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. In Case of any financial loss/material loss/man loss happens due to irresponsible delivery of the duty by the manpower provided by the agency, the responsibility shall be holded by the successful agency/bidder.
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: CSTS-Chandrapur 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: CSTS-Chandrapur.

B. LEGAL

1. The successful agency/bidder shall be responsible for compliance of all statutory provisions relating to State minimum Wages, Provident Fund and Employees State Insurance etc., in respect of the persons deployed by them in the CIPET: CSTS-Chandrapur.
2. CIPET: CSTS-Chandrapur, apart from the remuneration, will reimburse to the agency all statutory charges towards ESI, EPF etc. as applicable under prevailing law from time to time.
3. The successful agency/bidder shall also be liable for depositing all taxes, levies, cess etc., on account of services rendered by the bidder to CIPET: CSTS-Chandrapur to concerned tax, ESI, EPF authorities from time to time

as per extant rules and regulations on the matter. In case, the successful agency/bidder fails to comply with the statutory/taxation obligation under appropriate law, and as a result thereof, CIPET: CSTS-Chandrapur is put to any loss/obligation, monetary or otherwise, the CIPET: CSTS-Chandrapur will deduct the same from the monthly bills and/or the performance security deposit of the agency/bidder, to the extent of the loss or obligation in monetary terms.

4. The successful agency/bidder shall maintain all statutory registers under the law. The agency shall produce the same, on demand to the concerned authority of CIPET: CSTS-Chandrapur or any other authority under law.
5. The tax deduction at source (TDS) shall be made as per the provisions of Income Tax Act and a certificate to this effect shall be provided to the agency by the CIPET: CSTS-Chandrapur.
6. The remuneration of the deployed personnel must be credited to their bank account by the successful agency/bidder latest by 7th of every month. A penalty of Rs. 500/- per day shall be imposed on the agency for failure to meet this deadline.
7. The successful agency/bidder shall present the bills for reimbursement of the remuneration latest by 2nd of every month so that the same can be processed at the earliest. However, the deadline of payment of the persons deployed by the agency shall not be altered by the agency even if payment is not received or delayed from CIPET: CSTS-Chandrapur.

C. TECHNICAL REQUIREMENT OF MANPOWER TO BE DEPLOYED

The eligibility criteria for personnel to be deployed by successful agency/bidder in CIPET:CSTS-Chandrapur shall be as per details given in Part -B of Schedule -I appended to Guidelines for Engagement of Manpower in CIPET on Contract, 2020. The details of requirement of services to be procured through successful service providing Agency/bidder are indicated below. Being the initial requirement, the number may vary as per exigencies:-

SECTION - C

Sl. No.	Name of the proposed designations	Job responsibilities	Eligibility Criteria: (Educational qualification and experience)	Remuneration range / Consolidated Remuneration to be paid per month	Maximum Term of Engagement on contract	Remarks
1	2	3	4	5	6	7
1	Shop floor/ work shop Attendants (Testing/ Processing / Tooling & CAD/CAM / Skill Training) (No. Of proposed manpower required – 06 nos.)	<ol style="list-style-type: none"> 1. To execute production / job order as per the instructions of HOD's and as per ISO QMS. 2. To operate relevant machinery / equipment and maintenance of equipment / computers/machines in the laboratory/ computer lab/shop floor. 3. To mobilize and counsel Students. 4. To enforce all possible measures for prevention of ragging in the premises of the Institute and act in accordance with AICTE/UGC guidelines and other legal provisions. 5. To impart practical training to students. 6. To maintain and monitor attendance of students as per ISO QMS. 7. To maintain and fill mandatory registers and formats as per ISO QMS. 8. To assist in routine laboratory works/ computer labs/ shop floor works. 9. To assist in daily needs of CIPET Centre and management of general activities assigned in the department or section, maintenance of records as per the audit requirement. 10. To ensure cleanliness of all machinery and shop floor/lab/workshop. 11. To label / code properly and display of specifications in the machinery/ equipment. 12. Regular maintenance of m/c, equipment for –preventive and break down maintenance. 13. To ensure availability of safety kits/ poster display/ brochure etc. 14. To follow and ensure safety rules and guidelines for machinery/ equipment/ Lab and work shop premise. 15. To ensure calibration of machinery / equipment and maintain record. 	Minimum qualifications & Experience Full time B.Sc / Diploma / ITI in the relevant discipline. Preference shall be given to the candidates with 1 year experience in the relevant discipline.	Rs. 15,000/ – to Rs.25,000/- p.m.	1 Year (Renewable upto 3 years based on performance and requirement)	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement.

Sl. No.	Name of the proposed designations	Job responsibilities	Eligibility Criteria: (Educational qualification and experience)	Remuneration range / Consolidated Remuneration to be paid per month	Maximum Term of Engagement on contract	Remarks
1	2	3	4	5	6	7
2	Laboratory Instructor (Chemistry/ Physics/ Electrical & Electronics/ Computer Sc./ Chemical Engg. Or any other Lab / workshop as per the syllabus) (No. Of proposed manpower required – 02 nos.)	1. To ensure cleanliness of laboratory space and operational functioning of machine and equipment of laboratory. 2. To conduct tests/ Practical as per standards/ SOP and to make entries test of results in required documents. 3. To perform data entry on computer and prepare test reports. 4. To enforce all possible measures for prevention of ragging in the premises of the Institute and act in accordance with AICTE/UGC guidelines and other legal provisions. 5. To demonstrate the Lab equipment. 6. To conduct practical classes as per syllabus, schedule and ISO QMS. 7. To maintain equipment in proper working conditions in laboratory/ workshop. 8. To perform all other duties and responsibilities as per the instruction of HOD's and maintenance of records as per audit requirements. 9. To maintain and updation the log sheets regularly. 10. To report to I/C immediately about any defect or non-functioning of test equipment or machinery. 11. To maintain records and registers pertaining to the assigned lab as per ISO and other applicable standards. 12. To ensure safe-custody, documentation and disposal of test samples as per applicable norms and provisions. 13. To ensure confidentiality of test results. 14. To ensure availability of all lab equipment/ machines/ spares as per syllabus / affiliating university norms.	Minimum qualifications & Experience Full time First Class Graduate in relevant discipline. OR Full time First Class Diploma in relevant discipline. 01 year relevant post qualification experience. Practical workshop skills, as evident by knowledge of instruments and devices used within the laboratory, and other workshop tools and equipment. Strong troubleshooting and technical problem-solving skills. Strong oral and written communication skills. A high degree of computer literacy and demonstrated ability to integrate technology in the workplace. Perform teaching assignments as required.	Rs. 20,000/- to Rs.30,000/- p.m.	1 Year (Renewable upto 3 years based on performance and requirement)	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement.

1	2	3	4	5	6	7
		<p>15. To label / code properly and display of specifications in the machinery / equipment.</p> <p>16. Regular maintenance of m/c, equipment for –preventive and break down maintenance</p> <p>17. To assist/ impart practical training to students.</p> <p>18. To ensure availability of safety kits/ poster display/ brochure etc.</p> <p>19. To follow and ensure safety rules and guidelines for machinery / equipment/ Lab and work shop premise as per Govt norms.</p> <p>20. To ensure calibration of machinery / equipment and maintain records.</p> <p>21. To maintain practical record note with regular updation.</p>				
3	<p>Asst. Hostel Supervisor cum I/C Hostel hostellers affairs</p> <p>(No. Of proposed manpower required – 01 nos.)</p>	<ol style="list-style-type: none"> 1. To assist daily Hostel needs and manage general activities. 2. To make and obtain approval of Hostel Discipline Rules from Centre Head. 3. To ensure discipline of hostellers and anti-ragging prohibition act. 4. To ensure timely serving of hygienic and nourishing food to hostellers and ensure food safety rules. 5. To form various hostel committees including food committee, from amongst hostellers for smooth functioning of hostel activities. 6. To allot room to students. 7. To monitor student activities and communicate to their parents for irregular students. 8. To monitor housekeeping and security services of the hostel premises. 9. To provide support to Admin-in-charge for maintenance of required registers and documents. 	<p>Minimum qualifications & Experience</p> <p>Full time First Class Graduate in any discipline with working knowledge in computer.</p> <p>Minimum 5 years post qualification experience in any students Hostel activities. Preference will be given to the Ex. Service Man.</p> <p>Should have good oral and written communication skills.</p>	<p>Rs. 20,000/- to Rs.30,000/- p.m.</p>	<p>1 Year (Renewable upto 3 years based on performance and requirement)</p>	<p>Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement.</p>

1	2	3	4	5	6	7
		<p>10. To mark attendance of student etc.</p> <p>11. To maintain database of hostellers.</p> <p>12. To monitor cleanliness, hygiene and sanitation of hostel premises including cooking and dining area of students mess, and activities related to electricity and water.</p> <p>13. Maintenance of facilities and provisions of the students' Hostel, welfare of hostellers.</p> <p>14. To monitor smooth functioning of Mess / Canteen facility and general activities related thereto.</p> <p>15. To maintain indoor/outdoor game materials.</p> <p>16. To arrange medical check-up in the hostel premises.</p> <p>17. To ensure safety norms in the hostel premise.</p> <p>18. To maintain inward/ outward registers for visitors/ parents/guests.</p> <p>19. To ensure ISO QMS in the hostel and maintain records.</p> <p>20. To display circulars, notifications of CIPET / Govt. of India on various matters, properly.</p> <p>21. Students disciplinary proceeding etc.</p>				

Sl. No.	Name of the proposed designations	Job responsibilities	Eligibility Criteria: (Educational qualification and experience)	Remuneration range / Consolidated Remuneration to be paid per month	Maximum Term of Engagement on contract	Remarks
1	2	3	4	5	6	7
4	Data Entry Operator (Customer Relationship) (No. Of proposed manpower required – 03 nos.)	<ol style="list-style-type: none"> 1. Distribution of pamphlet 2. Interaction with candidates and customers. 3. Explaining about skill development skill programme being run at centre 4. Attending all queries of the candidates. 5. Attending all queries of the customer. 6. Receiving complaint, succession, information, letters, requests etc. 7. Collecting KYC from the candidate 8. Arranging appointment with CIPET officials 9. Receiving and verifying documents Follow-up through phone calls. 10. Proficiency in sending information through mail, message, SMS, social media 11. Maintenance of records and filing documents 12. Placement tracking. 	<p>Minimum qualifications & Experience</p> <p>Full time Graduation with basic knowledge of computer.</p> <p>Should be capable to speak/read/write in the regional language besides English language.</p> <p>Proficiency in typing work and sending information through SMS, E-mail, Social media and using mail merge, etc.</p> <p>Proficiency in customer service skills.</p>	Rs. 12,000/- to Rs.20,000/- p.m.	1 Year (Renewable upto 3 years based on performance and requirement)	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement.
5	Data Entry Operator (Skill Training) (No. Of proposed manpower required – 04 nos.)	<ol style="list-style-type: none"> 1. Drafting and releasing advertisements in newspaper(s) for mobilization of candidates. 2. Providing typing assistance to the Screening /Selection Committee. 3. Documentation, record keeping w.r.t. distribution of training kits to the trainees. 4. Assistance for organising course inaugural / valedictory function. 5. Assisting for placement activities. 6. Documentation, record keeping w.r.t. distribution of certificates to the trainees on conclusion of training programme. 7. Maintaining documents received from the candidates. 8. Maintaining registration forms. 	<p>Minimum qualifications & Experience</p> <p>At least senior secondary pass out; preferably a full time graduate in any discipline from recognized University/ Institute.</p> <p>Should be well versed with MS-Office (word, excel, power-point).</p> <p>Sufficient knowledge of Mail wizard.</p>	Rs. 15,000/- to Rs.20,000/- p.m.	1 Year (Renewable upto 3 years based on performance and requirement)	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement.

1	2	3	4	5	6	7
		9. Uploading candidate details in skill India, sponsor websites. Plan and preparing skill programme details. 10. Programme schedule for theory and practical classes. 11. Distribution of books as per NSQF syllabus. 12. Implementation of Biometric attendance. 13. Preparation of monthly progress report to H.O. 14. Preparation of MPR to centre In-charge. 15. Preparation of candidate attendance. 16. Distribution of stipend to the eligible candidates. 17. Preparation of course completion certificates. 18. Maintaining of course certificate issue register. 19. Preparation of proposals, Invoices, etc. 20. Preparation of list of short-listed candidates after counselling. 21. Compilation of report and onward submission.	Good Communication skill in English and regional language of the State. Good presentation skills. Knowledge of English Typing, preferably supported by a certificate of proficiency.			
06	Helper / MTS (No. Of proposed manpower required – 09 nos.)	Multiple assistance/helping in the office/ hostel/lab/ workshop/class room etc.	Minimum qualifications & Experience Minimum 8 th Std. pass	Rs. 10,000/- to Rs.15,000/- pm.	1 Year (Renewable upto 3 years based on performance and requirement)	Medical Fitness Certificate from the empanelled hospital of CIPET required for joining on contractual engagement.

Note:

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

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

1. The tender should be uploaded in Two-Bid system. One should contain "Technical Bid" and other should contain "Financial Bid".
2. The tender documents shall be treated as "confidential".
3. Bid shall be uploaded with a forwarding letter head of the bidder/agency duly signed and stamped by authorised signatory on each page to ensure the compliance of scope, services and general terms and conditions of the tender under reference.
4. Technical Bid should be submitted by the bidder strictly as per Bidder eligibility criteria with documentary evidence prescribed.
5. Each page of the tender document should be signed and stamped by authorized signatory and submit with technical bid.
6. Rates should be quoted as per the format only.
7. CIPET: CSTS-Chandrapur reserves the right to modify/relax any of the terms & conditions of the tender.
8. Pre-Bid inspection/Survey: The bidder may visit CIPET: CSTS-Chandrapur to have an understanding of the requirements during working hours of CIPET: CSTS-Chandrapur.
9. The selected bidder shall undertake to abide by all rules, regulations and laws and shall agree to keep itself liable and responsible for any such violation directly before Director and Head, CIPET: CSTS-Chandrapur, Plot No. C-10/1, MIDC Tadali Industrial Area, Chandrapur – 442406 / the Competent Authority.
10. CIPET: CSTS-Chandrapur may renew the contract annually subject to a maximum term of 3 years on the same terms and conditions depending upon the requirement of manpower, administrative convenience of CIPET: CSTS-Chandrapur and satisfactory performance of the agency.
11. Bids once submitted shall not be allowed to be withdrawn. Any default after acceptance of bid shall be deemed to be non-compliance of the terms of contract and would be liable to forfeiture of EMD/Security deposit and cancellation of contract.
12. If the date of tender opening, by any chance happens to be a holiday, the tender will be opened on the next working day at the stipulated time.
13. CIPET:CSTS-Chandrapur, 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.
14. 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.
15. CIPET: CSTS-Chandrapur reserves the right to reject any or all the tenders or accept them in part or to reject lowest tender.
 16. The successful bidder may also opt for premature cancellation of the contract by giving one months' notice in writing. If contract is cancelled without any notice, CIPET: CSTS-Chandrapur reserves the right to forfeit the EMD/PG of the successful bidder.
 17. 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.
 18. The bidder will be bound by the details furnished by him to CIPET: CSTS-Chandrapur 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.
 19. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).

II. ELIGIBILITY OF BIDDERS:

- (1) The bidders should be a company, registered under Indian Companies Act, 1956/2013 or a partnership firm, registered under the Indian Partnership Act or a proprietary concern. [Self – attested documentary proof should be provided.]
- (2) The bidder should have at least three years experience of deployment of different categories of manpower in Ministry/Departments of Govt. of India/Central PSUs/ Nationalised Banks/State Govt. Departments/ Autonomous /Statutory Bodies/ Corporations. The copy of the experience certificate or work order(s) issued by the respective office should be provided.
- (3) The bidder should have a bank account in his name. [A self-attested bank account statement for the last six months should be provided.]
- (4) The bidder should have office of the company/firm/agency at the location of Maharashtra. [A self-attested documentary proof should be provided.]
- (5) The bidder should furnish signed declaration indicating that they have carefully read the terms and conditions of the tender and accepted all the provisions of the tender document.
- (6) The bidder should furnish signed declaration that they have not been blacklisted/ debarred by the Ministry/Departments of Govt. of India/Central PSUs/ Nationalised Banks/State Govt. Departments/ Autonomous/Statutory Bodies/ Corporations and there is no litigation with any Government Departments is pending on account of similar services.
- (7) The tenderer/bidders are required to enclose attested photocopies of the documents listed below in the “Technical Bid” failing which the bids shall summarily be rejected and will not be considered further.

SELF ATTESTED DOCUMENTS TO BE SUBMITTED ALONGWITH THE

TECHNICAL BID:

1. Registration Certificate under the Companies Act, 1956/2013 or a partnership firm registered under Indian Partnership Act or Proprietary concern.
2. Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970.
3. Copy of PAN Card.
4. Copy of the latest three IT Returns filed with the Income Tax Department.
5. Copy of EPF Registration certificate.
6. Copy of ESI Registration certificate.
7. Copy of the GST Registration certificate.
8. Copy of the Turnover Statement for the last three years.
9. A self-attested bank account statement for the last six months.

TECHNICAL EVALUATION CRITERIA

The bidder must fulfil the following technical criteria/attach the following required certificates in order to be eligible for financial evaluation and compliance of bid described in the tender document.

1. A self-attested Registration Certificate under the Companies Act, 1956/2013 or a partnership firm registered under Indian Partnership Act or Proprietary Concern.
2. A self-attested Registration Certificate under Contact Labour (Regulation & Abolition) Act, 1970.
3. A self-attested copy of PAN card.
4. A self-attested copy of the latest IT Returns filed preceding three financial year with the Income Tax Department.
5. A self-attested copy of EPF Registration certificate.
6. A self-attested copy of ESI Registration certificate.
7. A self-attested copy of the GST Registration certificate.
8. A self-attested bank account statement for the last six months.
9. The bidder should have at least three years experience of deployment of different category of manpower in Ministry/Departments of Govt. of India / Central PSUs / Nationalised Banks/State Govt. Departments / Autonomous / Statutory Bodies / Corporations. A copy of the experience certificate/work order issued by the respective offices should be provided.
10. The average annual turnover of the company/firm/agency should not be less than rupees Forty lakh during the last three financial years. Copies of self-attested audited profit & loss account /income & expenditure account and balance sheets for the past three financial years should be provided.

III. AWARD OF BIDDERS

FINANCIAL EVALUATION CRITERIA

1. The financial bid of only those bidders/tenderers whose Technical Bids are found in order will be opened. The financial bid shall be opened at a later stage. Technically qualified bidders will be intimated the date & time after Technical bid evaluation through the GeM portal/Manual.

2. The evaluation of technical bid will be done by considering the parameters listed for Technical evaluation criteria and in Annexure -1 (Technical Bid Document).
3. After evaluation of technical bids, the financial bids of only technically qualified bidders will be opened.
4. The rates in the financial bid should be strictly as per GeM Format.

IV. ISSUE OF LETTER OF INTENT

1. The issue of letter of intent / work order shall constitute the intention of CIPET: CSTS-Chandrapur to award the work as specified in the tender document with the successful agency / bidder.
2. The bidder shall within two weeks of issue of letter of intent / work order should give his acceptance along with security deposit/ performance guarantee (PG) as mentioned in bid document.
3. The bidder shall also have to sign an agreement on Rs.100 non judicial stamp paper in the prescribed format to safeguard the interest of CIPET:CSTS-Chandrapur.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY/ BIDDER BEFORE DEPLOYMENT OF MANPOWER

1. List of manpower shortlisted by the agency for deployment containing full details i.e., name, father's name, mother's name, date of birth, residential and permanent address.
2. Bio-data of all persons along with the supporting documents in respect of age, qualification, professional qualification and experience etc.
3. Detailed proof of identity like driving license, bank account details, proof of residence and recent passport size photograph of the personnel proposed to be deployed in CIPET:CSTS-Chandrapur by the agency.
4. Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.

V. VALIDITY OF QUOTATION:

Bid validity should be 180 days from the specified date of closing.

VI. PAYMENT TERMS :

1. The successful bidder shall submit the monthly bills in triplicate enclosing the certificate as mentioned in succeeding Para for payment.
 - a) Acknowledgement of receipt of wages by personnel deployed duly indicating the earnings, deductions towards PF, ESI, etc.
 - b) Copies of deposit of PF, ESI, Taxes as applicable from time to time. CIPET: CSTS-Chandrapur may ask for producing the originals of any documents for verification.
 - c) Bank statement showing debits from awarding agency's bank account towards payment of wages to its personnel deployed at CIPET: CSTS-Chandrapur.

2. The TDS shall be made as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided by CIPET: CSTS-Chandrapur to the agency.
3. First payment shall be released after furnishing performance bank guarantee/ security deposit.
4. The successful bidder shall make regular and full payment of remuneration as due to its personnel under service contract with salary slips and furnish necessary proof whenever required. The payment of personnel by the agency should be made on or before 7th day of every month.
5. The successful bidder will ensure the remittance of remuneration to the personnel deployed by them in CIPET:CSTS-Chandrapur by directly transferring into their respective bank accounts.
6. The proof of challan/receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bills will not be processed.
7. Proof of Taxes as applicable from time to time deposited with the concerned Government agencies shall be submitted with the bill.
8. In case CIPET:CSTS-Chandrapur receives any complaint(s) regarding non- payment of salaries to the personnel deployed by them, the amount to the personnel will be deducted from the bills of agency and paid to such personnel.

VII. BID SECURITY (EMD)/SECURITY DEPOSIT/PERFORMANCE GUARANTEE:

EMD: The Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty thousand only) as per details above should be directly deposit through NEFT/RTGS and copy of the same to be uploaded in the Technical Bid.

The tenderers who are currently registered and also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).

EMD will not carry any interest and EMD of the Unsuccessful bidders will be refunded after finalisation of bids.

Successful bidder has to submit Performance Guarantee / Security deposit equivalent to 5% of the amount of annual contract value in the form of fixed deposit of a nationalized bank in favour of CIPET Chandrapur which should be valid for a period of 60 days beyond the completion of the contractual obligations by the bidder. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the agency. The same will be returned after the completion of contract without interest.

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

VIII. The successful bidder will be required to execute an agreement as per Appendix "B4" with CIPET: CSTS-Chandrapur within the period specified in the Letter of Intent/ work order on Rs.100/- non-judicial stamp paper.

IX. FORFEITURE OF EMD/ SECURITY DEPOSIT/ PERFORMANCE GUARANTEE:

- (1) If the successful bidder/agency refuses/fails to accept Letter of Intent (LOI)/Work Order issued by CIPET:CSTS- Chandrapur or the works assigned to the agency/bidder are not done as per the scope of work/schedule of requirement, EMD/Security Deposit will be forfeited and the bidder will not be entertained for any tenders that may be published in future by CIPET:CSTS-Chandrapur.
- (2) If the bidder withdraws bids before / after finalisation of the tender, EMD will be forfeited.
- (3) If the contract is terminated by CIPET:CSTS-Chandrapur due to poor performance/violation(s) of any clause(s) of the agreement or for any bad acts considered prejudicial by CIPET Centre of the selected bidder, security deposit/PG will be forfeited.
- (4) In case, the successful bidder/agency fails to execute the agreement with CIPET:CSTS-Chandrapur within the specified date mentioned in the letter of intent/work order, the security deposit furnished by such bidder/agency shall stand forfeited without giving any further notice.

X. REJECTION OF THE BID

1. The bidder is expected to examine all instructions, formats, terms and conditions, and scope of work in the bid documents. Failure to furnish complete information or false information/documents shall result in rejection of bid.
2. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of Director & Head, CIPET: CSTS-Chandrapur 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. If the bids are not submitted as per two bid system, they will summarily be rejected.
5. Bids without EMD will summarily be rejected.
6. Conditional bids shall not be considered and will be out-rightly rejected at the first instance.

XI. SERVICE DELIVERY

Service Commencement shall be within 15 days from the date of letter of intent/work order issued. If any of the conditions, as per the tender/contract, are not met, the successful bidder / agency /contractor will be blacklisted and will not be considered for future proposals.

XII. LIQUIDATED DAMAGES

- (1) The successful agency/bidder shall replace immediately any of their personnel who are found unacceptable to CIPET:CSTS-Chandrapur due to

security risks, incompetence, conflict of interest, improper conduct etc. upon receiving notice from the CIPET:CSTS-Chandrapur. The delay in providing a substitute beyond five working days would attract a penalty @Rs.3000/- per day on the service providing agency. In case of delay of more than 15 days, CIPET:CSTS-Chandrapur may, at its discretion, terminate the contract.

- (2) The successful agency/bidder shall immediately provide substitute(s) in the event of any person(s) leaving the job due to his/her personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @Rs.1000/- per day on the service providing agency. In case of delay of more than 15 days, CIPET:CSTS-Chandrapur may, at its discretion, terminate the contract.

XIII. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, CIPET:CSTS-Chandrapur may, at its discretion, ask the bidder for any clarification(s) of their bid. The request for clarification and the response shall be through GeM and no change in the price or substance of the bid shall be sought, offered or permitted. However, no post bid clarification at the initiative of the bidder shall be entertained.

XIV. CANCELLATION BY DEFAULT

CIPET:CSTS-Chandrapur may, without prejudice to any other remedy for breach of the work order, cancel the work order in whole or part after serving a notice in writing.

- (i) If the bidder/agency fails to provide services within the time period specified in the work order.
- (ii) If the bidders/agency fails to perform any other obligations as mentioned in the work order /contract.

XV. BLACKLISTING

A Company / firm which has been blacklisted /debarred by; or is engaged in any continuing litigation on account of similar services with; any of the Government Departments - as mentioned at sub-clause no. 6 of clause II of "Instruction to Bidders and General Terms & Conditions" of this document, is not eligible to participate in the bidding process. If at any stage of bidding process or during the currency of the work order, such information comes to the knowledge of CIPET:CSTS-Chandrapur shall have the right to reject the bid or cancel the work order, as the case may be, without any compensation to the bidder. Bidders/agencies have to submit an undertaking to this effect that they have not been blacklisted /debarred by any of the above mentioned Government Departments.

XVI. JURISDICTION FOR DISPUTE REDRESSAL

All disputes or differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of the work order or the breach thereof shall be subject to courts at Chandrapur, Maharashtra.

XVII. FORCE MAJEURE

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either partly of obligation under the agreement shall be

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

**Director & Head
CIPET:CSTS-Chandrapur**

TECHNICAL BID DOCUMENT

ANNEXURE- I

Sl. No	Particular	Details			
1	Name of Agency / Firm				
2	Profile of the Agency / Firm				
3	Name of Proprietor/Director of the agency				
4	Full address of registered office				
	(a) Telephone No.				
	(b) Mobile No.				
	(c) e-mail address				
5	Correspondence address of office				
6	Full address of branch				
7	Banker of Agency with its full address (Attach self- attested copy of Bank A/c for the last six months issued by the banker and telephone no. of banker).				
8	Registration No. of the Agency (as per (a) in Technical Evaluation Criteria)				
9	PAN/TIN No. of the agency (Attach attested copy of PAN/TIN card of the Agency)				
10	GST Registration No. (Attach attested copy of the Registration Certificate)				
11	EPF Registration No. (Attach self- attested copy of the Registration Certificate)				
12	ESI Registration No. (Attach self-attested copy of the Registration Certificate)				
13	Financial turnover of the agency for the past three financial years (copy of the IT returns filled in respect thereof and a copy of the turnover statement for the above three financial years separately, duly certified by the Chartered Accountant, to be attached				
Financial Year		Amount (Rs. in lakhs)			
		Remarks, if any			
14	Details of major contracts with Central Government / State Government/PSU/Reputed Private Firms handled by the tendering agency/bidder for providing manpower during the last three years (in the following format (attested copies of the last three years experience certificate/work award may be enclosed).				
Sl. No.	Details of clients along with address telephone and fax no. & email address	Amount of contract (monthly/Rs. In lakhs)	Duration of contract	Name of contract/ type of manpower provided	No. of persons deployed
1					
2					
3					
4					

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

DECLARATION

I _____ son/daughter/wife of Shri/Smt.
_____ Proprietor/Director/Authorized signatory of the agency mentioned above is competent to sign this declaration and execute this tender document. I have carefully read and understood all the terms and conditions laid down in the tender and undertake to abide by them.

The information/documents furnished along with the above bid/application are true and authenticate to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender/bid at any stage besides liabilities towards prosecution under appropriate law.

(Signature of the authorized

person) Name : _____

Date : _____

Place : _____

Office seal

ANNEXURE – II
FINANCIAL BID DOCUMENT

As per GeM Format

**MODEL AGREEMENT / CONTRACT TO BE EXECUTED WITH SERVICE
PROVIDING AGENCY (To be executed on Non- Judicial Stamp Paper of Rs. 100/-)**

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

BETWEEN

(Name of CIPET Centre in full and complete postal address); hereinafter referred to as the CIPET Centre with location) of the ONE PART.

AND

M/s -----registered under _____ having its registered Office at _____
(hereinafter referred to as the “**AGENCY**” or “**CONTRACTOR**” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the OTHER PART.

The CIPET Centre and the CONTRACTOR are individually referred to as a “Party” and collectively referred to as “Parties”.

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

WHEREAS (the Name & Address of CIPET Centre) has accepted the bid of the CONTRACTOR and has agreed to take the services of manpower to be provided by the CONTRACTOR;

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

Terms and Conditions:

1. Date of commencement of the contract would be (Date).....The Agreement will be valid for a period of one year. The rates quoted by the Agency shall be fixed for a period of one year and no request for any change / modification shall be entertained before the expiry of the agreement period. Any statutory increase in wages/ D.A, etc. is to be absorbed by the Agency.
2. The Service Providing Agency must ensure compliance of the provisions of Employees Provident Funds & Miscellaneous Provisions Act, 1952, Workmen Compensation Act, alongwith other labour laws as applicable.
3. All services shall be performed by persons qualified and skilled as per the eligibility criteria indicated for each category to execute the job responsibilities of the category of manpower hired for such services in Schedule – I Part – II.
4. The persons supplied by the Agency should not have any Police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons, who are being placed for work in CIPET Centers.

5. The character and antecedents of each personnel of the Service Providing Agency will be got verified by the Service Providing Agency through local police before their deployment.
6. Proof of identity like Aadhar details, driving license, recent photograph, bank account details, proof of residence, Medical fitness certificate and Police verification report shall be submitted by the service providing Agency to CIPET Centre.
7. The Service Providing Agency shall engage necessary number of persons as required by CIPET Centre from time to time.
8. The successful Bidder/Agency shall provide the required manpower services, as specified in the contract within one week after execution of the Contract.
9. The Centre Head shall verify the credentials of the manpower provided by the Agency and after such scrutiny, as may be required, may allow the manpower provided by the Agency to render their Service at the CIPET Centre.
10. The Centre Head may, at its discretion, reject any of the manpower provided by the Agency and may at any time, ask the Agency to replace the manpower.
11. The said person(s) engaged by the Service Providing Agency shall be the employee(s) of the Service Providing Agency and it shall be the duty of the Service Providing Agency to pay their wages every month. There is no Master and servant or Employer and Employees relationship between the manpower provided/deployed by the Service Providing Agency at CIPET Centre.
12. No person deployed by the service providing agency in connection with rendering services at any of the CIPET Centres shall claim any benefit/ Compensation/ absorption/ regularization of service from/ in CIPET Centre under the provision of Contract Labour (Regulation & Abolition) Act, 1970 or any other law.
13. The person deployed by the service providing agency in connection with rendering services at any of the CIPET Centres shall not divulge or disclose to any unauthorized person any details of office operations, processes, technical know-how, security arrangements, administrative/ organizational matters and any information related to Intellectual Property Rights, Patents and Copy rights of the CIPET.
14. The person deployed by the service providing agency in connection with rendering services at any of the CIPET Centres should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of CIPET.
15. The Service Providing Agency shall be responsible for any act of indiscipline on the part of persons deployed by him.
16. The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the CIPET Centre.
17. The CIPET Centre may require the Service Providing Agency to withdraw or remove any person or persons deployed by the Service Providing Agency at the CIPET Centre, who are not found suitable or are incompetent or for his misconduct and the Service Providing Agency shall forthwith comply with such requirements. The Service Providing Agency shall replace immediately any of its personnel if they are unacceptable to CIPET Centre because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving such notice from CIPET Centre.
18. The Service Providing Agency has to provide photo identity cards to the persons deployed by it at the CIPET Centre for carrying out the specified tasks. These cards

are to be constantly displayed
& their loss reported immediately.

19. The Service Providing Agency shall ensure proper conduct of its persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, guthkha, smoking, loitering without work etc.
20. The transportation, food, medical and other statutory requirements in respect of each personnel deployed by Service Providing Agency in the CIPET Centre shall be the responsibility of the Service Providing Agency.
21. Working hours would be normally from 9.00 A.M. to 5.30 P.M. during working days including ½ an hour lunch break in between. However, in exigencies of work, they may be required to work till late and the personnel may also be called on holidays, if so required.
22. The agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including State Minimum Wages Act, liability for any expenditure whatsoever on the persons deployed by the Agency on account of any obligation. The agency will be required to provide particulars of PF, Group Insurance and ESI etc. of the manpower deployed by it- at CIPET Centre.
23. The Service Providing Agency will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of CIPET Centre.
24. The Service Providing Agency shall be contactable at all times and message sent by phone / e- mail / Fax / Special Messenger from CIPET Centre to the Service Providing Agency shall be acknowledged immediately on receipt on the same day. The Service Providing Agency shall strictly observe the instruction issued by CIPET Centre in fulfillment of the contract from time to time.
25. CIPET Centre shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the manpower deployed by the Service Providing Agency at the CIPET Centre.
26. The Service Providing Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for all act of commission and omission of the manpower deployed by it at the CIPET Centre. If CIPET Centre suffers any loss or damage on account of negligence, default or theft on part of the manpower/ agents of the agency, then the agency shall be liable to reimburse the same to CIPET Centre. The agency shall keep CIPET Centre fully indemnified against any such loss or damage.
27. The persons engaged by the Agency shall be compulsorily required to enroll themselves in the Aadhar based Biometric Attendance system. Attendance registered by the staff in the Biometric Attendance system only shall be taken as proof of their attendance in the office and on the basis of which wages/ remuneration will be calculated.
28. The successful bidder shall furnish performance security deposit of such amount as may be specified in the Tender Document, in the form of Fixed Deposit Receipt from a Commercial bank/ Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of the CIPET Centre in all respects. The performance security deposit shall remain valid for a period of 60 days beyond the date of expiry of the contract of the Service Providing Agency. The security deposit will be forfeited in

case the supply of manpower is delayed beyond the period stipulated by CIPET Centre or on non-compliance of the terms & conditions of agreement by the Service Providing Agency or frequent absence from duty / misconduct on the part of manpower supplied by the agency.

29. The Service Providing Agency shall not assign, transfer, pledge or sub- contract the performance of service without the prior consent of CIPET Centre.
30. In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Head of concerned CIPET Centre whose decision shall be binding on both the parties.
31. **Forfeiture of EMD/ Security Deposit/ Performance Guarantee:**
 - (1) If the successful bidder/agency refuses/fails to accept Letter of Intent (LOI)/Work Order issued by (name & location of CIPET Centre) or the work assigned to the agency/bidder are not done as per the scope of work/schedule of requirement, EMD/Security Deposit will be forfeited and the bidder will not be entertained for any tenders that may be published in future by (name & location of CIPET Centre).
 - (2) If the bidder withdraws tender any time after expiry of time of submission of Bids.
 - (3) If the contract is terminated by (name & location of CIPET Centre) due to poor performance/violation(s) of any clause(s) of the agreement or for any bad act of selected bidder, security deposit/PG will be forfeited.
 - (4) In case of unreasonable price quoted by the bidder for disrupting the tender process, EMD of such bidder will be forfeited.
 - (5) In case the successful agency fails to enter into the agreement with (name & location of CIPET Centre) within the specified date mentioned in the letter of intent/work order, the EMD/security deposited by such agency shall stand forfeited without giving any further notice.

32. **PAYMENT OF BILLS TO AGENCY**

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

33. RENEWAL OF CONTRACT:

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

34. TERMINATION OF CONTRACT:

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

35. PENALTY AND LIQUIDATED DAMAGES:

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

36. CANCELLATION BY DEFAULT:

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

37. BLACKLISTING:

- (1) An establishment - whether a company or a firm, blacklisted/debarred by Ministry/Departments of Govt. of India/Central PSUs/ Nationalised Bank/State Govt. Department/ Autonomous /Statutory Bodies/Corporations or if there is any litigation continuing with any of the above describe Government Departments on account of similar services, is not eligible to participate in the bidding process.
- (2) If at any stage of bidding process or during the currency of the work order, such information comes to the knowledge of CIPET, the CIPET Centre shall have the right to reject the bid or cancel the Work Order, as the case may be without any compensation to the Agency/Bidder.
- (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/ Nationalised Bank/State Govt. Department/ Autonomous /Statutory Bodies/Corporations and, that there is no litigation continuing with any of the above describe Government Departments on account of similar services.
- (4) If any Bidder/Agency fails to carry out the work order or if any Bidder/Agency has committed any breach of any of the terms of the contract, such Bidder/Agency without any prejudice to any other action that may be taken against such Bidder/Agency may be blacklisted by the CIPET Centre.

38. JURISDICTION FOR DISPUTES REDRESSAL:

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

In WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS THE _____DAY OF _____.

Signed for and on behalf of
CONTRACTOR
Signature of the bidder with seal

Signed for and on behalf of
CIPET Centre Head
Name _____
Designation _____

(Office seal)

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

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