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

विज्ञा. सं. वीएसएससी/पी/विज्ञा./399/2025 दि. 28.07.2025 ADVT. NO. VSSC/P/ADVT/399/2025 DT. 28.07.2025

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. | निविदा सं. Tender No. | वर्णन / Description | मात्रा Qty. | निविदा शुल्क Tender Fee | |
|--------------------|---|---|----------------|----------------------------------|--|
| 01. | 8082 2025 1316 [[पीटी - एकल भाग/ PT - SINGLE PART] | फिसियोथेरापिस्ट के लिए कार्य संविदा/ Work contract for physiotherapist | 2 years | रु. 560/- | |
| | 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 | 18.08.2025 up to 16:00 Hrs. |
|--|-----------------------------|
| निविदा खोलने की तिथि / Tender Opening Date | 19.08.2025 up to 10.00 Hrs. |

विशेष टिप्पणी/Special Note:-

विदेशी विक्रेताओं को निविदा प्रस्तुत करने की अनुमित 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 अनुमित 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.

A Pre-bid meeting is scheduled on Thursday, the 7th August, 2025 [10:30 Hrs.] 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 : www.vssc.gov.in/
www.isro.gov.in only.

हस्ताक्षरित/Sd/-

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE (DOS)
VIKRAM SARABHAI SPACE CENTRE
THIRUVANANTHAPURAM 695022
PURCHASE UNIT-I,MAIN PURCHASE,RFF AREA

फोन नं Ph No. 0471-2563139,3676,3522,3523 / Fax. 0471-2705092 / 2562065 / ईमेल e-mail: spso_psd@vssc.g|pv.in

निविदा आमंत्रण INVITATION TO TENDER

मैसर्स हमारी संदर्भ सं M/s 00000 Our Ref. No.

Our Ref. No. 8082 2025-001316-01

निविदा अंतिम तिथि Tender Due at

महोदय

Dear Sirs,

कृपया निम्नलिखित मदों की आपूर्ति के लिए अनुलग्नक (फार्म सं. संलग्न) में उल्लिखित निबंधन एवं शर्तों के अनुसार संलग्न निविदा प्रपत्र में वर्णनात्मक सूचीपत्र/पैम्फलेट/साहित्य सहित हमारी संदर्भ सं. एवं अंतिम तिथि (मोटे अक्षरों में) ऊपर लिखते हुए अपनी मुहरबंद निविदा प्रस्तुत करें।

Please submit your sealed quotation , in the Tender Form enclosed here along with the descriptive catalogues /pamphlets /literature ,superscribed with Our Ref.No. and Due Date for the supply of the following items as per the terms & conditions mentioned in Annexure(Form No. null)

| क्र.सं. | विनिर्देशों सहित मद का विवरण | इकाई | मात्रा |
|---------|---|-------------|-----------------|
| SI. No. | Description of items with Specifications | Unit | Quantity |
| 1 | WORK CONTRACT FOR DEPLOYING PHYSIOTHERAPIST (SCOPE OF WORK AND TERMS AND CONDITIONS AS PER ANNEXURE ATTACHED) | YEARS | 2 |

सुपूर्दगी स्थल

Delivery At CENTRAL STORES

प्रेषण की विधि

Mode of Despatch ON SITE

शुल्क छूट

Duty Exemptions

विशेष अनुदेश

Special Instructions NIL

विशेष निबंधन

Specific Terms

निविदाकारों को अनुदेश

Instructions to Tenderers

- (1) Pre-Bid Meeting Scheduled on 07-08-2025 at 10:30 Hrs. Venue for the meeting : PRO Conference Hall, Public Relations Building, ATF, Veli, VSSC, Thiruvananthapuram
- (2) Participation in Pre-Bid meeting is mandatory. Offers from Vendors who have participated in the Pre-Bid meeting only will be considered

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भारत के राष्ट्रपति के लिए एवं ओर से For and on behalf of the President of India क्रेता / The Purchaser

GOVERNMENT OF INDIA DEPARTMENT OF SPACE

VIKRAM SARABHAI SPACE CENTRE

THIRUVANANTHAPURAM

GENERAL TERMS AND CONDITIONS FOR ENGAGEMENT OF PHYSIOTHERIAPISTS FOR VSSC POLYCLINIC, PATTOM, THIRUVANANTHAPURAM.

Preamble

ISRO/VSSC operates **C**ontributory **H**ealth **S**ervice **S**cheme [CHSS] for its employees, retired employees and their dependents/beneficiaries and provide a comprehensive medical care. It is proposed to provide physiotherapy services for CHSS beneficiaries through VSSC Polyclinic located at Pattom, Thiruvananthapuram. The requirements are as per details given below.

Qualification, number and Work Experience for Physiotherapist

| Category | egory Minimum Qualification | | Upper Age Limit |
|-------------------|----------------------------------|--------------------|--------------------|
| Physiotherapist | Bachelor of Physiotherapy | 3 years completed | 60 yrs |
| (2 Nos.) | having registration with State | after registration | |
| a male & a female | Physiotherapy Council or | | |
| | Rehabilitation Council of India. | | |

1.0 <u>Definitions:</u>

- 1.1 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 and Ammonium Perchlorate Experimental Plant (APEP), Alwaye 683 112.
- 1.2 The term "**Service Provider**" shall mean any registered Establishment which will be performing the activities.
- 1.3 The term "Focal Point" shall mean the **Medical Officer-in-charge in VSSC**, who will be coordinating with the Service Provider.
 - 1.4 The term "**Paying Authority**" shall mean the respective Sr. Accounts Officer/ Accounts Officer of the Service Receiver.

2.0 Period of Contract:

The proposed Contract will be valid for a period of 2 years from the date of release of Order with an option to extend the same for a further period of one more year with same rate, terms and conditions on mutual consent.

3.0 Scope of the work:

- 3.1 The personnel engaged as Physiotherapist shall administer physiotherapy services to patients reporting to them at the work place.
- 3.2 Apart from their regular duties of administering physiotherapy services to patients, the work related to maintenance of the equipment's, stock register, computer and network usage, and any other duties related to physiotherapy as assigned by Focal point, VSSC/ISRO, have to be carried out.
- 3.3 VSSC/ISRO reserves the right to increase or decrease total number of contract personnel during the validity of the contract as need arise, anywhere in the Service area of VSSC/ISRO. The maximum no. of workforce under the Contract shall be 4.
- 3.4 VSSC/ISRO right including additional Unit/Centre/ the of reserves re-locate/exclude existing Service Area Health Centres. or the during the currency of the Service Contract upto 100% of the deployment. The deployment of personnel engaged as Physiotherapist shall be at any of the Unit/Location at the discretion of Focal Point, VSSC/ISRO.

4.0 Working Hours:

- 4.1 The deployment of Paramedical Personnel and their working Hours shall be at the discretion of focal point, VSSC/ISRO. This deployment must be strictly adhered to.
- 4.2 **Normal Working Hours**: The Service Provider has to execute the work from Monday to Saturday as per the timings given below:

| Working days | 07.30 hrs. to 19.30 hrs. |
|--------------|--------------------------|
| Holidays | 09.00 hrs. to 17.00 hrs. |

- 4.2.1 The Physiotherapy Unit will function within the above timings for 8 hours per day or until the beneficiary reporting within the duration is attended to, whichever is later.
- 4.2.2 The service shall be for 6 days a week, i.e. Monday to Saturday, as Day-care only.
- 4.2.3 All Sundays and National Holidays will be closed holidays as applicable for VSSC.

- 4.3 **Extended Working Hours**: Based on the requirement, the Service Provider should be prepared to undertake the work during extended hours as well as on holidays.
- 4.4 **Change in Working Hours**: The Service Provider shall also adhere to any changes made in the present working hours in the specified area of the Service Receiver and shall follow the said changed timings.
- 4.4.1 Relevant mode of attendance is mandatory at the work place and Service Providers shall send a copy of monthly attendance report duly certified by the Focal Point at VSSC and counter signed by CMO, VSSC along with the bills while claiming the payment.
- 4.4.2 The certification level/experience relating the skill and to bio-data of the contract personnel shall be submitted to the Focal point identify/finalize of VSSC/ISRO who reserves the right to the work force for executing the contracted service after ascertaining the required competency levels.
- 4.4.3 The deployment of Physiotherapists and their working hours shall be at the discretion of the Focal Point of VSSC/ISRO.
- 4.4.4 In case of the Physiotherapists availing leave for more than 2 days, substitute Physiotherapists service shall be deployed by the service provider in the next working day for providing uninterrupted service in our Centre.
- 4.4.5 VSSC reserves the right accept the personnel proposed be to Provider deployed by the Service under this contract. Service Provider provide the bio-data including necessary certificates of has to qualified Physiotherapists to Focal point of VSSC.
- 4.4.6 The Physiotherapists deployed shall not be changed ordinarily unless there is a demand from VSSC/ISRO due to various reasons or due to any unavoidable circumstances. In case of any change proposed by service provider, it should be in consultation and prior concurrence of VSSC/ISRO. In case any change required by Department for various reasons, the same shall be indicated to the service provider with a reasonable time gap (two weeks) required for replacement.

4.5 **Eligibility Requirement for Service Provider**

- 4.5.1 The Service Provider/Bidder shall submit latest, valid Bank Solvency Certificate for ₹ 15.00 lakhs, issued by a Scheduled/Nationalized Bank. Validity of such Solvency Certificate should be valid as on Tender closing date.
- 4.5.2 As deployment of workforce should be ensured on day to day basis, the Service providers who are having their Registered Office/Branch Office in Kerala State only

shall participate in this tender. In this connection, a valid copy of **Kerala Clinical Establishments Act Registration Certificate** issued by local authorities/
Municipality/Corporation shall be submitted along with the offer.

- 4.5.3 The Service Provider shall submit a copy of EPF Registration Letter/Certificate, along with the offer.
- 4.5.4 The Service Provider should have Income Tax (PAN) and GST Registration and a copy of the same shall be submitted along with the offer.
- 4.5.5 The Service Provider shall submit valid Labour License copy issued by Ministry of Labour & Employment (MoLE), Govt. of India.
- 4.5.6 The Service provider shall be a Hospital/Clinic/Physiotherapy Centre with experience of atleast 3 years of successfully running a Physiotherapy Centre in Thiruvananthapuram.

5.0 Legal:

- 5.1 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 Contract. Service Receiver shall in no way be responsible for any default of the Service Provider regarding 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 Contract. The Service Provider shall provide an undertaking to this effect as at **Annexure-A.**
- 5.2 The Service Provider(s) shall mandatorily undertake to insure their workforce comprehensively against any risks during the course of work undertaken by them in Service Receiver's Work Place through a Comprehensive All Risk Insurance (ARI) Policy obtained from any of the Insurance Companies as approved by the Insurance Regulatory & Development Authority of India (IRDAI). The Service Providers shall have to furnish originals of the ARI Policy along with premium receipts and other papers related thereto to the Officer concerned of the Service Receiver within 15 days from the date of commencement of Contract. Entry Passes will be issued to the workforce of the Service Provider only after receipt of the original policy documents from the Service Provider concerned. Individual policies with a minimum coverage of Rs. 10 Lakhs per person (in the name of the Service Provider's Workforce) shall be taken by the Service Provider.
- 5.3 The Service Provider shall discharge all the legal obligations in respect of the workforce 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.

- 5.4 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.
- 5.5 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.
- 5.6 The Service Provider shall completely be responsible to maintain the Attendance, acquaintance of remuneration paid, EPF, ESI and Comprehensive Mediclaim Policy as the case may be. 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.
- 5.6.1 The 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.
- 5.6.2 Payment disbursement shall be made to the Service Provider by the Service Receiver on monthly basis for the actual work completed on receipt of the invoice/bill which is duly certified by the Focal Points and approved by Chief Medical Officer 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. Proof of remittance of both Employees and Employer's contribution towards EPF, ESI or Medi-claim Policy, as the case may be, made for the preceding month, if applicable.
 - iii. The Service Provider should maintain basic records essential to provide the details mentioned under Clause 5.6.2 (i) to (iii) for verification.
- 5.6.3 The Service Provider should issue signed wage slip/statement on their letterhead to the work-force containing details of remuneration paid, recoveries made etc.

5.6.4 The Service Provider, upon being served with the Contract shall engage the work-force as per the requirements sought for by the Service Receiver for which the Service Provider shall provide the bio-data of their qualified workforce.

5.6.5 **Police Clearance Certificate**: -

It is the responsibility of the Service Provider to arrange for obtaining the Police Clearance Certificate [PCC] on the character and antecedents of the work-force engaged for duty. The Service Provider shall engage the work-force who is not having any criminal background. The character and antecedents shall be got verified through record check by Service Provider at their own cost from the concerned Police authorities (Police Clearance Certificate) and submit the original report.

When a criminal case is pending, the workforce will not be engaged on contract basis under any circumstances for whatsoever reasons. If a criminal case is reported in the meantime during the period of engagement, the workforce concerned will not be allowed to continue

5.6.6 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 the Service Receiver.

- 5.6.6 The work-force once engaged for the Service shall not be changed without the prior concurrence of the Focal Point of the Service Receiver.
- 5.7 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 10th of the following month.
- 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 Contract or from the Security Deposit to the extent of the loss or obligation in monetary terms.
- 5.9 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 Contract making the Service Provider liable for legal action besides termination of Contract and forfeiture of Security Deposit.
- 5.10 The Service Provider shall not be allowed to transfer, pledge, assign or sub Contract its rights and liabilities under this Order to any other agency.

- 5.11 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.
- 5.12 For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of the work-force engaged by the Service Provider at Service Receiver's site. The work-force engaged by the Service Provider to the Service Receiver shall not have any claim whatsoever of "Master and Servant" relationship nor have any "Principal and Agent" relationship with or the Service Receiver for the said services.
- 5.13 The Service Provider upon being served with the Contract by the Service Receiver shall obtain all necessary Labour License from the Labour Department and the License shall be valid till the currency of the Contract and shall be extended whenever required.
- 5.14 Any other terms, conditions or clauses not covered in this document shall be in accordance with other statutory Rules/ Acts applicable to DOS/ISRO.
- 5.15 In case of termination of the 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.
- 5.16 The status of the Service Provider shall be that of an independent Service Provider. The Service Provider and its work-force performing under this 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.
- 5.17 The Service Provider shall not assign, transfer or convey in whole or in part, this Contract to anyone. The Service Provider shall also not delegate any of its obligations or duties under this Contract to anyone. The Service Provider shall not assign, pledge as collateral, grant a security interest in, create a lien against or otherwise encumber any payments that may or will be made to the Service Provider under this Contract.
- 5.18 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 Contract.

- 5.19 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.
- 5.20 The details of work handled by the work-force and Service Provider should be kept secret and should not be divulged to any person or outside agencies. An undertaking in this regard shall be mandatorily provided by the Service Provider as specified in Annexure-B.
- 5.21 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.
- 5.22 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 wherever feasible, will be applicable for this RFP. 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 NSIC Registration/Udhyog Aaadhar/Udyam Registration details.

6.0 Financial:

6.1 Service Receiver shall pay the rates agreed upon to the Service Provider on monthly pro-rata basis on completion of the specified quantity of work mentioned in the Contract.

The Remuneration shall be Rs. 35,000/- fixed per month per person.

- 6.2 The rate(s) mentioned in the Contract shall be firm and fixed during the currency of the Order/Contract.
- In case of breach of any conditions under the Contract, the Security Deposit shall be liable to be forfeited by the Service Receiver. In addition, the Contract is also liable to be terminated and any amount due to the Service Provider against any other Contract from the Service Receiver is also liable to be appropriated.
- 6.4 In case of partnership firm, "power of attorney" should be signed by one person on behalf of others. Any breach of these conditions by the Service Provider in relation to the Bidding Establishment or Partner or Shareholders or Directors or Executives or Office Bearers, the tender/contract will be cancelled and Security

Deposit will be forfeited at any stage whenever it is so noticed. The Service Receiver will not pay any damages to the Service Provider. The Service Provider will also be debarred from further participation in the concerned unit of the Service Receiver.

7.0 **Submission of Bills and Payment:**

- 7.1 The Service Provider's bills shall be submitted before **28th** (**Twenty eighth**) of every month, which shall cover the works accomplished between **21st of preceding month** to **20th of current month**, with due certifications to the respective Paying Authority. To facilitate this payment cycle, Service Provider shall submit the bill to the concerned focal point of the Service Receiver by 21-23rd of the month for certification.
- 7.2 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 10th of every month.

7.3 The payment under the Contract shall be inclusive of the following components:

- i. Contributions towards Employer's and Employee's Provident Fund, wherever applicable.
- ii. Contributions towards Employer's and Employee's State Insurance or Mediclaim Insurance, as the case may be.
- iii. Service Charges to the Service Provider, if any.
- iv. Cost of Identity Cards etc.
- v. Goods & Service Tax
- vi. Cost of 2 sets of cotton uniform including its Stitching Charges for Two Years
- vii. Insurance Premium towards All Risk Insurance Policy for each work-force of the Service Provider for a minimum value of Rs. 10 Lakhs for Two Years
- 7.4 Income Tax or any other Tax/Taxes/Fees/Cess/Levy(ies) as applicable and payable by the Service Provider as per rules will be recovered from the monthly bills payable to the Service Provider.
- 7.5 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 Contract, the Service Receiver shall be entitled to deduct/recover the same from the payment against the Contract due to the Service Provider.

8.0 Safety and Security:

- 8.1 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. It should be ensured by the Service Provider that only Indian Nationals between the age of above 18 years and upto 60 years are included in the work-force and they should not have any criminal back ground.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 The Service Provider shall solely be responsible for the redressal of grievances/dispute relating to work-force engaged.

8.9 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.

9.0 **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 Contract and for any default of activities and obligations.

10.0 Severability:

If any provision of this Contract 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 Contract.

11.0 **Immunity from liability:**

Every person who is a party to the Contract 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 Contract.

12.0 <u>Intellectual Property:</u>

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 Contract including forfeiture of Security Deposit.

13.0 Penalty Clause:

- 13.1 The Service Provider shall ensure that the work assigned to them is completed within the prescribed time-limit, under their Supervision.
- 13.2 In case of absence of a Physiotherapist for the work as per the Contract, Down Time Compensation @ 0.5% of the monthly remuneration per week or part thereof will be recovered from the Bill(s), subject to a maximum of 5%. The quantum of Down Time Compensation to be recovered will be decided by the Service Receiver after assessing the quantum of work delayed and the decision will be final and binding on the Service Provider. This is in addition to the reduction of remuneration for the absence from duty on pro-rata basis.
- 13.3 The Service Provider is responsible to provide suitable replacement in case of absence of the work-force and for this purpose to ensure continuous service and the Service

Provider shall keep a panel of experienced work-force whose Character and Antecedents are verified.

14.0 <u>Termination and Short Closing of Contract:</u>

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

15.0 Security Deposit:

The Service Provider shall guarantee faithful execution of the Contract in accordance with the terms and conditions specified. As a performance security, the Service Provider shall furnish security deposit for 3%, or percentage fixed by the Government which will be intimated by the Service Receiver time to time, of the annual total Contract value in the form of Demand Draft/Fixed Deposit Receipt/Banker's

Cheque/Insurance Surety Bond/NTRP/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 Contract 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 Contract.

16.0 Parallel/Adhoc/Split Order:

Service Receiver reserves the right to enter into Parallel/Adhoc Contract with one or more Service Provider(s) in order to facilitate deployment of work-force during the currency of the Contract for availing the same or similar Services. .

17.0 Volume of Work:

The requirement of work force purely depends upon the activities of Service Receiver for the Work. The mere mention of the number of work-force against this Contract 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 Contract .

18.0 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 Contract as may be reasonable without prejudice to other terms and conditions of Contract.

19.0 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 or 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: 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 Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 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 CONTRACTOR 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. Arbitration will be a method of dispute resolution in contracts where dispute value is lesser than Rs.10.00 Crore.

20.0 <u>Submission of Forged Documents:</u>

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.

21.0 Compliance Statement:

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

22.0 **Bidding Format**:

The format wherein the Service Provider shall submit their Tender/Bid in their Letter Head is kept at **Annexure-D**. 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.

23.0 Validity:

The bid/offer submitted by the Service Provider shall be valid for a minimum period of **One Hundred and Twenty Days** (120 Days) from the date of opening of the Bids/Tenders.

24.0 Corrections:

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.

25.0 Pre-Bid Discussion:

There shall be a mandatory Pre-Bid discussion for this RFP, before submission of your offer/bid. The date, time and place of the Pre-bid discussion will be communicated to you. Participation in the Pre-Bid discussion is compulsory/mandatory. The offers/bids of those Service Providers who participate in the Pre-Bid discussion only will be considered for further evaluation. After attending the pre-bid discussion, the Service Provider shall submit a written consent conveying that they have understood all the terms and conditions and the quantum of work.

26.0 Due Date and Due Time for Submission of Tender/Bid:

| 27.1 | The Service Providers shall submoduler complete in all respects in a and | sealed cov | er superscrib | |
|------|--|------------|----------------------|-----------------------|
| | Purchase & Stores Officer, Purch Centre, Thiruvananthapuram - 69 | hase Unit | | |
| 27.2 | The Due Date and Due Time at hours a Tender/Bid will be n | and the Du | e Time and Da | _ |
| 27.3 | Tenders/Bids received after the sate | | ate and Due T | ime for submission of |
| 27.4 | | | | |

[SR. PURCHASE & STORES OFFICER]

For & on behalf of the President of India (The Purchaser)

DECLARATION BY THE SERVICE PROVIDER

(in line with Clause 5.1)

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

| 1. | I/We, |
|----|--|
| | (Proprietor/Partner/Director/Authorized Signatory of the Firm), I am competent to sign the declaration and execute this Bid |
| 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 ou 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 also agree to strictly abide by all the statutory requirements/provisions relating to labour laws as prevailing from time to time. |
| 6. | 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. |
| 7. | I/We also agree to submit the monthly bills/invoices to the Paying Authority before 28 th o the month itself with due certification. |
| 8. | I/We also agree to strictly provide self-attested proof of crediting remuneration to the Banl Account of our work-force as per labour laws/rules. |
| 9. | I/We also agree to adhere to all the Clauses of the General Terms and Conditions of the Contract. |
| | Date: |

UNDERTAKING BY THE SERVICE PROVIDER (in line with Clause 5.20)

(to be submitted by the Service Provider in their letter head to the Service Receiver)

| Provid | er), (Designation) of (Service Provider's |
|--------|--|
| name | & address) participating in the tendering process for award of work under the Contract am Sarabhai Space Centre, Thiruvananthapuram do hereby undertake that: |
| 1. | I/We have read and understood the General Terms and Conditions of the Tender. |
| 2. | I/We as well as the workforce to be deployed by me/our firm/society/agency/company will maintain confidentiality of the work awarded to us and will not divulge any information that has come to my/our knowledge during the course of the execution of the Work in Service Receiver's establishment. |
| 3. | I/We as well as the work force to be deployed for carrying out the work will not retain or remove any drawings, electronic records or any documents related to such work from the premises/establishments of the Service Receiver and do not take any photograph or make copies or extracts from them. |
| 4. | I/We as well as the work force do not divulge any information or matters either during or after the term of the Contract for my or our own benefit or for the benefit of others. |
| 5. | I/We have understood that in case of violation of the terms and conditions of the Contract and this undertaking, the Service Receiver has the right to cancel the Contract including forfeiture of Security Deposit in addition to initiation of appropriate legal action/remedies. |
| 6. | I/We have understood that strict compliance of this undertaking is a condition for award of the work under the Contract. |
| | Dated this theday of |
| | (Signature of Authorized Signatory |

Name in full:

of the Service Provider with Seal)

COMPLIANCE STATEMENT

(in line with Clause 21.0)

(to be provided by the Service Provider with each Tender on their letter head)

| Tender Ref.No. | | |
|----------------|--|--|
| | | |

| SI. No. | Conditions in Tender/ Requirements | Minimum Number of Workforce required | Workforce Details having experience in the said Skill Set | Compliance Yes/No | Explanation Comments | Details of relevant Documents attached |
|------------|--|---|---|----------------------|-------------------------|---|
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| Dated this the | day of | 2025 at |
|----------------|--------|---------|
|----------------|--------|---------|

(Signature of Authorized Signatory of the Service Provider with Seal)

Name in full:

BIDDING FORMAT TEMPLATE (TO BE PROVIDED IN THE SERVICE PROVIDER'S LETTER HEAD) (in line with Clause 22.0)

| Tender Ref. No. | |
|---|--|
| Due Date & Time for submission of bid/offer | |
| Due Date & Time for opening of bid/offer | |
| Service Provider's Reference No. and Date | |

| From: | | |
|-------|---|---------------|
| | | |
| | | |
| | | |
| То | | |
| | The Sr. Purchase & Stores Officer | |
| | Purchase, Purchase Unit No | |
| | Vikram Sarabhai Space Centre, Area | |
| | ISRO PO., Thiruvananthapuram - 695 022/69 | 5 013/695 547 |

TENDER FORM

Dear Sir,

I/We shall be bound to provide the services hereby offered upon the issue of the Contract communicating the acceptance thereof on or before the expiry of the last mentioned date. You are at liberty to accept any one or more of the items of services tendered for or any portion of any one or more of the services of such Contract. I/We, notwithstanding that the offer in this tender has not been accepted in whole, shall be bound to provide you such services and such portion or portions of one or more of the services as may be specified in the said Contract communicating the acceptance in line with Clause 16.0. The price quoted by me/us is inclusive of Contributions towards Employer's and Employee's Provident Fund and Contributions towards Employer's and Employee's State Insurance/Medi-claim Insurance as applicable as per relevant rules.

| Tender Reference No.: | |
|------------------------------|--|
| | |

| SI. No. | Category of Work Force | Lumpsum amount per person per month | Employers share of EPF @ 12% | Service charges in percentage | Total Amount (In Rs.) |
|------------|---------------------------|-------------------------------------|------------------------------------|-------------------------------|--------------------------|
| | [A] | [B] | [C] | [E] | [F] |
| 1 | Physiotherapist | 35,000.00 | | | |

- Note: 1. All the rates should be given both in figures and words
 - 2. Quote/Price should be given to the respective category in the above Table only.
 - 3. Evaluation criteria for arriving at L1 shall be 'E'.
 - 4. The rate quoted for the following shall be paid extra subject to a maximum amount mentioned against each.

One Time Cost of Identity Cards for each Service Personnel including GST (if any) shall not exceed Rs. 70/-.

Cost of 2 sets of cotton overcoat including its stitching charges for 2 years for each Service Personnel including GST (if any) shall not exceed Rs.1000/-.

Insurance Premium Charges including GST towards All Risk Insurance Policy for each Service Personnel of the Service Provider with a minimum coverage of Rs. 10 Lakhs for 2 years shall not exceed Rs.750/-.

- 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 as detailed at Clause 3.4 quoted or referred to herein and 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 Contract communicating the acceptance of this tender either in whole or in part.
- 3. I / We understand that the decision for award of Contract will be decided on the sum total of all components listed above.

| | Name & Signature of the Service Provider |
|-------|--|
| Date: | (Seal) |

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. 7 of Annexure-1.
- 3. Please keep and confirm the offer validity minimum 180 days from the date of opening of tender
- 4. Please send the quotations ONLY in 'SEALED COVER' super scribing our Tender Enquiry No. and Due Date by speed post so as to reach us on or before the due date and time. The cover thus prepared should be sent to the following address so as to reach us on or before the due date and time specified in the tender form:

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

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

- 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** for**Rs. 39,650/-.** 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 vendor 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 @ 3% of the order value of the PO. The Security Deposit shall be valid for a period of 60 days beyond the date of completion and acceptance of the PO/Contract. The Security Deposit will be discharged without any interest after completion and acceptance of the Contractual Obligations. In case if the contractor fails to execute the order after submission of SD, then SD shall be forfeited.
- 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.