

GOVERNMENT OF INDIA :: DEPARTMENT OF SPACE  
SATISH DHAWAN SPACE CENTER SHAR :: SRIHARIKOTA – 524 124  
SRI POTTI SREERAMULU.NELLORE DISTRICT (A.P)

**TENDER NOTICE NO. SDSC SHAR/Sr.HPS/PT/01/2019-2020**

On behalf of President of India, Sr. Head Purchase and Stores, SDSC SHAR, SRIHARIKOTA invites **on line quotations** for the following.

SI No	Ref. No.	Description	Qty.
01	SHAR CMD 2019 0 10406 e-procurement [Two Part basis]	Comprehensive Annual Maintenance Contract for AC and REF Units at SDSC SHAR, Sriharikota and Chennai for the period of Two years from 01.10.2019 to 30.09.2022	1 LS
02	SHAR SPP 2019 0 10564 e-procurement [Single Part basis]	Design, preparation of Fabrication, machining, supply, inspection and testing for Horizontal Support Structure for NDT Facility	1 No.
03	SHAR CMD 2019 0 10693 e-procurement [Two Part basis]	Supply, Installation, Testing, commissioning of Panel Boards and Sandwich Bus Trunking system	1 Lot
04	SHAR SC 2019 0 10721 e-procurement [Two Part basis]	Rate Contract for Hiring of Light Vehicles for the period of Two years	1 Lot
05	SHAR SC 2019 00 10779 e-procurement [Single part basis]	Services providing security services for three housing colonies of SDSC SHAR, Sullurupeta	1 Lot

Last Date for downloading of tender documents : 29.04.2019 at 16:00 hrs.  
Due Date for submission of bids online : 29.04.2019 at 16:00 hrs.  
Due Date for Bid Sealing on : 29.04.2019 at 16:01 hrs. to 29.04.2019 at 17.30 hrs.  
Due Date for Open Authorization : 29.04.2019 at 17.31 hrs. to 01.05.2019 at 17:00 hrs.  
Due Date for opening of tenders : 02.05.2019 at 14:30 hrs.

**Instructions to Tenderers:**

**No tender fee shall be applicable for tenders submitted through EGPS**

01. For full details/scope of work and terms and conditions etc., please see the enclosed annexures.
02. Interested tenderers can download the e-tender from ISRO e-procurement website <https://eprocure.isro.gov.in> and submit the offer on line in the e-procurement portal. Offers sent physically by post/courier/in person will not be considered.
03. Tender documents are also available on ISRO website [www.isro.org](http://www.isro.org); ISRO e-procurement website <https://eprocure.isro.gov.in> and SDSC SHAR, Sriharikota website [www.shar.gov.in](http://www.shar.gov.in). The same can be down loaded and offer submitted on line in the e-procurement portal.
04. Quotations received after the due date/time will not be considered.
05. The tender documents are available for download upto **29.04.2019 at 1600 hrs.** and **last date for submission of tenders on line 29.04.2019 at 1600 hrs.** and **Tender Opening on 02.05.2019 at 14:30 hrs.**
06. Sr. Head, Purchase and Stores, SDSC-SHAR, Sriharikota reserves the right to accept or reject any/or all the quotations.

DT: 03.04.2019

Sr. HEAD, PURCHASE AND STORES

**REQUEST FOR PROPOSAL**  
**FOR**  
**PROVIDING LIGHT VEHICLE DRIVING SERVICES**  
**AT SDSC SHAR**

**SATHISH DHAWAN SPACE CENTRE SHAR**  
**SRIHARIKOTA - 524124**

TERMS AND CONDITIONS FOR SERVICE CONTRACT FOR PROVIDING SERVICES OF DRIVERS  
AT SDSC SHAR.

1. Preamble:

1.1 SDSC SHAR is situated at SRIHARIKOTA, SPSR NELLORE, ANDHRA PRADESH. This rate contract is for providing light vehicle driving services to SDSC SHAR as and when required on monthly basis for a period of two years. The bidder should be in a position to provide drivers as per the department requirement as and when required (A minimum of 30 drivers are required throughout the contract period and the requirement may go up to 50 drivers on a monthly basis). During the launch campaign period the additional requirement may be around 5 Nos for about two months. The bidder shall be able to meet further additional demand based on request from SDSC SHAR.

1.2 SDSC SHAR reserves the right to split the order/ modify the apportionment from time to time among the selected service providers based on the approved L1 rates. SDSC SHAR may award 70% of order on L1 and remaining 30% of order may be awarded to L2 vendor on the counter offer of L1 rate.

2. Scope of Work of contract:

Service Provider shall provide driving services to SDSC SHAR as per the details given below:

2.1 Qualification of the service personnel:

The drivers deployed for providing driving service shall be reliable, well dressed & well-behaved. They should have the following criteria.

- a. Should possess valid LIGHT VEHICLE Driving License for driving TRANSPORT vehicles and should be in a position to drive any type/class of light vehicle possessed by SDSC SHAR .
- b. Should have worked as a Driver with reputed Organizations for more than 2 years.
- c. Shall be educated (10<sup>th</sup>) and shall have the ability to read, write and speak English, Hindi and Telugu.
- d. Shall be physically fit.
- e. Should not be more than 55 Years of age and not less than 21 years.
- f. Should be capable to carryout minor repairs, if necessary.

2.2 The character and antecedents of all service personnel to be deployed by the service provider will be subject to appropriate verification Clearance and satisfaction of the service provider, and intimated to the HEAD, TOMD, and SDSC SHAR. Police verification along with the address proof of each work force deployed, has to be carried out by the service provider and submit the report to HEAD, TOMD, SDSC SHAR before deploying.

2.3 On award of the contract, the service provider should provide a list of Drivers along with their bio-data, two stamp size photos, copy of valid self-attested Driving License, police verification report and proof of educational qualification.

- 2.4 Drivers who will be deployed against the proposed contract will be subjected to health check up and medical certificate to be submitted in this regard. Service provider should submit the bio-data along with declaration regarding the driving skill. After verifying the data submitted by the service provider, the driver will be engaged with the approval of DGM, TOMD.
- 2.5 SDSC SHAR reserves the right to reject any of the personnel deployed by the Service provider without assigning any reason.
- 2.6 The duty hours of the drivers will be 8.30 Hrs with a break period of 30 min for lunch/dinner. The timings will be as per requirement and in general, duty hours will be between 9.00 Hrs. to 17.30 Hrs. This may vary as per Centre's requirements. In case of need the personnel may have to perform extra duty, for which rate per hour will be paid extra.
- 2.7 DGM, TOMD, SDSC SHAR or his authorized representative will give necessary briefing to the driver to carry out the duties assigned on a daily/weekly /monthly basis and the driver shall carryout such duties without fail. The responsibility to ensure that the driver obey and comply with such instructions will be that of the Service Provider.

The service personnel deployed at SDSC SHAR shall perform the following duties.

- a. The Driver deployed shall report for duty well in time and strictly follow the rules and regulations regarding safety and security of this office.
- b. Driver shall provide conveyance to officials between Sullurpet to different areas of SDSC SHAR and conveyance to senior officials from their residence to SDSC SHAR.
- c. Should be ready to perform duties beyond and outside duty hours on all the days including Sundays/holidays.
- d. Should always carry the Identity Card displaying the name of the firm and driving license, while on duty.
- e. Should maintain the vehicles in neat and tidy condition.
- f. Should be reliable, well dressed and well behaved.
- g. The driver shall follow all traffic rules and regulations scrupulously.
- h. The Driver deployed for duty at SDSC SHAR shall be in proper uniform prescribed by Motor Vehicle Department, A.P and shall be courteous and well behaved.
- i. The Driver shall regularly take proper care of the vehicle assigned to him which includes filling of fuel, checking tyres, air pressure, engine oil level, radiator coolant, brake fluid etc.
- j. Any defect found in the vehicle shall be reported to the HEAD, TOMD or his authorized representative by the Driver for arranging repairs / replacement of spares.
- k. The Driver shall not tamper with /pilfer any parts of the vehicles and shall write the log book properly and he will not carry any unauthorized passengers. In case if it is found that unauthorized passengers are being found in our vehicles, a fine of Rs.1,000/- per instance will be recovered from the bills of the Service Provider. Driver found in default in any such mal-practices shall be withdrawn and replacement driver to be provided by the Service Provider.

- l. Maintain the Logbooks on a day to day basis and report any complaint to the HEAD, TOMD, SDSC SHAR.
  - m. The Service Provider will be required to follow the security requirements such as providing a valid Pass/Identity Card to Drivers while deploying in SDSC SHAR and ensure high order of discipline while on duty.
  - n. The Driver deployed is not authorized to communicate any official information he may come across during his working at SDSC SHAR.
  - o. The Driver deployed should not consume alcohol while in duty.
  - p. Any other work as directed by HEAD, LVMO, TOMD, SDSC SHAR
- 2.8 It is the sole responsibility of the service provider to ensure that the personnel deployed perform the duties mentioned above.
- 2.9 Any violation of traffic rules and regulations by the driver(s) will be at the risk of the Service Provider and consequent fines and other sundry expenses will be borne by the Service Provider. SDSC SHAR will not be responsible for violation of traffic rules and regulations by the driver.
- 2.10 The Service Provider should take care of the Medical/Legal expenses relating to injury/death caused to the driver while on duty. The Service Provider should take adequate insurance coverage to the individual driver by CAR [Comprehensive All Risks] policy.
- 2.11 In the event of the service provider not deploying the agreed number of personnel, or if the works envisaged in the specification are caused to suffer either in quality or quantity due to non-deployment of the adequate number of personnel, SDSC SHAR shall recover an amount Rs 500 per person per day from the service provider. The service provider shall have no claim whatsoever in this matter and the decision of SDSC SHAR shall be final and binding.
- 2.12 Withholding Payments: In addition to resorting to any other remedy provided under the law, SDSC SHAR may withhold payments to Contractor, in whole or in part, without the work stoppage by Contractor, in the event it is determined that (i) Contractor has failed to perform any of his duties or obligations as set forth in this Contract; or (ii) has failed to meet or conform to any applicable specifications. No interest shall accrue or be paid to Contractor on any other amounts so withheld by SDSC SHAR.
- 2.13 The personnel deployed must be in complete uniform with color specifications and pattern approved by Motor Vehicle Department, A.P. They should be supplied by the service provider at his own cost. In case if the work force is found working without uniform a penalty of **Rs.50/-(Rupees Fifty) per day per person** will be levied and deducted from the bill of the service provider.
- 2.14 Changing of the Service personnel deployed should be intimated to HEAD, TOMD, SDSC SHAR well in advance.
- 2.15 The service provider or his personnel shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 2.16 If any of the person(s) is/are found unacceptable for any reason, the Service provider shall be required to substitute him by another suitable person within a reasonable time with prior intimation to HEAD, TOMD, SDSC SHAR.
- 2.17 In case of substitution/replacement of any personnel due to leave/resignation etc, the service provider has to ensure that the replacement should fulfill the qualification criteria

as envisaged in clause 2.1. Such substitution/replacement should be done with prior intimation to HEAD, TOMD, SDSC SHAR and only after his approval, the changes shall be done.

- 2.18 The Service Provider shall identify a coordinator who would be responsible for immediate interaction with SDSC SHAR so that optimal services of the personnel deployed by them could be availed without any disruption.
- 2.19 The Service Provider driver shall make his own arrangements at his cost to attend the duty at SDSC SHAR.
- 2.20 The service provider will be totally responsible for the duty and behavior of the personnel provided by him.
- 2.21 Department canteen facility will be extended to the drivers at the rates applicable to the contractor.

3. **Period of contract**

- 3.1 The proposed contract is for a period of 24 months. Based on satisfactory performance during the first THREE months, the contract shall continue for the remaining 21 months unless it is curtailed or terminated by SDSC SHAR owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the job requirements with 30 days notice. The Contract shall automatically expire unless extended further by the mutual consent of contracting agency and SDSC SHAR.
- 3.2 The period of contract may be extended for a further period of one more year on the same terms and conditions upon mutual consent and based on the requirement of SDSC SHAR or may be curtailed as decided by SDSC SHAR. In case of an extension, the unit rate of the contract for the extended period, shall be based on the proportionate increase between Unit rate for First Year and Unit rate for Second year of the contract on mutual consent basis.

4. **Eligibility Criteria for qualification of Techno-commercial bids.**

The Service Provider to be eligible for technical qualification MUST satisfy the following conditions / qualification criteria. Any Service Provider not fulfilling any of these conditions / requirements would be classified as 'technically disqualified'. Price bids of such bidders will not be opened.

- 4.1 The service provider should have their registered office at Sullurpet or should open a office at Sullurpet within 15 days after awarding the contract for better co-ordination. Detailed office Address of the Firm/Agency along with contact numbers shall be provided.
- 4.2 The Service provider should have at least 05 driver(s) on their payroll and registered under ESI & EPF. The list of staff and copy of challan for payment of ESI & EPF shall be provided.
- 4.3 The party shall be register at Central/State Govt. for providing the services of drivers before FIVE years to tender closing date.
- 4.4 The Service Provider should have executed at least 1 contract (for a period of minimum two years) with at least 5 workforce for providing services of drivers in any establishment during the last 5 years. Copies of such contracts and feedback from such contracts shall be provided. SDSC SHAR reserves the right to make enquiries from such clients about the work, conduct, performance, quality of service and such other related general enquiries about the Service Providers. The Service Provider should have no objection to making such enquiries from their existing / past clients by SDSC SHAR.

- 4.5 Service Provider should not have been 'blacklisted' by any of their existing / past clients, especially any Government Department / organizations, in the last 5 years for defective / deficient service or any such reasons. Undertaking to be furnished by the Service Provider that the Service Provider is having no legal suit/criminal case pending against firm/partners/its proprietor or any of its Directors (in the case of Private Ltd. Company) or having not been earlier convicted on grounds of moral turpitude or for violation of laws in force. Service Provider should submit a declaration to this aspect as per Annexure - 3.
- 4.6 In addition to submission of above documents, the service provider should submit self-attested copy of the following documents in the Techno-commercial bids.
- a. Establishment Registration Certificate issued by Central / State Govt. for providing services of drivers.
  - b. PAN Card
  - c. GST Registration Certificate
  - d. Professional Tax Registration Certificate.
  - e. Self-attested copy of the terms and conditions of the tender document.
  - f. Any other Registration (if applicable).

5. **Legal Terms:**

- 5.1 The Service Provider shall abide by all the law of land including Labour Laws, [CL regulation, EPF, ESI, Minimum Wages, Bonus etc Acts], Companies Act, Tax deduction liabilities [IT, service tax, etc], welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Service Provider and it shall not involve SDSC SHAR in any way whatsoever. SDSC SHAR shall in no way be responsible for any default with regard to any statutory obligation. Compliance of these provisions shall be ensured by the service provider at the time of making monthly payments & submission of claims to SDSC SHAR for reimbursement.
- 5.2 The personnel provided by the Service provider under this contract will not be the employee of SDSC SHAR and there will be no employer-employee relationship between SDSC SHAR and the person so engaged by the service provider in the aforesaid services.
- 5.3 The status of the contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this contract are not employees or agents of SDSC SHAR simply by virtue of work performed under this contract. Neither the Contractor nor his employees shall be considered as employees of SDSC SHAR. No right for subsequent regularization exists.
- 5.4 The service provider will discharge all his legal obligations in respect of the workers deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The service provider shall indemnify and keep indemnified SDSC SHAR from any claims, 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 SDSC SHAR shall be final and binding on the service provider.
- 5.5 The timely payment of remuneration to the personnel deployed and EPF, ESI & Bonus shall be the sole responsibility of the Service Provider. SDSC SHAR shall in no way be responsible for any default with regard to any statutory obligation.

- 5.6 Service Provider shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by them to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 5.7 ISRO shall not be liable, under any circumstances, for any of the following:
- a. The payment of unemployment compensation to Contractor's employees;
  - b. The payment of employees' compensation claims, which occur during the contract or extend beyond the date on which the contract terminates;
  - c. Any costs incurred by Contractor during performance of the contract;
  - d. Any damages due to commitments made by the Contractor;
  - e. Any taxes Contractor may owe in connection with the performance of this contract;
- 5.8 The Service provider shall take all safety precautions required for the execution of the work. SDSC SHAR will not in any way be responsible for injury/damage that may be caused to the Service provider or his workers during the execution of the work.
- 5.9 The Service provider shall submit a declaration to the effect that none of the personnel deployed by him has a criminal background, to SDSC SHAR before executing the work assigned to him.
- 5.10 INSURANCE:
- a. **Government Vehicles are NOT insured and the Service Provider shall take care of the medical/legal expenses relating to injury/death caused to the driver or any third party while on driving service. SDSC SHAR shall not be liable for any compensation/reimbursement on this account.**
  - b. SDSC SHAR shall bear no responsibility whatsoever for the death/damages/injuries sustained by any of the drivers while on duty and the service provider shall make his own arrangement for life and medical insurance of his workforce deputed for the work. A copy of the same shall be sent to us for records.
- 5.11 Any loss or damage caused to SDSC SHAR properties etc., inside the premises must be made good by the service provider according to the decision taken by SDSC SHAR, at his own cost, failing which cost thereof, shall be recovered from the running bills/ security deposit of the service provider. The loss/damage caused to the SDSC SHAR vehicles should be made good by the Service Provider, in case the loss/damage is due to the negligence of the contract driver.
- 5.12 It is to emphasize here that this contract is purely a "WORK CONTRACT" intended for carrying out all the works detailed in this Annexure and at no stage this should be construed/ interpreted as a LABOUR CONTRACT.
- 5.13 In case of termination of this contract on its expiry or otherwise, the workforce deployed by the Service Provider shall not be entitled to and shall have no claim whatsoever for any kind of regular employment in DOS/ISRO.
- 5.14 The Service Provider shall be solely responsible for the redressal of grievances / resolution of disputes relating to workforce deployed. SDSC SHAR shall, in no way, be responsible for settlement of such issues whatsoever.
- 5.15 Any other terms, conditions or clauses not covered in this document shall be in accordance with the concerned Labour and other statutory rules/acts.
- 5.16 In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof if SDSC SHAR is put to any loss / obligation, monetary or otherwise, SDSC SHAR will be entitled to get itself reimbursed either out of the



outstanding bills or from Security Deposit, to the extent of the loss or obligation in monetary terms.

- 5.17 Contractor may not assign, transfer or convey in whole or in part, this Contract without the prior written consent of SDSC SHAR. The Contractor may also not delegate any of its obligations or duties under this Contract without the prior written consent of SDSC SHAR. The contractor may 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 Contractor under this contract.
- 5.18 Joint and Several Liability: If the Contractor is a joint entity, consisting of more than one individual, 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.
- 5.19 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.
- 5.20 Immunity from Liability: Every person who is a party to the Contract is hereby notified and agrees that SDSC SHAR, and all its employees, agents, successors, and assigns are immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.
- 5.21 Use of Name or Intellectual Property: Contractor agrees that he will not use the name/logos of ISRO in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of SDSC SHAR.
- 5.22 The Service Provider shall be bound by the details furnished by him/her to SDSC SHAR while submitting the tender or at subsequent stage(s). In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of the contract.
- 5.23 The Service Provider has the obligation to provide any other related document called for by SDSC SHAR from time to time.

## **6. Financial Terms:**

### **6.1 Rate for unit of work:**

- a. The rate quoted for each year shall be firm and fixed for the respective years. No price revision is allowed for any reason thereof. In case of minimum wage is raised by Government of India, the same will be allowed for revision in their rate if it exceeds the offered rate.
- b. The Service Provider should quote the rate per driver per day valid for First Year and Second Year in the Price Bid form.
- c. SDSC SHAR shall pay the agreed upon rates to the Service Provider. The Service Provider shall quote the consolidated rate per driver/day which includes all charges excluding GST, for providing services of drivers as per the terms and conditions specified in the tender document.
- d. In case of an extension, the rate of the contract for the extended period, shall be arrived based on the proportionate increase quoted by the service provider between rate of First Year and Second year of the contract on mutual consent basis.

6.2 **GST:**

Service provider shall pay applicable GST and SDSC SHAR shall reimburse GST paid against documentary proof.

6.3 **Payment Terms:**

Payment will be made on monthly basis generally within 15 days from the date of receipt of invoice in all respects duly certified by the contract manager. The Invoice (in duplicate) shall be submitted along with proof of submission of payment of GST on or before 5<sup>th</sup> of every month. Income tax at source as applicable will be recovered from the Running Account Bill.

7. **Security Deposit and its forfeiture:**

7.1 The Service Provider shall guarantee faithful execution of the contract in accordance with the terms and conditions specified herein. As a performance security, the Service Provider should furnish a Security Deposit of 10% of the order value per one year within 15 days from the date of contract in the form of Bank Guarantee or in any other acceptable form. The Bank Guarantee shall be valid for the entire contract period with a claim period of three months beyond its validity. The Security Deposit shall not carry any interest and shall be returned after satisfactory completion of all the contractual obligations.

7.2 In the event of any breach of any of the terms and conditions of the Contract, SDSC SHAR shall have (without prejudice to other right and remedies) the right to terminate the contract forthwith and/or to forfeit the entire or part of the amount of security deposit or any part thereof.

8. **EMD:**

8.1 **The party shall submit an amount of Rs. 1,00,000/- towards EMD along with their quote. This EMD will be converted as security deposit for the successful bidder and retained the same up to completion of the contract successfully. For balance amount of SD as per Para no 7.1, successful bidder has to furnish in the form of Bank Guarantee or in any other acceptable form. For unsuccessful bidder the EMD amount will be returned with out any interest. If the party fails to carry out the works after placement of purchase order, the EMD amount shall be forfeited.**

9. **Parallel Contracts:**

SDSC SHAR reserves the right to enter into parallel/adhoc contract simultaneously or at any time during the period of the contract with one or more service providers.

10. **Termination / Short closing of Contract**

10.1 If the Service Provider repeatedly violates the terms and conditions of the contract or fails to supply required number of workforce despite SDSC SHAR having served them notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.

10.2 SDSC SHAR reserves the right to terminate the contract if the contractor commits any one of the following defaults, by giving a written notice of not less than 30 days.

- a. for the breach of any material term, condition or provision of this Contract by Contractor.
- b. any statement, representation or certification is false, deceptive, or materially incorrect or incomplete;
- c. Contractor or any of Contractor's officers, employees, agents, has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance;
- d. Contractor terminates or suspends his business;
- e. Contractor's license or certification is suspended, terminated, revoked or forfeited;
- f. Contractor has failed to comply with any applicable laws of land.

10.3 SDSC SHAR reserves the right to terminate the contract without assigning any reasons by giving a prior notice of 30 days.

10.4 If the Service Provider wants to rescind the contract voluntarily or otherwise, they are required to give an advance notice of 30 days and if engagement of next service provider is delayed, the existing service provider have to continue the services till the next Service Provider takes over failing which the amount of security deposit including any other dues shall be forfeited.

11. **Indemnity Bond:**

The Service Provider shall indemnify SDSC SHAR on a Rs.200/- non-judicial stamp paper against any action, claims or proceedings relating to infringement of all or any of the prevailing laws like Minimum Wages Act, Workmen's Compensation Act, 1923, Contract labour (R&A) Act, EPF Act, ESI Act, Industrial Dispute Act and any other Acts specifically not mentioned during the currency of the Contract.

12. **Arbitration:**

In the event of any dispute or difference relating to the interpretation and application of the contract, such dispute or difference shall be settled amicably by mutual consultations of the good offices of the respective parties. If such a resolution is not possible, then unresolved dispute or difference shall be referred to the Sole Arbitrator appointed by SDSC SHAR in accordance with the rules and procedures of Indian Arbitration and Conciliation Act 1996 or any modification thereof. The decision of the Arbitrator shall be final and binding on both the parties. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in SDSC SHAR

11. **Jurisdiction:**

The Courts within Andhra Pradesh have jurisdiction to deal with and decide any matter arising out of this contract.

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**TECHNO COMMERCIAL BID FORM**

(On Original Letter Head of the Bidder)

Sl. No.	Particulars	To be filled by the Service Provider
1.	Name of the Firm/Agency	
2.	Nature of ownership	
3.	Names and designation of Authorized persons eligible to enter into contract. (Power of Attorney/ Affidavit in favor of person signing the papers to be enclosed)	
4.	Name of contact person for conveying any information along with telephone numbers in absence of authorized person mentioned above.	
5.	Detailed office Address of the Firm/Agency including registered office along with office Telephone Number, Fax Number and Mobile Number.	
6.	Copies of at least <u>1</u> contract for providing services of minimum 5 drivers in any establishment during last 5 years.	
7.	Declaration as per Annexure-3	
8.	Self-Attested copies of the following documents of the service provider	
a.	Registration Certificate issued by the Central/State Govt. for providing the services of Drivers	Enclosed (Page No.____)/ Not Enclosed
b.	PAN / GIR Card	Enclosed (Page No.____)/ Not Enclosed
c.	GST Registration Certificate	Enclosed (Page No.____)/ Not Enclosed
d.	Professional Tax Registration Certificate.	Enclosed (Page No.____)/ Not Enclosed

**ANNEXURE - 2**

**TECHNO COMMERCIAL BID FORM (Contd.)**

(On Original Letter Head of the Bidder)

Sl. No.	Particulars	To be filled by the Service Provider
e.	Self-attested copy of the terms and conditions of the tender document.	Enclosed (Page No.____)/ Not Enclosed
f.	Any other Registration (if applicable).	Enclosed (Page No.____)/ Not Enclosed
10.	Validity of the offer should be for <u>120 days</u> from the date of opening of bids	Complied / Not complied
11.	EMD	Enclosed (Page No.____)/ Not Enclosed

Signature of Service provider

Place:

Name:

Date:

Designation:

Office Seal:

Business Address:

DECLARATION

(On Original Letter Head of the Bidder)

1. We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
2. The information / documents furnished along with this tender are true and authentic to the best of my knowledge and belief. We 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.
3. We shall be solely responsible for payment of remuneration to the workforce deployed for the service contract. We shall be responsible for resolution of any Disputes arising in the contract with respect to the payment of remuneration to the workforce or the remittance of the statutory requirements. SDSC SHAR shall in no way be responsible for the above.
4. We shall deploy the number of drivers as agreed in the contract.
5. We agree to pay to the work force deployed, wages not less than the minimum wages as fixed by the Ministry of Labour & Employment, New Delhi/Local authorities.
6. We agree to remit the amount towards statutory requirements without fail every month to concerned and submit the relevant documents for the same.
7. We shall not assign the contract nor shall we sublet any portion of the contract except with written consent of SDSC SHAR.
8. We accept that you are neither bound to accept the lowest tender nor bound to assign any reason for rejecting or returning of our Tender.
9. We hereby Undertake that our Company/Firm do not have any legal suit/criminal case either pending against us/proprietor or any of our Directors (in the case of Company) or being contemplated and have not been earlier convicted on the grounds of moral turpitude or for violation of laws in force.
10. We confirm that we are not black-listed by any Central/State Government/Public Sector Undertakings/ Autonomous Bodies under Central/State Government/ Any Other Organization.

Signature of the service provider

Date:

Full Name:

Place:

Seal :

**Annexure - 4**

**PRICE BID**

**(This price bid to be enclosed in a separate envelop with seal)**

**(On Original Letter Head of the Bidder)**

Price bid for Service contract for providing services of Drivers to SDSC SHAR.

Sl. No	Particulars	Rate per one driver per day Rs.	
		1 <sup>st</sup> Year	2 <sup>nd</sup> Year
I.	1. Wage per driver per day as per the Terms and Conditions specified in Tender document.i.e Basic Wage		
	2. Employer's contribution to EPF @ 13.15 % (round off)		
	3. Employer's contribution to ESI @ 3.0% (round off)		
	4. Wages payable per day (1+2+3)		
	5. Contractor service charges (including any other allowances, uniform expenses ,etc.)		
	6. GST		
	<b>TOTAL AMOUNT PAYBLE PER DAY (4+5+6)</b>		
II	Over time beyond or before office hours (Party should quote rate per hour basis)		
III	1. Extra charge for out station trip within 12 hrs (exclusive of wages and over time charges)		
	2. Extra charge for out station trip of within 12 to 24 hrs (exclusive of wages and over time charges)		

Note:

1. In case of an extension, the unit rate of the contract for the extended period, shall be based on the proportionate increase between Unit rate for First Year and Unit rate for Second year of the contract on mutual consent basis.

2. The above rate shall be firm & fixed during the entire currency of the contract. No price revision is allowed for any reason thereof. In case of minimum wage is raised by Government of India/local authority, the same (which ever is more) will be allowed for revision in their quoted rate if it exceeds the offered wages.

Signature of service provider

Date:

Full Name:

Place:

Seal :



**ANNEXURE- 5**

**CHECK-LIST FOR SUBMISSION OF BID**

The documents are to be placed one below the other, strictly as per the Sl.No. (Sl. No.1 on top and subsequent documents below it, and the page no. must be mentioned on all the pages.)

Sl. No.	Documents to be attached (All documents must be duly signed)	Yes	No	If Yes Page No.
I.	<b>PART-I - Techno-commercial Bid</b> (uploaded in technical bid).			
1.	Duly filled Techno-commercial bid form as per Annexure -2.			
2.	Details of registered address with Telephone/Mobile/Fax No. & Email ID			
3.	List of atleast 5 drivers on their payroll and registered under ESI & EPF. Copy of challan for payment of ESI & EPF			
4.	Copies of atleast 1 contract for providing services of minimum five drivers in any establishment during last 5 years.			
5.	Declaration as per Annexure -3			
6.	Self-Attested copies of the following documents of the service provider			
a.	Registration Certificate issued by the Central/State Govt. for providing the services of Drivers.			
b.	PAN / GIR Card			
c.	GST Registration Certificate			
d.	Professional Tax Registration Certificate.			
e.	Self-attested copy of the terms and conditions of the tender document.			
f.	Any other Registration (if applicable)			
7.	Any other relevant documents, if any, must be attached in the last.			
8.	EMD			
II.	<b>PART-II -Price Bid</b> Duly filled as per Annexure - 4 (upload in price bid)			

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## Satish Dhawan Space Center SHAR

Welcome, Materials Master (isro)

31 August 2017,  
17:16:08 IST

[MAIN VIEW](#)

[HELP](#)

### Preview For STANDARD TERMS AND CONDITIONS

**Page Destination:** Tender Header **Format Type :** Normal

. :

**GOVERNMENT OF INDIA**

**DEPARTMENT OF SPACE**

**SATISH DHAWAN SPACE CENTRE**

**PURCHASE DIVISION**

Tele No.08623-225023/225174/225127

Fax No.08623-225170/22-5028

e-Mail ID : hps@shar.gov.in, hasan@shar.gov.in, sselvan@shar.gov.in

#### STANDARD TERMS & CONDITIONS

1.OFFERS SHALL BE SENT ONLINE ONLY USING STANDARD DIGITAL SIGNATURE CERTIFICATE OF CLASS III WITH ENCRYPTION / DECRYPTION. THE TENDERS AUTHORISED ONLINE ON OR BEFORE THE OPEN AUTHORISATION DATE AND TIME ONLY WILL BE CONSIDERED AS VALID TENDERS EVEN THOUGH THE BIDS ARE SUBMITTED ONLINE.

2.THE TENDERER MUST AUTHORISE BID OPENING WITHIN THE TIME STIPULATED IN THE SCHEDULE BY SDSC SHAR. OTHERWISE THE ONLINE BID SUBMITTED WILL NOT BE CONSIDERED FOR EVALUATION. PHYSICAL COPY WILL NOT BE CONSIDERED EVEN THOUGH IT IS RECEIVED BEFORE THE BID SUBMISSION DATE.

In case of two-part tenders, parties shall submit their offers as follows:-

#### **1) Part-I – Techno-commercial Bid**

(No price details shall be mentioned in this bid and shall not upload the details of price along with the techno-commercial bid)

#### **2) Part-II – Price Bid**

In view of Two Part Tender, the Offers submitted contrary to above instructions will be summarily rejected.

3.In case, the tenderer is not interested to participate in the tender, the tenderer shall submit regret letter giving reasons, failing which future enquiries will not be sent.

4.**Offer Validity:** The validity of the offers / tenders should be 90 days (in case of single part tender) and 120 days (in case two part tender) from the date of opening of the tenders. Tenders with offer validity less than the period mentioned above, will not be considered for evaluation.

5.**GST** - GST and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender. GST details are given below

GSTIN: 37AAAGS1366J1Z1

LEGAL NAME : SATISH DHAWAN SPACE CENTRE SHAR

VALIDITY FROM:29/08/2017

TYPE OF REGISTRATION:REGULAR

6.**Customs Duty** - SDSC-SHAR is eligible for 100% Customs Duty exemption as per Notification No. 050/2017 539 (b) Dt: 30.06.2017. This may be taken into account while quoting for import items, if any.

In case tenderers offering items considering customs duty exemption, they should also indicate the bill of materials and price, separately, with Customs Duty component and terms and conditions thereto.

8.**Advance Payment** - Wherever advance payment is requested, Bank Guarantee from any Nationalized Bank/Scheduled Bank should be furnished. In case of advance payments, if the party is not supplying the material within the delivery schedule, interest will be levied as per the Prime Lending Rate of RBI plus 2% penal interest.

Interest will be loaded for advance payments/stage payments as per the prime lending rate of RBI and will be added to the landed cost for comparison purpose. In case of different milestone payments submitted by the parties, a standard and transparent methodology like NPV will be adopted for evaluating the offers.

9.**Liquidated Damages** - In all cases, delivery schedule indicated in the Purchase Order/Contract is the essence of the contract and if the party fails to deliver the material within the delivery schedule, Liquidated Damages will be levied @ 0.5% per week or part thereof subject to a maximum of 10% of total order value.

10.**Performance Bank Guarantee** - Performance Bank Guarantee for 10% of the order value should be furnished in the form of Bank Guarantee from nationalized/scheduled bank or by Demand Draft valid till warranty period plus sixty days as claim period.

11. **Security Deposit** – Security Deposit for 10% of the order value is mandatory, if the ordered value is Rs.5.00 lakhs and above. Party shall furnish the Security Deposit in the form of Bank Guarantee from nationalized/scheduled bank or by Demand Draft valid till completion of the contract period plus sixty days towards claim period for faithful execution of the contract.

12. **BANK GUARANTEE FOR FIM:** Supplier has to submit Bank guarantee for equal value of Free Issue of Materials (FIM) issued by the Department from Nationalised / Scheduled Bank valid till receipt and acceptance of supply and satisfactory accounting of FIM plus sixty days as claim period.

13. The delivery period mentioned in the tender enquiry, IF ANY, is with the stipulation that no credit will be given for earlier deliveries and offers with delivery beyond the period will be treated as unresponsive.

14. The Department will have the option to consider more than one source of supply and final orders will be given accordingly.

15. The bidders should note that conditional discounts would not have edge in the evaluation process of tenders.

16. Non-acceptance of any conditions wherever called for related to Guarantee/ Warranty, Performance Bank Guarantee, Security Deposit, Liquidated damages are liable for disqualification.

17. Wherever installation/ commissioning involved, the guarantee/warranty period shall reckon only from the date of installation and commissioning.

18. Purchase/Price Preference will be extended to the MSMEs under the Public Procurement Policy for MSMEs formulated under the Micro, Small and Medium Enterprises Development Act, 2006 and instructions issued by Government of India from time to time. Vendors who would like to avail the benefit of MSME should clearly mention the same and submit all the documentary evidences to substantiate their claim along with tender itself.

19. The drawings, specifications, end use etc., given by the Centre/Unit along with the tender enquiry are confidential and shall not be disclosed to any third party.

## 20. **SPECIAL CONDITIONS FOR SUBMITTING QUOTATIONS IN FOREIGN CURRENCY BY THE INDIAN AGENTS**

The Tenderer should submit the following documents/information while quoting:-

a) Foreign Principal's proforma invoice/quote indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.

b) Copy of Agency agreement with the Foreign Principal and the Indian Agent, precise relationship between them and their mutual interest in the business.

c) Registration and item empanelment of the Indian Agent.

d) Agency Commission will be paid only Indian Currency.

e) Compliance of the tax laws by the Indian Agent.

## 21. **High Sea Sales**- Against High Sea Sale transactions:

a. Offers shall be on all inclusive basis including delivery upto Sriharikota at the risk and cost of the supplier. Customs Clearance is the responsibility of the supplier and at his cost and risk.

b. 100% payment will be made within 30 days after receipt and acceptance of the items at our site.

c. GST as applicable

d. Customs Duty Exemption Certificate and other relevant documents required for Customs clearance will be provided.

e. High Sea Sales Agreement furnished by the supplier in accordance with the terms and conditions of our purchase order will be signed and issued by SDSC-SHAR.

22. The following information/ documents are to be submitted wherever applicable.

1. Product Literature

2. Core banking account number of SBI, RTGS Details

3. PAN No. in quotation and invoices

4. GST Registration details.

5. In case of MSME, registration details / documents from Competent Authority.

## 23. **EXCLUSION OF TENDERS**

The following tenders shall be summarily rejected from the procurement process

a. Tenders received from vendors who have not qualified in terms of their registration.

b. Tenders received against publishing of a limited tender in the CPP portal.

c. Tenders of vendors who have been removed from the vendor list or banned/debarred from having business dealings.

d. Unsolicited tenders from vendors.

e. The tenders which materially depart from the requirements specified in the tender document or which contain false information.

f. The tenders which are not accompanied by the prescribed Earnest Money Deposit.

g. The tenders of vendors who have not agreed to furnish Security Deposit, Performance Bank Guarantee and Liquidated Damages.

h. The validity of the tenders is shorter than the period specified in the tender enquiry.

i. The tenders received from vendors or their agents or anyone acting on their behalf, who have promised or given to any official of the Centre/Unit/Department, a gratification in any form, or anything of value, so as to unduly influence the procurement process.

j. The tenders received from vendors, who, in the opinion of the Centre/Unit, have a conflict of interest materially affecting fair competition.

k.The tenders received from Indian agents on behalf of their foreign Principals/OEMs (in cases where the Principals/OEMs also submit their tenders simultaneously for the same item/product in the same tender).

l.In case two or more tenders are received from an Indian agent on behalf of more than one foreign Principal/OEM, in the same tender for the same item/product.

m.If a firm quotes 'NIL' charges / consideration, the bid shall be treated as un-responsive and will not be considered.