## भारत सरकार/GOVERNMENT OF INDIA अंतरिक्ष विभाग/DEPARTMENT OF SPACE विक्रम साराभाई अंतरिक्ष केंद्र/VIKRAM SARABHAI SPACE CENTRE तिरुवनंतपुरम/THIRUVANANTHAPURAM – 695 022

## <u>विज्ञा. सं. वीएसएससी/पी/विज्ञा./398/2025</u> दि. 03.07.2025 ADVT. NO. VSSC/P/ADVT/398/2025 DT. 03.07.2025

भारत के राष्ट्रपति के लिए तथा उनकी ओर से वरिष्ठ प्रधान, क्रय एवं भंडार, विक्रम साराभाई अंतरिक्ष केंद्र (वीएसएससी), तिरुवनंतपुरम, निम्नलिखित के लिए मोहरबंद निविदाएं आमंत्रित करता है।

For & on behalf of the President of India, the Sr. Head Purchase & Stores, Vikram Sarabhai Space Centre (VSSC), Thiruvananthapuram invites Sealed Tender for the following:-

क्रम सं. SI.No.	•	वर्णन / Description	मात्रा <b>Qty.</b>	निविदा शुल्क Tender Fee	
01.	B220 2024 5603 [पीटी - एकल भाग / PT - SINGLE PART]	ऑटोमोबाइल चालकों और फॉर्कलिफ्ट प्रचालकों को भाड़े पर लेने के लिए दर संविदा/ Rate Contract for Hiring Automobile Drivers and Forklift Operators	1.5 years	रु. <b>560/-</b>	
	नोट:- विनिर्देशन तथा विस्तृत निबंधन एवं शर्तें निविदा दस्तावेज़ के अनुसार Note :- Specification and detailed terms & conditions as per Tender document				

निविदा प्राप् करने की अंतिम तिथि / Due Date for Receipt of Tender	24.07.2025 up to 16:00 Hrs.
निविदा खोलने की तिथि / Tender Opening Date	25.07.2025 up to 10.00 Hrs.

# विशेष टिप्पणी/Special Note:-

विदेशी विक्रेताओं को निविदा प्रस्तुत करने की अनुमति नहीं है। मेक इन इंडिया नीति के अनुसार केवल श्रेणी–। और श्रेणी–।। के स्थानीय आपूर्तिकार इस बोली में भाग लेने हेतु पात्र हैं। विदेशी ओईएम से सीधे प्राप्त उद्धरणों/या विदेशी ओईएमओं की ओर से उद्धरण प्रस्तुत कर रहे एजेंटों को इस निविदा में भाग लेने की अनुमति नहीं है।

Foreign vendors are not permitted to quote. Only Class-I and Class-II Local suppliers as per Make in India Policy are eligible to participate in the bid. Quotations directly from foreign OEM/ or from agents quoting on behalf of foreign OEMs are not allowed to participate in this tender.

<u>A Pre-bid meeting is scheduled on Tuesday, the 15<sup>th</sup> July, 2025 [10:30 Hrs.]</u> at PRO Conference Hall, VSSC, Trivandrum. No change in date / time will be entertained. For any queries / assistance, please Contact : 0471 2563139 / 3523. E-mail : spso\_psd@vssc.gov.in / pso2\_main\_pur@vssc.gov.in.

शुद्धिपत्र, यदि कोई हो तो, हमारे वेबसाइट <u>www.vssc.gov.in</u> / <u>www.isro.gov.in</u> में मात्र प्रकाशित किया जाएगा।

Corrigendum, if any will be published in our websites: <u>www.vssc.gov.in</u>/ <u>www.isro.gov.in</u> only.

	भारत सरकार अंतरिक्ष विभाग (अं.वि.)	GOVERNMENT OF IND	
	विक्रम साराभाई अंतरिक्ष केंद्र 🦯	DEPARTMENT OF SPA VIKRAM SARABHAI SP	. ,
	तिरुवनंतपुरम 695022 द्रम्मो दिल्ल	THIRUVANANTHAPUR	
	क्रय यूानट-।, आरएफएफ क्षत्र		
	ोन नं Ph No. 0471-2563139,3676,3522,3523 / F निविदा आमंत्रण		୦୦୦ / इमल e-mail: spso_psd@vssc.gov.ii
	INVITATION TO 1		
मैसर्स <b>M/s</b>	00000	हमारी संदर्भ सं <b>Our Ref. No.</b>	B220 2024-005603-01
		निविदा अंतिम तिथि <b>Tender Due at</b>	
महोदय			
Dear Sirs,	× 0 ~ ~ ~ ~ · · ·		·
	दों की आपूर्ति के लिए अनुलग्नक (फार्म सं.) संत कर्जनात्म समिद के लिए अनुलग्नक (फार्म सं.)		
	वर्णनात्मक सूचीपत्र/पैम्फलेट/साहित्य सहित हम 11 मुहरबंद निविदा प्रस्तुत करें।	ारा सदम स. एव आतम ति	थ (माट अक्षरा म)
v v	।। मुहरेषद ।नावदा प्रस्तुत करे। sealed quotation , in the Tender Form en	closed here along with t	he descriptive catalogues
/pamphlets /literature	e superscribed with Our Ref.No. and Due nentioned in Annexure(Form No. AS P	Date for the supply of the	he following items as per the
क्र.सं. विनिर्देशों स Sl. No. Descriptio	ाहित मद का विवरण on of items with Specifications	इकाई <b>Unit</b>	मात्रा <b>Quantity</b>
	ONTRACT FOR HIRING AUTOMOBILE D T OPERATORS (160Nos APPROX.)	RIVERS AND year	1.500
सुपुर्दगी स्थल Delivery At	TOMD VSSC		
प्रेषण की विधि Mode of Despatch	ON SITE		
शुल्क छूट Duty Exemptions	NA		
विशेष अनुदेश Special Instructions	NIL		
विशेष निबंधन Specific Terms	AS PER ANNEXURE 1		
निविदाकारों को अनुदेश Instructions to Tende	prers		
(1) All Terms and C Annexure I duly fille	onditions as per Annexure - 1. Annexure and sealed while submitting the	A to Annexure D shall be quotation.	e submitted along with
(2) A mandatory pre as per Clause 29.1	e-bid meeting is planned on 15th July, 202 of Annexure 1.	5, 10.30 Hrs at PRO Co	onference Hall, VSSC. Details
(3) For any clarifica 2563523 clearly me	tions regarding this tender, your query sho entioning the tender number.	ould be sent to pso2_ma	nin_pur@vssc.gov.in. Ph: 0471
. ,	ifications on tenders will not be entertained ting: This is a domestic tender and the cu		be in Indian Rupee (INR) only.
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		Υ.	Purchaser

#### **TERMS & CONDITION OFRATE CONTRACT FOR ENGAGING OF DRIVERS & FORKLIFT OPERATORS**

#### 1.0 <u>Definitions:</u>

- a) The term "Service Receiver" means Vikram Sarabhai Space Centre-VSSC, a Centre under the Indian Space Research Organization (ISRO) of the Department of Space (DOS) hereinafter called "Service Receiver" includes its Units/Entities/Groups/ Divisions and facilities all over Kerala State under the administrative control of VSSC and its offices located at ISRO P.O., Thumba, Thiruvananthapuram – 695 022, Mechanisms & Vehicle Integration Testing (MVIT), Valiamala -695 583, Composites Entity (CMSE), Vattiyoorkavu - 695 013.
- b) The term "Service Provider" shall mean any registered Establishment which will be performing the Rate Contract activities.
- c) The term "Employees/ work- force" shall mean all the employees, coordinators and staff of the Service Provider deployed by the Service Provider to carry out the tasks as defined in the Rate Contract Order.
- d) The term "Focal Point" shall mean the designated officials of Service Receiver, who will be from the technical stream of the Units/Entities/Groups/Divisions, who will be coordinating with the Coordinator of the Service Provider.
- e) The term "**Coordinator**" shall mean an identified person of the "Service Provider", who will coordinate the work carried out by the qualified work-force of "Service Provider".
- f) The term "**Paying Authority**" shall mean the respective Sr. Accounts Officer/ Accounts Officer of the Division/Group/Entity of Service Receiver.
- g) The term "**Outstation trip**" means one side journey distance beyond 65 kilometers along with an absence period of more than 12 hours from the headquarters.
- h) The term **"Local duty**" means all duties which are not coming under the definition of outstation trips.

#### 2.0 <u>Period of Rate Contract Order</u>:

The proposed Rate Contract Order will be valid for a period of 18 months or any such period as defined in the scope of Rate Contract Order and with an option to extend the same for a further period of 12 Months, with same rate, terms and conditions on mutual consent.

## 3.0 Scope of Contract:

- a) The Rate Contract is to engage forklift operators and heavy vehicle Drivers for transportation of material/men locally and to the pre-identified destinations across the country using only Departmental Vehicles & vice versa. The various categories of vehicles used are given in the **Annexure-2**.
- b) This is a "contract for services", where the Drivers/Forklift Operators are employees of the Service Provider, without any employer employee relationship between Service Receiver and the Drivers and other staffs engaged by the Service Provider.
- c) Approximate number of drivers required is 160 (Maximum) including 11 work forces for forklift operation. The drivers engaged shall have successfully completed 8<sup>th</sup> Standard and minimum 5 years expertise in driving in which at least 2 years expertise in driving heavy vehicles as on the date of engagement of duty (Out of 160 work force, 11 work force (approx.) shall have expertise in forklift operation).There is no lower limit for number of drivers to be engaged through the Rate Contract. The exact number of drivers to be engaged will be specified on a monthly basis considering the internal requirement of the Service Receiver.
- d) If the service provider is awarded with a contract to supply 30nos or more work forces at a time, the service provider shall deploy a coordinator at VSSC, Thumba to coordinate with the workforce and execute the works in a flawless manner (Details are mentioned in para 8a & 8b)

#### 4.0 <u>Eligibility Criteria for Service Providers</u>

- a) The Service Provider must have executed at least ONE purchase order or contract or work orderfrom a Central/state government/ PSU organizations in the last 5 years. A copy of such Work Order(s)/ Contract(s) shall be submitted invariably. <u>In case of non-submission of the</u> <u>same, such offer will not be considered</u>. <u>Proof in this regard shall invariably be submitted on</u> <u>demand</u>.
- b) Only Indian nationals are eligible to bid.
- c) Only registered firm with a valid registration certificate issued byGovernment Agency (GST Registration). The service provider shall provide all the details in <u>Annexure –A</u>
- d) Those bidders who have been blacklisted/ excluded from participating in the tenders for providing manpower/drivers on earlier occasions, for the reason of submission of forged documents / non-performance of the contract etc. are ineligible to participate in the tender process. The Service Provider shall provide an undertaking to this effect in<u>Annexure-B</u>

e) The bidder shall have an office at Thiruvananthapuram or they shall establish an office in Thiruvananthapuram with in 30days from the date of award of contract for the effective management of the contract. A copy of address proof (mainly for future communications) shall be submitted invariably (Compliance Statement – Annexure-D – Column 15).

#### 5. Qualifications and experience of Drivers:

- a) The Drivers should possess valid Heavy Vehicle Driving License mandatorily. They must have passed 8<sup>th</sup> standard and <u>have minimum of 5 years' expertise in driving in which at</u> <u>least 2 years' expertise shall be in driving heavy vehicles, as on the date of</u> <u>engagementfor duty/ date of suitability lest.</u>
  - i) The drivers being engaged for operation of Forklift should also possess required valid license for operating the same in addition to the above and shall have sufficient expertise in operating forklifts.
  - ii) The Drivers being engaged for operation of 'Explosive Vehicle' shall possess required valid license for driving the same.
  - iii) The Drivers being engaged for operation of 'Tractor Trailers' shall have sufficient expertise in driving the same.
- b) Indian nationals above the age of 23 years and up to 60 years, medically fit and well behaved only shall be engaged for duty. Persons suffering from chronic illness, high blood pressure, vision defect, etc., shall not be engaged for duty. The Drivers being engaged by the Service Provider shall be subjected to basic medical examination by the VSSC Medical Unit at the time of engaging the drivers and whenever required by the Service Receiver thereafter.
- c) The Service Provider shall deploy those Driver(s) who is/are not having any criminal background. When a criminal case is pending, the work force will not be engaged on contract basis under any circumstances for whatsoever reason. If a criminal case is reported in the meantime during the period of engagement, the work force concerned will not be allowed to continue. The character and antecedents of the work force shall be got verified through record check by service provider at their own cost and submit the original Police clearance certificate (PCC) issued by the police authority. The PCC Shall be submitted by the service provider in respect of each of the driver/ work force at the time of engagement and every year. It is the responsibility of the service provider. Service provider shall also submit a declaration regarding the MACT cases in respect of each work force at the time of engagement.
- d) The drivers proposed to be deployed by the Service Provider will be assessed by the Service Receiver for verifying their suitability with respect to driving skill, age, general health, validity of driving license, experience etc., before engaging them on duty.

- e) The drivers who were previously expelled from VSSC or other ISRO Centre's for misbehavior are not to be engaged by the Service Provider.
- f) The Service Receiver reserves the right to reject any of the work-force engaged by the Service Provider, if the presence or activity of such workforce is detrimental to the interest or discipline or security of the Service Receiver establishment.

## 6.0 <u>Nature of Duty</u>

- a) Local duty including forklift operation:- Chauffeuring of given vehicle in a safe manner, checking of brake, engine oil level, coolant level, power steering fluid level, DEF(Adblue) level, tyre pressure, battery, water separator draining, proper functioning of all lights, horn, buzzer& gauges (Engine RPM, Fuel level, DEF Level, Temperature, Air pressure, etc.,), instrument panel for any warning lamps, fan belt tightness, other regular checkup of vehicle as applicable to vehicle given and reporting to concerned persons if any abnormality is found, cleaning and maintaining the vehicle in neat and safe condition, in time fuel filling and ensure sufficient fuel in vehicle for allotted duties, maintain log book of respective vehicles and making proper entry in logbook after each trip, checking and ensuring the availability of valid documents in the allotted vehicles, ensuring proper tying/ anchoring of consignment before the commencement of each trip, carrying out minor breakdown rework like changing of wheels, etc., as per the instruction of focal point while on duty outside the premises of service receiver.
- b) The driver shall update their duty docket everyday without fail. Duty docket is an essential document to verify their duty performed and vehicle driven. <u>Attendance marking/</u><u>Punching of RF id cards at the time of starting of duty and ending of duty is mandatory.</u>
- c) Payment will be made based on number of units <u>(One unit = one hour)</u> of work performed in a day or continuous duty performed from the commencement of work if case of night duties. Unit rate is fixed for all type of work; however, additional incentives will be paid extra for schedule II duty, schedule III duty, forklift operation, Trailer duty, holidays, etc.
- d) Initial 8 hour of above mentioned work in a day will be considered as schedule-land after 8 units up to 12 units and after 12 units up to 16 units as schedule-II & schedule-III respectively.
- e) Service charges are applicable for all nature of duties (Schedule I, II, III) at a flat rate as decided by the service provider. Unit rate (A) is inclusive of Service charges, ESI, EPF other sundry expenses etc.
- f) The Service Provider shall quote rate per hour (A) only. Unit Rate A is inclusive of all direct and indirect costs incurred for the service provider. Applicable GST only will be paid extra in addition to unit rate & concerned incentives.

g) Additional incentives, as per table 1 will be paid extra as per the multiplication factors mentioned below (Additional incentives SI no 02 to 05 will be provided extra from the basic unit rate A )

Sl. No.	Description of Work	Multiplication factor		
01	Rate per hour	<b>A</b> (To be quoted by the Service Provider)		
02	Additional incentive per unit for schedule -II	<b>0.05 × A</b> (0.05 multiplied byA)		
03	Additional incentive per unit for schedule -III	0.2 × A		
04	Additional incentive per unit for forklift operation/Tractor Trailer duty	0.5 × A		
05	Additional incentive per unit for holiday duty	0.2 × A		
06	Incentive per unit for outstation without night stay/stay provided by Service Receiver. (No other additional incentives mentioned above are applicable except incentive of '0.5A' forTractor Trailer duty, if applicable)	0.5 × A		
07	Incentive per unit for outstation duty with night stayother than free accommodation by Service Receiver ( <b>No other additional</b> <b>incentives mentioned above are</b> <b>applicable</b> except incentive of '0.5A' for Tractor Trailer duty)	1.25 x A		

#### Table 1: unit rate and applicable incentives

#### <u>Note</u>

- SI No 1 shows the basic cost/ basic payment to the work executed (Maximum 16 units in day per driver ie, 16 x A )
- SI 02 to SI No 7 shows the incentives over the basic payment for the performance of various duties
- h) **Outstation duty:** The duties are as mentioned above in Local duty in 6.a). However, the duties arealso to be carried out while performing outstation trip.

The incentive for out station duty with night stay other than accommodation provided by Service Receiver (if the driver arranges accommodation at his own expense)will be 1.25 times that of unit rate for schedule–I. The incentive for out station duty without night stay and/or stay provided by Service Receiverwill be 0.5 times that of unit rate for schedule-I. **No other additional incentives mentioned in the above table are applicable and no** 

# charges will be paid extrafor food, accommodation, battaetc.However, an additional incentive of '0.5A' will be paid extra for tractor trailer duty.

The Drivers being deployed for outstation trips shall meet the Focal Point of the Service Receiver at least on the previous day of commencement of the outstation trip with all particulars like valid driving license including special licenses, wherever required, proof of age, Aadhaar Card, etc. The Drivers will be subjected to basic medical examination at VSSC Medical Unit, whenever required.

While carrying out the outstation trips, the drivers engaged by the Service Provider shall make their own arrangements for stay.

- Single driver will be engaged for destination within 300 kilometers and two drivers for distance more than 300 kilometers from the originating place. Two drivers will be deployed for Trailer operation depending upon the nature of duty.Maximum duty will be limited to 16 units per day/per driver. Pocket expenses as per clause No. 7(C) shall be reimbursed subject to conditions.
- j) The Drivers shall satisfactorily drive the given vehicle in a safe manner observing all traffic, safety and security rules/regulations. If Service Receiver is not satisfied with the performance of any Driver on grounds, such as, rash and negligent driving; non-adherence to the traffic/safety rules and regulations; behavioral aspects, etc., the Service Provider shall be bound to replace them, on demand from the Service Receiver subject to the terms and conditions for the selection and acceptance of drivers by the Service Receiver
- k) The drivers shall be required to perform round the clock duty as and when required by the Service Receiver.
- The Service Provider shall not change the Driver en-route during the trip, except with the express approval of the Head, TOMD/VSSC. In case of exigencies, if a Driver needs to be replaced, the additional expenditure towards such replacements will not be borne by the Service Receiver.
- m) During the trip, the Departmental vehicle shall be parked only at safe and convenient place observing all safety and security precautions and also observing traffic rules.

#### 7.0 <u>Roles and responsibilities of Service Receiver</u>

- a) Vehicles of appropriate class in road worthy condition, depending upon the specification of the material to be transported/number of personnel travelling, will be provided by the Service Receiver. The Gross Vehicle Weight (GVW) of the vehicle would vary depending upon the specification and quantity of materials to be transported.
- b) The vehicle will be provided with full tank fuel at the commencement of the outstation trip. Service receiver shall communicate the minimum net fuel consumptionbasedmileage in

KilometerPer Litre (KMPL) to be given based on the type of vehicle deputed for the trip to the service provider.The fuel (petrol or diesel) required to operate the vehicle *enroutes* hall be filled in through a cashless transaction using the 'Petro Card' being issued by the Service Receiver at the time of commencement of the trip. Additionally, required quantity of fuel may also be filled up from other ISRO Centre's /Units, after obtaining prior concurrence/approval from the focal point/Head, TOMD/VSSC. The Service Receiver shall arrange to inform other ISRO Centre's/Units in this regard, if such requirement arises.After the completion of the trip, the netfuel consumption based mileage (in KMPL) will be verified by the service receiver and shall deduct the expenditure towards the excess fuel consumed if any from the service provider's bill.

c) <u>Pocket Expenses for outstation: -</u>Pocket Expenses are expenses meant for toll charges, parking charges, repair charges such as tyre repair/puncture, tube vulcanization, head light/wiper repairing, electrical repairs, air-locks etc.,ifany. Repair work shall be carried out only after the prior approval of focal point. Such expenses shall be reimbursed to the Service Provider at actuals against original documentary evidence at the time of final settlement after each outstation trip.

#### 8.0 Roles and responsibilities of Service Provider:-

- i. The Service Provider has to ensure minimum wages to their deployed Drivers as per the Minimum Wages Act while quoting the rates.
- ii. For local duty, the Service Receiver will intimate the number of drivers (to a maximum 160 drivers including 11 forklift operators) to be engaged on a daily basis by the Service Provider. The exact number of drivers to be engaged will be specified on a monthly basis considering the internal requirement of the Service Receiver. Service Provider shall not change the engaged drivers except in unavoidable circumstances, without the consent of the Service Receiver. If any of the drivers is found unacceptable for any reasons, the Service Provider shall provide suitable replacement at the earliest, subject to the terms and conditions for the selection and acceptance of drivers by the Service Receiver. It is the sole responsibility of service provider that, to provide a suitable replacement driver incase the supplied driver is on leave/ absentfrom duty( Non reporting / delay to report to assigned duty for more than 3 hours). A penalty of Rs.500 will be levied by the service receiver. In this view, the service provider shall keep appropriate number of drivers as stand by/ reserve for daily allocation/ replacement.
- iii. For outstation trips, the Service Receiver shall provide the details like date and time of outward journey, class/type of vehicle, place(s) to be visited, number of Drivers required (including specialized Drivers, if any, for driving articulated vehicles) etc., in advance to the Service Provider for arranging and engaging Drivers. However, in exigencies, the Service Provider shall also provide required number of Drivers at short notices. The minimum fuel consumption based mileage (in KMPL) mentioned by the service receiver shall be maintained during the trip. After the completion of the trip, the net mileage (in KMPL) will

be verified by the service receiver and any expenditure towards the excess fuel consumed will be deducted by the service receiver from the service provider's bill.

- iv. The staffs so engaged by the Service Provider shall not be under the influence of any alcohol/intoxicated drinks/drugs or any other narcotic items while on duty. The driver will be barred from driving the vehicle if found to be under the influence of alcohol/intoxicating drinks/drugs or any other narcotic items. The Service Provider shall immediately arrange a substitute driver at the earliest at their own cost.Appropriate disciplinary action deemed fit will be initiated against the driver and the service provider.
- v. The Service Provider has to submit the bills covering all the relevant details including the expenditure incurred towards toll charges, petty repairs, parking charges, etc., if any to the focal point within 3 working days after completion of each outstation trip.
- vi. The Service Provider shall be held responsible for the following:
  - a. Claiming of higher time and kilometer than the actual duty performed.
  - b. Misbehavior of driver(s) with officials of VSSC.
  - c. Indulging in manipulation of odometer reading and time.
  - d. Tampering of odometer.
- vii. At least two authorized official(s) of the Service Provider shall be identified and their communication address with mobile numbers shall be intimated to the Service Receiver on awarding the contract for the smooth co-ordination. No drivers engaged to the Service Receiver shall be deployed for the above mentioned duties.
- viii. Service Charges/ ESI/ EPF/ Office expenses/ Insurance premium/ Other sundry expenses:-Since the contract is operating in Rate Contract mode NO service charges, office expenses, ESI, EPF, Insurance premium, Other sundry expenses will be paid extra by the service receiver/ paying authority. <u>All these direct and indirect expenses shall be amortized in the</u> <u>unit rate (A) while submitting the bid.</u> Service provider shall levy the service charge, office expenses etc. from the submitted bill at his convenience within the limit of law abides.
- ix. The service provider should provide necessary support to the service receiver for the early release of the department vehicle incase of cease of department vehicle by Police/ Motor Vehicle department/ Railway authority etc. for any traffic violation/offenses/ accidents occurred

## 8a. Duty nature & Eligibility of Coordinator

A coordinator is essential to manage large number of contract workforce deployed for various duties. Applicable service provider shall deploy a coordinator to coordinate with service receiver's focal point and execute the works in a flawless manner. All contractors awarded with a minimum of 30 workforce contract shall deploy a coordinator at service provider's expense. The expenses for deploying the Coordinator shall be born by the service provider from his service charge.

The coordinator must have passed 10<sup>th</sup> standard examination and he should read/ write /speak Malayalam & English fluently. His age shall be between 18yrs to 60yrs old.

## 8b. Roles, responsibilities and duties of Coordinator are given as follows.

- i. Ensure exact number of workforces is deployed against the contract at the respective reporting locations. This has to be done every day.
- ii. Replacement of a workforce from the reserve list to execute the assigned work/ replace an absent work force.
- iii. Marking of attendance everyday and its submission to service receiver.
- iv. Coordinate with Focal point of Service receiver for proper assignment of duties.
- v. Coordination with work forces at Pattom garage/ TERLS garage etc.
- vi. Timely Submission of Bills to Service Receiver for processing.

## 9.0 Roles and responsibilities of Drivers: -

- a) The deployed Drivers shall necessarily maintain log book& Duty docket provided by TOMD, VSSC. All the columns shall be filled by the Drivers on daily basis and upon completion of each trip; the log book shall be handed over to the Focal Point of the Service Receiver. It is the prime responsibility of the driver that the logbook is maintained in the assigned vehicle as specified.
- b) The deployed driver shall wear neat and clean uniform as prescribed by Regional Transport Authority.
- c) The deployed driver is responsible for daily cleaning/up keeping of the vehicles during each trip.
- d) The driver shall **<u>STRICTLY</u>**abide by all Security instructions of the Department.
- e) Driver has to strictly wear the seat belts and he has to ensure that co passengers are also wearing the seat belts properly.
- f) The deployed Drivers shall necessarily carry base model mobile phone with roaming facility for outstation trips.
- g) The drivers shall not be under the influence of any alcohol/ intoxicated drinks/drugs or any other narcotic items while on duty.
- h) The drivers shall mandatorily follow the travel guidelines and road traffic rules/regulations of State Government concerned through/to which the trip has to be made.

- The drivers engaged should make necessary biometric entries/ punching at the security gate of VSSC/other ISRO Centre's movements in the morning and in the evening after duty. This is mandatory and will be checking at the time of verification of their monthly bills.
- j) The drivers should possess a pleasant behavior with VSSC staffs, operations team and with public people while interacting for official purposes.

#### 10.0 List of Reimbursable and Non-reimbursable Expenses

- a) During outstation trips, any petty repairs like, tyre puncture, tube vulcanization, head light and wiper non-functioning, electrical repairs, airlock etc., may be carried out in nearby workshops and the expenditure incurred will be reimbursed at actuals on production of bills subject to the intimation and approval from the Focal Point for each item. As per the department guidelines, computer printed bills ( to the extent possible) may be obtained and submitted for its settlement.
- b) All major repairs should be undertaken at ISRO Centre's. In case of any unforeseen major repair outside ISRO Centre's, it shall be done only with the permission of the focal point. The expenditure incurred will be reimbursed at actuals on production of bills subject to the intimation and approval from the VSSC Focal Point for maintenance.
- c) In case maintenance of vehicle is carried out at other ISRO Centre(s)/Units, no expenses will be reimbursed.
- d) Service receiver has fitted all vehicles with FASTag for payment of toll charges. However, Toll Charges (due to insufficient balance/non-working of FASTag) &Parking Charges, if any, paid enrouteby the service provider will be reimbursed at actuals upon production of bills.
- e) VSSC being a Government of India Organization, Departmental vehicles are exempted from permit charges. However, inter-state tax/permit charges/entry tax paid by the service provider if any, the same will be reimbursed at actuals on production of proof.
- f) For any traffic violation, if penalty is levied by Traffic Police/ Motor Vehicle Department on the Driver, the Service Provider shall pay the fine and the Service receiverwill not reimburse the amount levied as fine. The receipt of payment of such penalty shall be submitted to service receiver for record purposes.
- g) Upon return, if any pre-listed items are found missing from the vehicle, the cost of the item shall be recovered from the Service Provider.
- h) Charges towards Comprehensive All Risk Insurance Policy for each work-force of the Service Provider for a minimum value of Rs. 10 Lakhs (Group Insurance) Cover will be reimbursed by the Service Receiver at actuals against the quote to be obtained by the Service Provider

from any of the Government Nationalized General Insurance Companies. The name and other details of the drivers shall also be listed in the said policy.

## 11.0 Accidents, contingencies and medical expenses

- a) As the vehicles of Service Receiver are <u>not insured based on an exemption</u>, the Drivers shall put utmost alert while driving the vehicles. The drivers shall satisfactorily drive the vehicle in a safe manner observing all traffic and safety rules and regulations. If the Service Receiver is not satisfied with the performance of the driver on grounds, such as, rash and negligent driving; not adhering to the traffic and safety rules and regulations; behavioral aspects, etc., the Service Provider will be bound to replace them on demand.
- b) In case any accident takes place while vehicle is on the road, the details of accident to be intimated to focal point, immediately over phone and by writing after completion of the trip by the driver concerned. The driver shall immediately intimate Highway police or nearest police station for on-the-spot verification/ enquiry. The details of the opposite party's vehicle, driver's details, address and contact number shall be obtained. General diary (GD) entry is to be made and submitted to TOMD. The Department Accident Inquiry Committee along with the representatives of the Service Provider shall inquire into the incident and if it is found that the Driver is at fault, the amount towards the damage of the Departmental vehicle as recommended by the Committee will be levied and recovered from the Service Provider's bills. If it is found that there is no fault of Driver, the Department shall bear the expenses. The compensation if any, ordered by Motor Claims Tribunal /Court on vicarious liability are to be borne by the respective respondents as per the Tribunal/ Court decree. The Service Provider shall bear the compensation amount liable to be paid by the driver concerned. The service provider should provide necessary support to the service receiver for the early release of the department vehicle incase of cease of department vehicle by Police/ Motor Vehicle department/ Railway authority etc. for any traffic violation/offenses/ accidents occurred. It is the responsibility of the service provider to ensure that the vehicle is releases at the earliest (not later than 3days after admission) so that vehicles would be available for department at the earliest.
- c) The Service Provider shall necessarily take death-cum-accident insurance policy (All Risk Insurance Policy) for insurance coverage of Rs.10.00 Lakh for each Driver from the pool of Drivers planned for deployment by the Service Provider, which will cover road accidents and all associated risks.
- d) The Service Provider shall bear all the medical/legal expenses relating to injury/death caused to the Driver while on duty. The proportionate expenditure towards insurance policy premium shall be included while submitting the quote.

## 12.0 <u>Legal :</u>

12.1 The Service Provider shall abide by the law of the land including, Contract Labour (Regulation & Abolition) Act, and all labour related laws/Acts or any new regulations/legislations enacted in this regard and its compliance as applicable during the tenure of the Rate Contract Order. Service Receiver shall in no way be responsible for any default of the Service Provider regarding

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statutory obligation. The Service Provider has to ensure compliance of the above provisions at the time of submission of bill to the Service Receiver and while making payments to their work-force at all times during the currency of the Rate Contract. The Service Provider shall provide an undertaking to this effect as at <u>Annexure-B</u>.

- 12.3 The Service Provider shall discharge all the legal obligations in respect of the work-force engaged by them for the execution of the work in respect of their remuneration and Service conditions and shall also comply with all the rules and regulations and provisions of the law in force that may be applicable to them from time to time. The Service Provider shall indemnify and keep indemnify the Service Receiver from any claim, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Service Receiver shall be final and binding on the Service Provider.
- 12.4 The timely payment of remuneration to the work-force, remittance of EPF and ESI shall be the sole responsibility of the Service Provider. For any default with regard to statutory obligation, the Service Provider is solely responsible.
- 12.5 The Service Provider shall also be liable for the remittance of all Taxes, Levies, Cess etc., on account of service rendered by them to the concerned authorities from time to time as per extant rules and regulations in the matter.
- 12.6 The Service Provider shall completely be responsible to maintain the Attendance, acquittance of remuneration paid, EPF, ESI and Comprehensive Mediclaim Policy as applicable. Governmental authorities shall have the right to inspect these records at any time and take necessary penal action for non-compliance of these provisions, if any.
- 12.7The Service Provider is fully responsible for timely claiming and disbursing monthly payment of remuneration to their work-force engaged in the campus of the Service Receiver, within the time limit prescribed in the relevant Act/Rules. The payment from payment authority is inclusive of work forces wages, all other direct and indirect expenses, income tax, GST etc. as applicable
- 12.8 Payment disbursement shall be made to the Service Provider by the Service Receiver on monthly basis for the actual units of work completed on piece rate and part thereof and on receipt of the invoice/bill which is duly certified by the Focal Points and approved by Divisional Head/Group Head in the Campus of the Service Receiver and submitted to the respective Sr./Accounts Officer, as the case may be, in the prescribed format together with the following documentary proof.
  - i. Proof of payment of remuneration made to the work-force for the preceding month duly certified by the Service Provider.
  - ii. The Service Provider should maintain basic records essential to provide the details mentioned above.

- 12.9 The Service Provider should issue signed wage slip/statement on their letterhead to the workforce containing details of remuneration paid, recoveries made etc.
- 12.10 The Service Provider, upon being served with the Rate Contract Order(s) shall engage the workforce as per the requirements sought for by the Service Receiver for which the Service Provider shall provide the bio-data of their qualified workforce.
- 12.11 <u>Issue of Entry Pass</u>: For arranging Entry Pass to enter the Service Receiver's premises, the Service Provider should submit the details of their work force to the respective Focal Point and the same shall contain the following documents. The respective Focal Point shall scrutinize the same and shall forward it to the Senior Administrative Officer, GAD/P & GA duly approved by their Divisional Head:
  - (a) Police Clearance Certificate
  - (b) ID card issued by the Service Provider
  - (c) Any valid Photo ID card issued by any Government Agency
  - (d) Two copies of stamp size photographs;

#### i. Police Clearance Certificate: -

The stipulations on PCC as contained at Clause 5(c) of the terms and conditions shall be complied with.

#### ii. Identity Card to be issued by the Service Provider: -

The Service Provider shall issue tamper proof necessary Identity Card in their firm's/ society's/agency-ies/company's logo to the work force deployed by them to Service Receiver.

- 12.12 The work-force once engaged for the Service shall not be changed without the prior concurrence of the Focal Point of the Service Receiver.
- 12.13 The Service Provider shall submit to the respective Paying Authority of the Service Receiver, the details of the monthly remuneration in the form of a pay-slip made by them to their workforce including the deductions, by 3<sup>rd</sup> of the following month.
- 12.14 In case, the Service Provider fails to comply with any statutory/taxation liability under the appropriate law, and as a result, if Service Receiver is put under any loss/obligation, monetary or otherwise, Service Receiver will be entitled to get itself reimbursed either out of the outstanding bills against any of the Rate Contract Orders or from the Security Deposit to the extent of the loss or obligation in monetary terms.
- 12.15 The Service Provider shall be bound by the details furnished by them to the Service Receiver while submitting the tender or at any subsequent stage(s). In case, any of the documents furnished by them is found to be false at any stage, it would be deemed to be a breach of the

Terms and Conditions of the Rate Contract Order making the Service Provider liable for legal action besides termination of Rate Contract Order(s) and forfeiture of Security Deposit.

# 12.16 The Service Provider shall not be allowed to transfer, pledge, assign or sub Contract its rights and liabilities to any third person/ firm under this Rate Contract Order to any other agency.

- 12.17 The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to the work-force engaged by them. Service Receiver shall in no way be responsible for the settlement of such disputes. Service Provider should maintain a record of grievances received from their work force and action taken for settlement.
- 12.19 The Service Provider upon being served with the Rate Contract Order(s) by the Service Receiver shall obtain all necessary LabourLicence from the Labour Department and the License shall be valid till the currency of the Rate Contract Order(s) and shall be extended whenever required.
- 12.20 Any other terms, conditions or clauses not covered in this document shall be in accordance with other statutory Rules/ Acts applicable to DOS/ISRO.
- 12.21 In case of termination of the Rate Contract Order(s) on its expiry or otherwise, the work-force engaged by the Service Provider shall not be entitled to and shall have no claim whatsoever for any kind of employment in Service Receiver's establishment and shall be made known by the Service Provider to their workforce before being engaged.
- 12.22 The status of the Service Provider shall be that of an independent Service Provider. The Service Provider and its work-force performing under this Rate Contract shall not be the employees of Service Receiver. Neither the Service Provider nor its work-force shall be considered as employees of Service Receiver. Such work-force has no right for subsequent regularization.
- 12.23 The Service Provider shall be bound to accept all instructions/ directions issued by the Focal Point or any other person duly authorized by them relating to the execution of the Rate Contract Order(s).
- 12.24 The Service Provider shall maintain a register for the execution of the work and get endorsement of the same from the Focal Point of the Service Receiver every day for having completed the work satisfactorily.
- 12.25 The details of work handled by the work-force, Coordinator and Establishment should be kept secret and should not be divulged to any person or outside agencies.
- 12.26 The Service Receiver reserves the right to reject any of the work-force engaged by the Service Provider, if the presence or activity of such workforce is detrimental to the interest or discipline or security of the Service Receiver.
- 12.27 The Government of India has enacted the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 and the preferences that are extendable to the MSME Units including Women and SC/ST Entrepreneur's as issued by the Government of India from time to time and

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wherever feasible, will be applicable for this tender document. In order to avail of the benefits extended by the Government of India to Micro and Small Enterprises, Service Providers are requested to submit Entrepreneur Memorandum Part-II duly signed by the General Manager, District Industries Centre or NISIC Registration/UdhyogAaadhar details.

## 13.0 <u>Submission of Bills and Payment:</u>

- 13.1 The Service Provider's bills for last 30 days shall be submitted before 20<sup>th</sup> of every month with due certifications to the respective Paying Authority.
- 13.2 The Service Provider shall ensure that all the payments to the work-force shall be made through only their respective Bank Account on or before 3<sup>rd</sup> of every month.

## 13.3 The unit rate prize awarded (A) in the contract and the bill submitted by the service provider during theRate Contractperiod shall be inclusive of direct and indirectexpenses. GST shall be mentioned separately which will be paid extra. No separate charges will be paid extra other than few reimbursables expenses as mentioned in SI No 10 of this tender document.

The unit rate (A) shall be inclusive of following parameters as applicable.

- i. Basic wages for work force.
- ii. Contributions towards EPF as applicable.
- iii. Contributions towards ESI or Mediclaim Insurance, as the case may be.
- iv. Service Charges to the Service Provider, as applicable.
- v. Income tax deducted at source/ paying authority.
- vi. Insurance Premium towards All Risk Insurance Policy for each work-force of the Service Provider for a minimum value of Rs. 10 Lakhs for One Year
- vii. Identity card/ uniform cost
- viii. Other sundry office expenses for transportation of work force, suitability test, communications etc.

## <u>Goods & Service Tax as applicable will be provided extra by the paying authority for the</u> <u>services extended by the service provider against its certification by service receiver.</u>

13.4 In case the Service Receiver is made liable to pay any statutory liability arising due to the default of the Service Provider in relation to the Rate Contract Order(s), the Service Receiver shall be entitled to deduct/recover the same from the payment against the Rate Contract Order(s) due to the Service Provider.

#### 14.0 <u>Safety and Security:-</u>

14.1 The Service Receiver's premises being a High Security Area, the work-force engaged for the work by the Service Provider, will be required to follow the security requirements such as possessing a valid Entry Pass issued by the Service Receiver and ID Card issued by the Service Provider while entering the campus, maintaining high order of discipline while on duty.

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# It should be ensured by the Service Provider that only Indian Nationals between the age of above 23 years and up to 60 years are included in the work-force.

- 14.2 The Service Provider shall take all safety precautions required for the execution of the work. They shall also be responsible for any loss or damage caused to Service Receiver's Property/Personnel due to negligence of the work-force and shall make good the losses by the Service Provider at their own cost, failing which cost thereof, shall be recovered from the outstanding/running bills/Security Deposit of the Service Provider.
- 14.3 The Service Receiver shall not be responsible for any damages, losses, claims, financial or other injury to any of the work-force engaged by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation. The work-force shall adequately be insured by the Service Provider against accidents including loss of life.
- 14.4 The Service Provider shall solely be responsible for any theft, pilferage or misbehavior committed by any of the work-force while carrying out the Service(s) and the Service Receiver reserves the right to forfeit the Security Deposit/ Running Bills/any outstanding payment to the Service Provider.
- 14.5 In case, the work-force engaged by the Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence, the Service Provider shall forthwith remove the work-force under intimation to the Focal Point. The Service Provider shall replace immediately any of its work-force who is/are found unacceptable because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from Service Receiver.
- 14.6 The work-force engaged by the Service Provider at the Service Receiver's Campus should not carry any Technical/Electronic Gadgets inside the Service Receiver's Campus and shall follow all Security and Safety norms as prescribed by the Service Receiver, from time to time.
- 14.7 The Service Provider shall ensure that the work-force engaged by them are disciplined and do not participate in any acts prejudicial to the interest of the Service Receiver.
- 14.8 The Service Provider shall solely be responsible for the redressal of grievances/dispute relating to work-force engaged.
- 14.9 Service receiver reserve the right to examine the medical fitness of work forces by conducting suitable the medical test at service receivers medical facility as and when required.
- 14.9 The workforce engaged by the Service Provider at Service Receiver's Campus shall wear Cotton Uniform Dress while they are at work and the colour of the said uniform shall be decided by the Service Provider in consultation with the Service Receiver.

## 15.0 Joint and several liability:

If the Service Provider is a joint entity, consisting of more than one, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Rate Contract Order(s) and for any default of activities and obligations.

## 16.0 <u>Severability:</u>

If any provision of this Rate Contract Order (s) is determined by a Court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Rate Contract Order (s).

#### 17.0 <u>Immunity from liability:</u>

Every person who is a party to the Rate Contract Order(s) is hereby notified and agrees that the State, Service Receiver and all its employees, agents, successors and assigns are immune from liability and suit for or from Service Provider's activities involving third parties and arising from the Rate Contract.

#### 18.0 Intellectual Property:

The Service Provider agrees that they should not use the Name/logos of the Service Receiver in any manner, including commercial advertising or as a business reference, including ID cards without the approval of the Service Receiver. Any violation will result in cancellation of the Rate Contract Order(s) including forfeiture of Security Deposit.

#### 19.0 Down Time Compensation:

19.1 In case of non-performance of Rate Contract by the Service Provider, i.e. the service provider has not replaced the absent driver/ work force by another suitable driver/ work force ( on daily basis) a penalty of Rs.500 will be levied against each absent person every day. (Total down time compensation will be <u>No of absentees x No of days x Rs. 500</u>). This down time compensation will be deducted from the payment of monthly bills.

#### Example:-

Service provider named ABC has awarded with a contract to deploy 50 drivers/ forklift operators. On a particular day (Say, 1<sup>st</sup> January 2026) he could deploy only 45 drivers/ forklift operators against the requirement of 50Nos. (It is mandatory that he has to replace drivers/ forklift operators on leave vacancy from his reserve list).

In above example, a down time compensation of amount Rs.2500 per day (5nos absentees x 1 day x 500Rs) will be forfeited from the ABC service provider on that day.

## 20.0 <u>Termination and Short Closing of Contract:</u>

- 20.1 Under the normal circumstances, termination/short closing of the Rate Contract Order(s) is not foreseen. However, in case of repeated non-performance of the Rate Contract Order(s), owing to deficiency of service or breach of Order conditions or cessation of the requirement, the Service Receiver reserves the right to terminate the Rate Contract Order(s) wholly or partly by giving a prior notice of not less than 30 days, without any obligation on its side.
- 20.2 If the Service Provider want to withdraw the Rate Contract Order(s) voluntarily, a prior notice of 30 days is required.
- **21.0**The Rate Contract Order(s) is liable to be terminated without notice and the Security Deposit under the Rate Contract Order(s) shall be liable to be forfeited in the following circumstances:
  - a. For the breach of any material term, condition or provision of this Rate Contract Order(s) by the Service Provider.
  - b. In case the Service Provider provides any statement, representation or certification and the same is found false, deceptive or materially incorrect or incomplete.
  - c. The Service Provider or any of its workforce and agents commits or has committed or engages/engaged in fraud, misappropriation, embezzlement, malfeasance or misfeasance.
  - d. If the Service Provider terminates or suspends their business, without giving prescribed notice.
  - e. The Service Provider's license or certification is suspended, terminated, revoked or forfeited.
  - f. If the Service Provider failed to comply with any applicable law of the land.
  - g. In the event of sustenance of loss by the Service Receiver due to the premature termination of Rate Contract Order(s) by the Service Provider, the same shall be recovered from the Security Deposit.

#### 22.0 Security Deposit:

The Service Provider shall guarantee faithful execution of the Rate Contract Order(s) in accordance with the terms and conditions specified. As a performance security, the Service Provider shall furnish security deposit for **3% of the annual total Rate Contract Order(s) value** 

**OR Rs. 2,00,000/-(whicheveris less)**in the form of Demand Draft/Fixed Deposit Receipt/Banker's Cheque/Bank Guarantee issued by a Scheduled Bank as approved by the Reserve Bank of India and shall be valid beyond 2 months from the date of completion of the Contract. The Security Deposit shall not carry any interest and shall be returned by the Service Receiver on completion of all the contractual obligations. The security deposit has to be executed within **30** days after the receipt of Rate Contract Order(s) as per our specimen. **No extension of the date for submission of the Security Deposit will be entertained by the Service Receiver and failure to submit in time will result in cancellation of the Rate Contract Order(s).** 

## 23.0 Parallel/Adhoc/Split Rate Contract Order:

Service Receiver reserves the right to enter into parallel/adhocRate Contract Order (s) with one or more Service Provider(s) in order to avoid single party dependency for the deployment of work-force during the currency of the Rate Contract Order(s).

Service Receiver reserves the right to enter into parallel/adhoc Rate Contract Order (s) with one or more Service Provider(s) in order to avoid single party dependency and to facilitate deployment of service during the currency of the Rate Contract Order(s) for availing the same or similar Services. Maximum Three parallel contracts are only allowed for the tendered scope of work to operate in parallel / split basis at L1 rate. Hence lowest three offers only will be considered for parallel contract if needed / recommended by bid evaluation committee.) In the event of L2 or L3 not accepting the L1 offer, the next lowest eligible bidder(s) will be considered.

The ratio of splitting will be 40%: 30%: 30% for L1,L2 & L3 bidders respectively (@ L1 rates), if splitting is recommended by the bid evaluation committee.

#### 24.0 Volume of Work:

The requirement of work force purely depends upon the activities of Service Receiver for the Rate Contract. The mere mention of the number of work-force against this Rate Contract Order(s) does not by itself confer any right on the Service Provider to demand that work relating to or any item thereof, should necessarily or exclusively be entrusted to the Service Provider. The Service Receiver reserves the option for allocation of work force to meet the works to be carried out and the Service Provider shall not have any right in this regard. No guarantee can be given as to the definite volume of work which will be entrusted to the Service Provider at any time or during the period of the Rate Contract Orders(s).

Depending upon the work load, maximum number of drivers & forklift operators can be increased during the currency of the contract. However there is no lower limit for number of the workforce/ drivers to be deployed.

#### 25.0 Force Majeure Clause:

In case, completion of job is delayed by any circumstances such as acts of God, sabotages, civil commotion, riots, insurrections, revolutions, earthquake, fire, flood or other natural events beyond the control of the Service Provider, which makes their work-force unable to complete the tasks assigned to them in time, then the Service Provider shall give notice within 15 days to the Service Receiver in writing of his claim for an extension of time. The Service Receiver on receipt of such notice after verification if necessary may agree to extend the period of Rate Contract as may be reasonable without prejudice to other terms and conditions of Rate Contract Order(s).

#### 26.0 Dispute Resolution Mechanism:

**(A) Conciliation:** Notwithstanding anything contained in this Contract, any disputes or differences whatsoever, which are to be settled amicably between the parties, shall be resolved through Conciliation.

**(B)** Mediation: Any disputes of differences, which are not settled amicably through Conciliation, then either of the parties, may approach for mediation to settle under Mediation Act, 2023. The procedure is to be followed as prescribed in the Mediation Act, 2023 amended from time to time.

## (C) Arbitration:

The Contract shall be interpreted, construed and governed by the Laws in India. In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Arbitrator(s) appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation (Amendment) Act 2015 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre – Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be "English" only.

Work under the Contract shall be continued by the SERVICE PROVIDER during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

#### 27.0 Submission of Forged Documents: -

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If any of the Service Provider submits any forged or false documents along with their Tender/Bid, such Tenders/Bids will be summarily rejected and such Service Providers will be blacklisted for all future tenders/bids.

#### 28.0 <u>Compliance Statement</u>:

The Service Provider shall mandatorily submit the Compliance Statement as at <u>Annexure-D</u> along with their tender/bid, failing which the said tender/bid will not be evaluated.

#### 29.0 <u>Bidding Format</u>:

The format wherein the Service Provider shall submit their Tender/Bid in their Letter Head is kept at <u>Annexure- C</u>. The Service Provider shall mandatorily bid in the said format only and all the columns shall be duly filled and no column shall be left blank. In case the Bid/Tender is not submitted in the Bidding Format, the said bid/tender is liable for rejection.

#### 29.1 Pre-bid meeting:

For better understanding of our requirements to the bidder, a Pre-bid meeting will be arranged and <u>Bidders participated in the Pre-bid meeting only are eligible to participate in the bidding. Other bids will be summarily rejected.</u>

#### 30.0 Validity:

The bid submitted by the bidder shall be valid for a minimum period of <u>One Hundred and Two</u> <u>Days</u> (120 Days) from the date of due date of tender. <u>Bids with invalid validity/ insufficient</u> <u>validity etc. will be summarily rejected while its scrutiny.</u>

#### 31.0<u>Clause for under Quote:</u>

The unit rate (A) is inclusive of all direct and indirect expenses for the deployment of work force (wages, ESI, EPF, insurance premium, uniform, id card, office expenses, service charge, PCC, expense towards income taxand other sundry expenses etc.) No separate charges will be paid extra other than few reimbursable expenses as mentioned in SI No 10 of this tender document.

Considering the quality of work and in order to meet the minimum cost of inputs and to prevent from under quoting/ exorbitantly low offers, <u>the bids less than 90% of the estimated</u> <u>unit price (A) will be summarily rejected.</u>

#### 32.0L1 Position Arrival of bids& CST Preparation:

L1 position will be arrived based on the total cost as per the bidding format. (SI No. 9of the Annexure C ie, the bidding document). Comparative statement will be made in comparison with L1 offer and subsequent positions (L2, L3etc.) will be prepared. (Maximum number of service providers will be limited to 3Nos incase of parallel or split order & eligible L1 to L3 only will be considered for the same). In the event of L2 or L3 not accepting the L1 offer, the next lowesteligible bidder(s)will be considered.

## 33.0 <u>Corrections</u>:

Any corrections in any portion of the tender/bid shall be rounded off and shall be compulsorily initialed by the Service Provider, failing which such tenders/bids are liable for rejection.

#### 34.0 Due Date and Due Time for Submission of Tender/Bid

- 34.1 The Service Provider's shall submit their Tender/Bid with all its enclosures and complete in all respects in a sealed cover superscripting the Tender/No. B220 2024005603 01 and Due Date and Due Date to the Senior Purchase & Stores Officer, Purchase Unit- 1, RFF Area, Vikram Sarabhai Space Centre, Thiruvananthapuram 695 022.
- 34.2 Tenders/Bids received after the said Due Date and Due Time will **NOT** be considered.
- 34.3 Fax/E-mail Tenders/Bids also will **NOT** be considered.

# ANNEXURE-2

# CATEGORY OF VEHICLES MEANT FOR OPERATION BY VSSC THROUGH THE SERVICE PROVIDERS

Category	Class	Model/Make/Capacity
1.	Light Vehicles like Cars (Petrol/Diesel) and Multi Utility Vehicles (MUVs)	Ciaz/Etios/Tavera/ Bolero/Innova/Crysta
2.	Mini buses/Delivery Van	13-26 Seater Tempo Traveller/3050 to 4020WB Delivery van
3.	Light Commercial Vehicles	Open/Closed Truck Less than 12 Ton GVW
4.	Passenger Vehicle	Mini Bus 28-35 Seater/Bus (45- 55Seater)
5.	Heavy Trucks	12 – 20 Ton GVW
6.	Well Bed/Explosive Tractor Trailers	35 to 40Ton GVW having width2.6M to 3.5 M and length up to 18 M
7.	Extra Long Over Dimensional Well bed or Semi Low bed Trailer	Have width 3 M to 3.5 M and length up to 22 M
8.	Explosive Van	Explosive Van
9.	Passenger Bus, Exhibition Bus	Tata Bus/Ashok Leyland Bus
10.	Forklift	2Ton to 16 Ton
11	Ambulance	Force Traveller, Maruti Eeco

## ANNEXURE-A

	TO BE PROVIDED BY THE BIDDER ALONG W	<u>TH THE BID</u>	PASSPORT SIZE PHOTO OF THE PERSON SIGNING THE BID TO BE PASTED HERE
1.	Name of the Bidder (Firm) - M/s.		
2(a).	Full Postal Address of the Bidder		
2(b).	Telephone No.		
2(c).	Mobile No. (Mandatory)		
2(d).	Fax No.		
2(e).	E-mail id (Mandatory)		
3.	Full Postal Address of Operating Branch Office at Thiruvananthapuram (Mandatory)		
3 (a).	Telephone No.		
3 (b).	Mobile No.		
3 (c).	Fax No.		
3(d).	E-mail		
4.	Indicate the Organizational status of the Bidder	<ol> <li>Proprietorship</li> <li>Society</li> <li>Firm</li> <li>Partnership</li> <li>Private Limited</li> <li>Public LimitedC</li> <li>PSU/PSE</li> <li>Others (please in the second second</li></ol>	o ndicate) of the above
5.	Act/Rule under which the Bidder is registered		
6.	Registration No. & Date of Registration		

7.	Name of the Proprietor/Manager/ President/Secretary/Chief Executive with address and Contact Phone No.		
8.	Name of Partners/Shareholders (of privately owned)/ Directors/ Executives/ Officers of the Bidder(If required attach additional sheet)		
9.	Whether any Near Relative of the Proprietor/Office bearers is/ are working in VSSC/IISU/LPSC, if so details.		
10.	Labour Depart	ment RegistrationNo.	
11.	EPF Registration	on No.	
12.	ESI Registration No.		
13.	Firm PAN No.		
14.	Goods & Servi	ce Tax RegistrationNo.	
	Deals	Banker's Name	
	Bank Account Details of	Banker's Address	
15.		Bank Account No.	
	the Bidder	IFSC Code	
		PFMS No.	
		(if available)	
	Whether the	Bidder undertakes any	
16.		ork at anyEstablishmentsin	
10.	Thiruvananthapuram other than		
	VSSC/IISU/LPSC. If so, givethedetails		

Note: If any of the above columns are kept unfilled and not supported by Documentary proof, such BIDS will summarily be rejected by the Service Receiver.

#### **DECLARATION**

I/We hereby declare that the information furnished above are true and correct to the best of my/our knowledge andbelief.

Date :..... (Signature of Authorized Signatory with Seal)

Place:....

Name in full:

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#### ANNEXURE-B

#### DECLARATION BY THE SERVICE PROVIDER

(To be provided by the Service Provider with their bid on the letter head of the Service Provider)

- 2. I/We have carefully read and understood all the enclosed terms and conditions and undertake to abide by the same.
- 3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of our Tender at any stage besides liabilities towards prosecution under appropriate law.
- 4. I/We agree to pay the Remuneration to the work-force in time not less than the Minimum Remuneration fixed by the Ministry of Labour and Employment, Government of India/State Government and remit the EPF and ESI or Medi-Claim Policy of both Employee's as well as Employer's without fail to the concerned Government Authorities regularly.
- 5. I/We have not been excluded from participating in the tenders for providing manpower/drivers or hiring of vehicles on earlier occasions, for the reason of submission of forged or false documents along with tender
- 6. I/We also agree to strictly abide by all the statutory requirements/provisions relating to labour laws as prevailing from time to time.
- 7. I/We also agree to engage only that work-force whose character and antecedents are verified through Police Clearance Certificate for carrying out the work at VSSC.
- 8. I/We also agree to submit the monthly bills/invoices to the Paying Authority before 5<sup>th</sup> of the following month itself with due certification.
- 9. I/We also agree to strictly provide self-attested proof of crediting remuneration to the Bank Account of our work-force as per labour laws/rules.
- 10. I/We also agree to adhere to all the Clauses of the General Terms and Conditions of the Rate Contract.

Date : .....

(Signature of Authorized Signatory with Seal)

Place : ..... Name in full :

#### BIDDING FORMAT TEMPLATE (TO BE PROVIDED IN THE SERVICE PROVIDER'S LETTER HEAD)

Tender Ref. No.	
Due Date & Time	
for submission	
Due Date & Time for	
opening	
Service Provider's	
Reference No. and	
Date	

From:

То

The Sr. Purchase & Stores Officer Purchase, Purchase Unit No. 1 Vikram Sarabhai Space Centre, RFF Area ISRO PO., Thiruvananthapuram - 695 022

#### **TENDER FORM**

Dear Sir,

I/We hereby offer to provide the services detailed below at the price hereunder quoted and agree to hold this offer open till \_\_\_\_\_\_. I/We shall be bound to provide the services hereby offered upon the issue of the Rate Contract Order(s) communicating the acceptance thereof on or before the expiry of the offer date.

SI. No.	Description of Work	Quantity (P)	Unit of Measure	Unit Cost in Rs.	Total cost for 18 Months in Rs. (Q)
1	Unit rate( per hour) for any dutyper driver	717264 (P1)	Unit.	A = ₹	Q1 = P1 x A
2	Schedule 2 duty incentive	130320 (P2)	Unit.	0.05 x A	Q2= P2 x 0.05 x A
3	Schedule 3 duty incentive	54720 (P3)	Unit.	0.20 x A	Q3= P3 x 0.20 x A
4	Holiday incentive	43776 (P4)	Unit.	0.2 x A	Q4= P4 x 0.2 x A
5	Forklift /Tractor Trailer incentive	38016 (P5)	Unit.	0.5 x A	Q5= P5 x 0.5 x A
6	Incentive for outstation duty without night stay	4320 (P6)	Unit	0.5 x A	Q6= P6 x 0.5 x A
7	Incentive for outstation duty with night stay	4320 (P7)	Unit.	1.25 x A	Q7= P7 x 1.25 x A

SI. No.	Description	Explanation	%	Total Cost for 18 Months in Rs.
8	Goods & Service Tax @ 18%	18% of sum of Sl. No. 1 to 7	18%	Q8 = 18% of (Q1 + Q2 +Q3 +Q4+ Q5+ Q6+ Q7)
9	TOTAL Amount ( Thisamount decides the bidding position)	Sum of SI. No. 1 to 8 (Total price for 18 months in ₹)		Q9 = Q1+Q2+Q3+Q4+Q5+ Q6+Q7+Q8

#### NOTE : THE BIDDING POSITION WILL BE CALCULATED BASED ON THE TOTAL AMOUNT ARRIVED/ QUOTED IN SERIAL NO 9 OF THIS TABLE ( Q9 = Q1+Q2 +Q3+Q4+Q5+Q6+Q7+Q8)

10	Provision for Minor repair charges anticipated (Clause 10 a of Annexure 1)	Approx. ₹1.00 lakh for 18 months	1,00,000.00	1,00,000.00 (Q10)
11	GRAND TOTAL	Sum of Sl. No. 9& 10		Q11= Q9+Q10

#### QUOTATION

I have read and understood the terms and guidelines given in the contract and based on that I quoted Rs: ......) only for unit rate (A) per driver per hour for any level of duty.

#### NOTE:

1. The bidder shall quote the <u>value of 'A'( in Sl No 1, column 5no of above given table)for ONE driver/</u> <u>per houronly.</u> All other costs will be calculated based on the respective formulae mentioned above. If a bidder fills other rows/ columns & if he/ she makes any mistake, such bids will be summarily rejected.

2. I/We have understood the items of the tender annexed to the invitation to tender and have thoroughly examined the scope of the work and I / we am/are fully aware of the nature of the services required and my/our offer is to provide the services strictly in accordance with the requirements subject to the terms and conditions stipulated in the enquiry and contained in the Rate Contract Order(s) communicating the acceptance of this tender either in whole or in part.

# 3. I / We understand that the decision for award of Rate Contract order will be decided on the sum total (Q9)of the table given above.

#### 4. As per Clause no 30.0 of Annexure 1, Bids/ Quotations without validity will be summarily rejected.

Signature of theService Provider

Date: .....

(Seal)

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## ANNEXURE-D

## <u>COMPLIANCESTATEMENT</u> (To be provided by the Bidder with the BID on their letter head)

SI. No.	Conditions in BID Requirements	Compliance Yes/No	Explanation Comments	Details of Relevant Documents attached
1.	The details of Bidder's establishment in their letter head in Annexure –A format			
2.	Declaration Form in Annexure - B format			
3	Completely filled bid in annexure-C format			
4.	Valid Registration Certificate of Bidder's Establishment issued byGovernmental Agency			
5.	Details of similar works executed under any of the skill set and Details of experienced employees with adequate qualification/experience			
6.	Copy of Purchase orders/ Work Order(s)/ Contract(s) issued in the name of the Bidder			
7.	Labour Department Registration if applicable.			
8.	EPF Organization Registration if applicable.			
9.	ESI Corporation Registration if applicable.			
10.	Bank Account Details of Bidder/ company/ organization			

11.	Copy of PAN Card		
12.	Copy of the Goods and Service Tax Registration Certificate		
13	Whether the bidder participated in prebid meeting convened at VSSC ? ( yes/ No)		
14	Details of office at Thiruvananthapuram and proof for the same.		

Date :....

(Signature & Name of Authorized Signatory with Seal)

Place : .....

#### COMMERCIAL CONDITIONS

 Tender Documents can be downloaded from our websites: www.vssc.gov.in / www.isro.gov.in. Tender Fee (Rs. 560/-) shall be paid through Non-tax & Revenue Receipts Portal (NTRP)(URL: https://bharatkosh.gov.in). Payment receipt shall be submitted along with the quotation. Other mode of payment is not acceptable. [The tender fee is NON-REFUNDABLE].

Government Departments, PSUs (both Central and State), Small Scale Industries units borne in the list of NSIC, MSME and foreign sources are exempted from submission of tender fee. Those who are coming under the above category should submit documentary evidence for the same.

- 2. PAYMENT: As per clauseNo. 13.0 of Annexure-I.
- 3. Please keep and confirm the offer validity minimum 180 days from the date of opening of tender
- 4. <u>Please send the quotations ONLY in 'SEALED COVER' super scribing our Tender Enquiry No. and</u> <u>Due Date by speed post so as to reach us on or before the due date and time. The cover thus</u> <u>prepared should be sent to the following address so as to reach us on or before the due date</u> <u>and time specified in the tender form:</u>

Sr. Purchase & Stores Officer, Purchase Unit-I, Main Purchase, RFF Area, Vikram Sarabhai Space Centre, ISRO-PO,Trivandrum-695 022

#### <u>VSSC will not be responsible for any postal delays. Email/fax quotations 'WILL NOT BE</u> <u>ACCEPTED'.</u>

- 5. Basic rate and GST rate with applicable HSN Code shall be shown separately.
- 6. In order to avail of the benefits extended by Government of India to the Micro and Small sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General Manager, District Industries Centre or NSIC or MSME Registration Certificate along with your offer. [Note: MSME/NSIC vendors are not exempted from submission of SD].
- 7. VSSC has a right to cancel the tender without assigning any reason etc.
- 8. EMD:The vendors who are not registered with VSSC, shall submit an EMD(Earnest Money Deposit) or Bid Security through NTRP forRs. 5,00,000/- (Rupees Five Lakh only). The EMD of the unsuccessful vendor will be returned without any interest within 30 days from the date of finalization. Foreign vendors, registered vendors or vendors who have already applied for renewal of registration, Central PSUs/PSEs/Autonomous Bodies/MSMEs etc., shall be exempted from payment of EMD. Vendors seeking exemption from payment of EMD shall submit necessary proof like registration number(vendor code), etc. The quotation submitted by unregistered vendors without EMD will not be considered. The EMD submitted by unregistered vendors will be forfeited in the case of withdrawal of quotation or amendments in quotation or any such deviation in a later period.
- 9. **SECURITY DEPOSIT (mandatory compliance required):** In the event of placement of order, you should submit Security Deposit as per Clause 22.0 of Annexure I.
- 10. VSSC reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.