



सेमी-कंडक्टर लेबोरेटरी/Semi-Conductor Laboratory
अंतरिक्ष विभाग, भारत सरकार/Government of India, Department of Space
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निविदा सूचना संख्या. एससीएल/पीटी/147
TENDER NOTICE No. SCL/PT/147

दिनांक/ Dated: 12.04.2019

निदेशक, एससीएल के लिए एवं उनकी ओर से सेमी-कंडक्टर लेबोरेटरी के प्रमुख क्रय एवं भण्डार, निम्न के लिए दो भागों में ऑन लाइन निविदाएं आमंत्रित करते हैं।

For and on behalf of The Director, Head-Purchase & Stores, Semi-Conductor Laboratory (SCL) invites Online TWO part Tenders for the following:

| क्रम सं. S. No. | निविदा संख्या Tender Number | विवरण Description |
|---|---|---|
| 1 | एससीएल/पीएस5/ 2019ई0133901 SCL/PS5/2019E0 133901 | हाउस-कीपिंग, प्लम्बिंग, सेनेटरी कार्य, बढई, जनरल ड्राईवर्स, डिस्पेन्सरी हेल्पर तथा सुपरवाइजर के लिए अकुशल, कुशल एवं अत्यधिक कुशल कार्मिक की आपूर्ति के लिए दो वर्ष के अनुबंध हेतु। विस्तृत जानकारी के लिए निविदा दस्तावेज देखें। Two year Contract for Supply of Unskilled, Skilled and Highly Skilled Personal for House Keeping, Plumbing, Sanitary Works, Carpenters, General Drivers, Dispensary Helper and Supervisor, as per details given in Tender Document. |
| निविदा दस्तावेज डाउनलोड के लिए दिनांक और समय: Date & Time for download of Tender Form | | शुरू/ Starts: 15.04.2019 से/ from 1701 बजे/hrs. (IST) समाप्त/Ends: 13.05.2019 तक/ at 1030 बजे/hrs (IST) |
| ऑन लाइन निविदा को दो भागों में प्रस्तुत करने की तिथि एवं समय Date & Time of Submission of Online Tenders in TWO Parts: | | शुरू/ Starts: 15.04.2019 से/ from 1702 बजे/hrs. (IST) समाप्त/Ends: 13.05.2019 तक/ at 1100 बजे/hrs (IST) |
| ऑन लाइन निविदाएं खोलने की तिथि एवं समय Date & Time of Opening of Online Tenders | | 20.05.2019 से/ from 1100 बजे/hrs (IST) |

नोट/Note:

1. निविदा दस्तावेज को e-tender portal <https://eprocure.isro.gov.in> से देख सकते हैं और एससीएल की वेबसाइट www.scl.gov.in / इसरो की वेबसाइट www.isro.org /सीपीपी पोर्टल (<http://eprocure.gov.in>) से डाउनलोड कर सकते हैं

Tender Documents can be accessed at e-tender portal <https://eprocure.isro.gov.in> and can be downloaded from SCL website (www.scl.gov.in) /ISRO website (www.isro.gov.in) / CPP Portal (<http://eprocure.gov.in>).

प्रमुख, क्रय एवं भंडार प्रभाग/Head, Purchase & Stores Division

Tender Details

Tender No: SCL/PS5/2019E0133901

Tender Date: 11/04/2019

Purchase Entity: Pur_Entity5

Tender Notice

[SCL] invites ONLINE offers in TWO part system through e-tender portal <https://eprocure.isro.gov.in> for Supply of Unskilled, Skilled and Highly Skilled personnel Tender Documents can be downloaded from April 15, 2019 - 1701 hrs. to May 13, 2019 upto 1030 hrs. The vendors need to get enrolled in the e-tender portal to access tender and submit their offer online. Vendors need to have Digital Signature Certificate as detailed on our e-portal and corporate e-mail ID to register on the above portal. Only online tenders will be accepted. No Manual/Postal/courier/ e-mail/fax tender will be entertained. Please note Tender fee shall not be applicable for tenders submitted on-line through this portal.

Vendors interested to participate in this e-Tender are required to register themselves as vendors, if not already registered, in our e-procurement portal <https://eprocure.isro.gov.in> by downloading plugins and help demos listed on the home page of the e-procurement link mentioned above to complete the vendor registration process. They can seek help from help desk +91 20 2531 5555/ Mobile No.91679 69601 (Email: support.isro@nextenders.com) also the home page of e-procurement portal may be accessed for any technical help for registration and subsequent process. Vendors may please note that without registering in our E-procurement portal they will not be able to quote for this tender.

Tender Attachments

Technical Write-up/Drawings

Attachment - I:

IDT0021620000000000isro05401.pdf

Attachment - II:

IDT0021620000000000isro05402.pdf

Attachment - III:

Attachment - IV:

Attachment - V:

Instructions to Tenderers (PT)

1. Definitions:

1.1 The term Purchaser shall mean Semi-Conductor Laboratory, Department of Space, Government of India.

1.2. The term Contractor shall mean to whom the contract is awarded or their heirs who shall be responsible for supply of Un-skilled, Semi- skilled, Skilled and Highly skilled personnel for a period of two years on contract basis.

1.3. The term Contract shall mean this document consisting of all pages to be signed by the authorized personnel of Purchaser for supply of Un-skilled, Semi-skilled, Skilled and Highly skilled personnel for a period of two years on contract basis.

2. Interested tenderers may, at their option, login to <http://eprocure.isro.gov.in> and submit offers as per details in the tender notification.

3. This being two part Tender-Technical and Commercial parts separate, the bidder should not attach any document(s) containing pricing information alongwith Technical Part. The tenders containing price information in Technical Part will be treated as unsolicited offers and rejected. Prices should be indicated in the Price Bid format only .

4. Request for the extension of the due date will not be considered.

5. SCL reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof. The bidder is at liberty to seek information related to bidding conditions, bidding process and/or rejection of its bid.

6. In this tender either the Indian Agent on behalf of the Principal/OEM or the Principal/OEM itself can bid, but both cannot bid simultaneously for the same item. Indian agents while quoting on behalf of

their principals shall provide necessary latest authorization letter obtained from their Principals/Manufacturers in their bid.

7. Bids submitted other than EGPS mode shall not be considered.

8. SCL reserves the right to verify all claims made by the bidder.

9. SCL reserves the right to change any milestone date of the tendering activity / tender schedule.

10. Tender which is not submitted in terms of instructions mentioned herein is liable to be rejected.

11. If tender opening date happens to be a public holiday, tender will be opened on the next working day and interested bidders may depute their representatives to attend the Tender Opening, with proper authorization.

12. The purchaser shall be under no obligation to accept the lowest or any tender and 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.

13. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.

14. It is to be noted that the drawings, specifications, end-use, etc., given by the purchaser, are confidential and shall not be disclosed to any third party.

15. Prices are required to be quoted according to the units indicated in the Price bid. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

16. The quote should indicate quantity wise unit rate separately which have to be Price bid. The Prices are to be mentioned both in figures as well as in words. The taxes, duties etc. are to be calculated and indicated in the column provided in online forms explicitly.

17. Bidders are expected to comply with commercial and other terms and conditions given in vendor specified terms of this tender. In case of any deviation, the reasons thereof should be clearly specified in the vendor specified terms column.

18. The tenderer would provide, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser during evaluation of tender.

19. Subletting and Assignment: The contractor/supplier cannot sublet, transfer or assign the order/Contract or any part thereof or interests therein or benefit or advantage thereof in any manner whatsoever, to any other party save with the previous written consent of the purchaser. Such consent by the purchaser, however, shall not relieve or discharge the contractor/supplier from any obligation, duty or responsibility under the Purchase Order/ Contract.

20. The contractor/supplier shall indemnify the purchaser against Workmen Compensation Act.

21. The authority of the person submitting the tender, if called for, should be produced.

22. The bids shall be opened on 1st day of opening schedule as indicated in the Tender Notice in the presence of the bidders/their authorized representatives who may like to attend the tender opening against presentation of Authorization letter.

Due to any breakdown in server/link, bid opening will be continued on the following dates. The schedule of opening of Price bids shall be intimated separately to the technically qualified bidders only.

23. PROCEDURE FOR EVALUATION OF TENDERS:

Technical Evaluation Criteria:

Vendor meeting the eligibility criteria and basic requirement mentioned in SCL Tender shall be considered to be technically qualified.

Evaluation of Price Bids:

The following elements shall be considered for evaluation of Priced Commercial offer:

a. Price quoted by the bidder in the price bid template for meeting the requirement given in the Tender. Bid shall be evaluated on overall cost basis.

b. Compliance with the Payment Terms prescribed in this tender document. In the event, the bidder offers Payment Terms stringent than SCL prescribed Payment Terms, the bid of the bidder shall be loaded based on Base Rate of SBI prevailing on the date of opening of price bids.

c. In the event of the bidder requiring SCL to bear bank charges outside India (foreign bank charges), the bid of those bidders shall be loaded at the rate 0.5 percent of the value towards bank charges outside India.

24. The details of License if any, will be furnished in the Purchase Order.

25. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the

security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

26. SECURITY INTEREST:

On each item to be delivered under this Contract, including an item of work in progress in respect of which payments have been made in accordance with the terms of the Contract, purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the purchaser in accordance with the terms of the Contract. Such security interest of the purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any entity.

27. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

Where counter terms and conditions/printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the purchaser unless specific written acceptance thereof is obtained.

28. CONTRACTORS DEFAULT LIABILITY:

The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

- a) If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.
- b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

Bid Templates

Scope of Work

Item Specifications

| Sl. No | Specifications | Compliance (Yes /No) | Offered Specifications | Remarks |
|--------|--|----------------------|------------------------|---------|
| 1 | Highly Skilled (SCL Premises + SCL Housing)= 7Nos. (Carpenter+ Dispensary Attendant + Supervisor +Electrician etc)a. Carpenter Grade-1: Interior works like Aluminum partitioning/ Framing / ceiling /Flooring / carpentry works etc.b. Dispensary Attendant: SCL ambulance Roomc. Electrician Grade -1 – 04 Nos. : Electrical works in SCL Housing Colony.d. Supervisor – 01 No.: Supervision of all jobs covered under the contract for SCL premises and SCL Housing Colony. | | | |
| 2 | Skilled Workers (SCL Premises + SCL Housing) = 19 Nos. (Assistant Supervisor, Carpenter Grade-2, Plumber, Canteen cook, Xerox machine operator, STP operator, Security Guard, General CAR driver and laundry operator)To perform the specific job in respective fields as per the SCL requirement. | | | |
| 3 | Unskilled Workers (SCL Premises + SCL Housing)= (60Nos.)Housekeeping, Road, Roof & drain cleaning Debris Clearance etc. | | | |

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| | as per SCL requirement. | | | |
| 4 | I. The car Driver should have valid Driving License-commercial to drive SCL's vehicles such as Tata Indigo/Indica/ and Toyota Innova Car(s), Fork Lift etc. can maintain regular maintenance and up keep of SCL's cars and also maintain Log book. | | | |
| 5 | II. The above number of worker's requirement is tentative and the actual number may vary as per the requirement of SCL during contract which shall be part of terms & conditions of the contract. | | | |
| 6 | III. Electrician shall possess minimum qualification of ITI in Electrical Trade with minimum 2 years of experience. | | | |

Contractors/Parties who meet the following criteria shall only be eligible for consideration

Item Specifications -I

| Sl. No | Specifications | Compliance (Yes /No) | Offered Specifications | Remarks |
|--------|---|----------------------|------------------------|---------|
| 1 | Contractor/parties should be registered with labour Department: Self attested copy of Registration certificate be enclosed as a proof. | | | |
| 2 | Should have satisfactorily completed two contracts of man power supply with minimum of 40 personnel per month consisting of any Unskilled, skilled or Highly Skilled personnel for a period of one year during the last 7 years ending previous day of last date of submission of bids.: Certified copy of work orders and completion certificates issued by the authority concerned to establish work experience.Completion certificates for works issued by private parties shall be supported by TDS (Tax Deduction at Source) certificate to be enclosed. | | | |
| 3 | Should have had average annual financial turnover not less than 30% of the estimated cost of the work during the last three years ending 31st March of preceding year.(2017-18)Certified copy from Chartered Accountant for the Annual Financial turnover and balance sheet showing Profit & Loss to be enclosed. | | | |

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| 4 | Should not have incurred any loss in more than two years during the last five years ending 31st March,2018:Certified copy from Chartered Accountant for the Annual Financial turnover and balance sheet showing Profit & Loss to be enclosed. | | | |
| 5 | Should have a solvency of 40% of the estimated cost of the work.Current solvency certificate from anyScheduled Bank to be enclosed. | | | |
| 6 | The bidding capacity of the contractor should be more than the estimated cost of the work put to tender. The bidding capacity shall be worked out and declared by the tenderer and enclosed with the request for tender document based on the formula:(A \times N \times 2)-BWhere,A- Maximum value of work executed in one year during last 5 years at current price level taking into account the work completed as well as work in progress.B- Value of existing commitments and ongoing work to be completed during the next 'N' years at current price level. N- Number of years prescribed for completion of the subject contract for which bids are invited.I. Statement showing the value of existing commitment and ongoing works as well as the stipulated period of completion remaining for each of the works listed to | | | |

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| | be furnished. II. Current costing level for value of work may be worked out as mentioned in the note (ii) above. | | | |
| 7 | Should have EPF and ESIC registration: Copy of EPF and ESIC registration number to be enclosed. | | | |
| 8 | Contractor/parties should have valid PAN: Copy of self attested PAN certificate be enclosed as a proof. | | | |
| 9 | Contractors/parties should have registered with GST Authorities: Copy of self attested GST registration certificate be enclosed as a proof. | | | |
| 10 | Administrative charges: Contractor shall be awarded contract to the tenderer, who quote the lowest offer of Administrative charges in percentage of basic minimum wages. However offers with 0% value of Administrative charges shall be straightway rejected. | | | |
| 11 | Contractor is required to pay the minimum wages of Centre or Punjab whichever is higher to the contractual personnel including ESI, EPF & Bonus as per applicable statutory requirement. | | | |

Vendor Specified Terms

Tender No: SCL/PS5/2019E0133901

| Description | Vendor Terms |
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| <p>1)The interested parties confirm that they have requisite infrastructure and expertise for similar work in major organizations to carry out the jobs for supply of Unskilled, Skilled and Highly Skilled Personnel for House Keeping, Plumbing and Sanitary Works, Carpenters, General Drivers, Dispensary Helper and Supervisor Unskilled, Skilled and Highly Skilled Personnel for House Keeping, Plumbing and Sanitary Works, Carpenters, General Drivers, Dispensary Helper and Supervisor etc, having ESIC & EPF Registration, may apply with complete details indicating their organizational structure and list of similar jobs executed / in hand.</p> | |
| <p>2)Contract shall be valid for 02 (Two) years from the date of award of contract. However, SCL shall reserves the right to extend the contract for a period of one year with the same terms and conditions.</p> | |
| <p>3. SECURITY DEPOSIT:</p> <p>a)On acceptance of the tender, the Contractor shall submit security deposit for ten percent (10 percent) of the value of the Contract within 15 days from the date of contract . If the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and SCL shall be entitled to make other arrangements for the re-contract the contracted at the cost and risk of the Contractor.</p> <p>b) Security Deposit shall be submitted through Demand Draft /Bankers Cheque/ fixed deposit receipt or Bank Guarantee from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, and shall be valid for a period of sixty (60) days beyond the date for completion of the Contract.</p> | |

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| <p>c) In case the contractor fails to furnish the security deposit within the specified date or extended due date, the Contract shall be cancelled, and the EMD, if any, made earlier shall be forfeited, and, in addition, appropriate penal action may also be considered.</p> <p>d) After the Contract is successfully executed in all respects, the Bank Guarantee towards Security Deposit may be discharged refunded to contractor.</p> <p>e) In the event of non-execution of the contract or breach of any terms and conditions of the contract , the Security Deposit shall be forfeited.</p> | |
| <p>4. Contractor shall confirm that supply of Unskilled, Skilled and Highly Skilled Personnel based on the minimum wages prescribed as per notification issued by Ministry of Labour and Employment Notification as applicable in Mohali (Punjab). However, in case of the revision of minimum wages, the same will be revised as and when revised by Central/State Govt. through Notification for the supply of Un-skilled, Semi-skilled, Skilled and Highly skilled personnel.</p> | |
| <p>5. Important :</p> <p>5.1 This being two part Tender :Technical and Commercial parts separate, the bidder should not attach any document(s) containing pricing information alongwith Technical Part.</p> <p>5.2. The tenders containing price information in Technical Part will be treated as unsolicited offers and rejected. Contractor to confirm that Price information is not attached in Envelope 1 i.e. Technical Part</p> <p>5.3. Wages Rate should be filled in Part-2 envelope i.e. Price Bid Form.</p> <p>5.4. Additionally Contractor shall quote the following Price break up/ information as an attachment and should be uploaded in Envelope-2</p> | |

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| <p>(Price Bid) under Supporting Documents from Vendor (Commercial), as an attachment:</p> <ol style="list-style-type: none"> 1. Present rate of EPF (on basic wages) 2. Present rate of ESI (on basic wages) 3. Minimum Bonus 4. Applicable Service charges/ Administrative charges (on basic wages) 5. Present rate of GST | |
| <ol style="list-style-type: none"> 6.1. Contractor shall confirm that the minimum wages Central or State Govt. whichever are higher are payable and in case of revision of minimum wages stand revised as and when revised by Central/StateGovt Notification, are payable. 6.2 Contractor shall confirm that the revised rates shall be applicable from the date of applicability as notified in the Govt. Notification and arrear if any shall also be paid accordingly. 6.3 The EPF, ESIC and GST shall be payable extra at the prevailing date of billing. In case there is any change declared by the Central Govt. during the contract period, the same shall payable accordingly. | |
| <p>7. The requirement mentioned is tentative. The supply of personnel shall be on daily basis as required basis. If any additional personnel are required, the Contractor should provide the same within 2 days notice.</p> | |
| <p>8. LIQUIDATED DAMAGES/FAILURE OF SUPPLY OF MANPOWER:</p> <p>If the Contractor fails to supply the labour as per requirement , the purchaser shall recover from the Contractor as liquidated damages /</p> | |

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| <p>penalty of a sum of one-half of one percent (0.5 percent) of the Contract price of the short supply for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed.</p> | |
| <p>9. The manpower of the Contractor would not be entitled to subsidized food as provided to SCL employees. If they need it, they can avail of it at the un-subsidized cost prescribed by SCL.</p> | |
| <p>10. The successful bidder shall obtain Labour license from the Labour Department, Central Govt. under the Contract Labour (Regulation & Abolition) Act within one month from the date of award of contract and submit the same to SCL. The bidder shall also provide to SCL, copies of statutory challans & periodical inspection reports. For this purpose, the contractor should maintain statutory records, such as Attendance Register, Payment of wages register, ESI & PF records and compliance with all statutory provisions of various labour laws under his own code/Registration Nos. and these records should be made available to SCL as and when required for inspection.</p> | |
| <p>11. The contractor should ensure that salary is disbursed to the workers on (or before) the 7th of every month in cash or through bank by way of transferring the same to their respective accounts. For this purpose, he shall prepare and submit the Attendance Register every monthly by 2nd working day of the following month. After verification of the same by the CMD of SCL, the contractor should prepare the salary bill and disburse the salary by 7th of every month and after payment of salary, submit the bill to CMD of SCL for reimbursement. The bill should invariably show details of ESI/PF payable on behalf of the workers deployed in SCL during the calendar month including their ESI and PF numbers.</p> | |

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| <p>12. All payments to contractor shall be made after deduction of TDS, as applicable and the necessary certificate in this regard shall be provided by SCL within a period of four weeks.</p> | |
| <p>13. For the purpose of calculation of daily rate of wages and total wages bill, the month will be considered consisting of 26 working days and working of 8 hours each excluding rest interval.</p> <p>14. 03 National Holidays (26th January, 15th August and 2nd October) will be paid holidays. If at all any worker perform duty on these days due to exigencies he will be paid double of his wages.</p> <p>15 . During the calendar year, additional another 04 Gazetted Holidays will be paid (Diwali, Dusshera, Holi, Christmas Day) and if any workers performs duty on these days, he will be paid single of his wages.</p> | |
| <p>16. The contractor will maintain the strength of 86 workers on all days during the month; for the purpose of weekly off to the workers he will keep the required strength separate with him . Weekly off will not affect the required strength of 86 workers in any way.</p> <p>17. Additional/Specific manpower Requirement:</p> <p>The contractor shall be required to supply additional personnel with specialized skills at short notice on need basis and their wages shall be as applicable as per the minimum wages. However, other Terms & Conditions of the contract including but not limited to EPF & ESI deductions /depositions, Service Tax, Administrative/Service charges etc. shall remain same as stipulated in the contract.</p> | |
| <p>18. The driver(s) provided by the contractor should be above the age</p> | |

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| <p>of 21 years, minimum qualification Matric pass, having minimum 3 years experience in light vehicle Drivers (LCD/SUV) and possessing valid driving licence and having good driving skill. They should be in good physical health. The contractor will not appoint any person who is convicted by any court of law for any offence or whose services has been terminated/dispensed with by SCL or his previous employer on any disciplinary charges.</p> | |
| <p>19. The contractor should give due preference and encouragement to ex serviceman as far as possible while deploying drivers and security guards.</p> | |
| <p>20. In the event of the third party being involved and case being considered by a Court of Law such as MACT and decrees awarded, it is to be noted that under section 140,146 (2) of the Motor Vehicles Act. 1988, it is for the owner of the vehicles to deal with with compensation awarded.</p> <p>21. The personnel provided by the contractor shall be required to regularly wear reflective safety work jacket, to be supplied by the Contractor at his cost, while on duty at SCL.</p> | |
| <p>22. The personnel provided by the contractor will be allowed to enter SCL premises only on identification through the ID cards and the same to be supplied by SCL.</p> <p>23. The personnel provided by the contractor are liable for the security regulations of SCL.</p> | |
| <p>24. The contractor shall engage workers above the age of 18 years and in good physical health. He will not appoint any person who is convicted by any court of law for any offence or whose services has been terminated/dispensed with by SCL or his previous employer on</p> | |

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| any disciplinary charges. | |
| 25. The contractor will have to get his employees insured under the ESI Act and proper declaration & nomination forms of ESI/PF must be got filled in by the individuals before such employees are deployed on the job assigned to them and shall submit the relevant records as and when required by SCL for inspection. | |
| 26. The contractor shall be totally responsible for day to day activities concerning its personnel engaged for the work assigned to them. In case of complaint against any worker for misconduct, the order of SCL management shall be binding on the contractor. | |
| 27. SCL reserves the right to accept or reject the tender in whole or part thereof without assigning any reason whatsoever. | |
| 28. Insurance of the personnel of the Contractor deployed for work shall be arranged by the Contractor at his cost and shall be the responsibility of the Contractor. The Contractor shall indemnify SCL against any claim arising out of injury/accidents/ mishaps to any of the personnel of the contractor during work. | |
| 29. WAGES : The contractor shall pay the wages to the labour not less than the minimum wages prescribed by Central Government or Punjab Govt. from time to time as applicable in Mohali (Punjab) which so ever is higher to the contractual personnel. The contractor shall comply as all the statutory requirements towards PF, ESI etc. which are to be observed scrupulously by the contractor. | |
| 30. In case of any theft/pilferages due to the negligence of the workers during the tenure of contract, the contractor shall be responsible for the same and loss to be recovered from the bill of contractor. | |

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| <p>31. VALIDITY :</p> <p>The tender must be valid for a minimum period of 120 days from the date of opening of Technical bid and 90 days after opening of Price bid.</p> <p>The tender where the validity period is shorter than the period specified in the tender enquiry, shall be excluded from the procurement process.</p> | |
| <p>32. The contractor shall arrange Police verification of the personnel being deployed against this contract at no extra cost to SCL.</p> | |
| <p>33. APPLICABLE LAW:</p> <p>The contract shall be interpreted, construed and governed by the Law of India.</p> <p>The contract shall be subject to the exclusive jurisdiction of the court of SAS Nagar (Mohali), Punjab, India, irrespective of anything mentioned in any correspondence or otherwise.</p> | |
| <p>34. TERMINATION OF CONTRACT :</p> <p>In the event of the contractor s failure to execute the contract as per terms and conditions mentioned therein, SCL reserves the right to terminate the contract without any obligations with one month notice.</p> <p>If Contractor wishes to terminate the contract, three months prior notice shall be required.</p> | |
| <p>35. Arbitration:</p> <p>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</p> | |

| | |
|--|--|
| <p>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 New Delhi in the Arbitration and Conciliation Centre New Delhi (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.</p> | |
| <p>36. Any other terms</p> | |

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

| Item Description | Slab Range | Qty | UOM | Currency | Unit Price | Total Price |
|---|-------------------|------------|------------|-----------------|-------------------|--------------------|
| Unskilled Canteen Helper Unskilled Canteen Helper | - | 14 | Bot | - | - | - |
| Unskilled Housekeeping General Unskilled Housekeeping General | - | 46 | Bot | - | - | - |
| Skilled Assistant Supervisor Skilled Assistant Supervisor | - | 1 | Bot | - | - | - |
| Skilled cook Skilled cook | - | 4 | Bot | - | - | - |
| Skilled Carpenter Skilled Carpenter | - | 3 | Bot | - | - | - |
| Skilled general Driver Skilled | - | 2 | Bot | - | - | - |

| | | | | | | |
|--|---|---|-----|---|---|---|
| general Driver | | | | | | |
| Skilled plumber Skilled plumber | - | 1 | Bot | - | - | - |
| Skilled STP Operator Skilled STP Operator and laundry machine operator | - | 4 | Bot | - | - | - |
| High Skilled – Electricians High Skilled – Electricians | - | 4 | Bot | - | - | - |
| High Skilled Dispensary Helper High Skilled Dispensary Helper | - | 1 | Bot | - | - | - |
| High Skilled Carpenter High Skilled Carpenter | - | 1 | Bot | - | - | - |
| High Skilled Supervisor High Skilled Supervisor | - | 1 | Bot | - | - | - |
| Skilled Xerox Machine Operator Skilled Xerox Machine Operator | - | 1 | Bot | - | - | - |

| | | | | | | |
|---|---|---|-----|---|---|---|
| Skilled Security Guard Skilled Security Guard | - | 3 | Bot | - | - | - |
|---|---|---|-----|---|---|---|

Break-up of other taxes and other costs should be specified in respective narration columns.

Sum of these Break-up values should be specified in respective value columns.

Supporting Documents from Vendor (Commercial)

Document attachment with price bid

Attachment - I:

Attachment - II: