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

TENDER NOTICE NO. SDSC SHAR/Sr.HPS/PT/RO/09/2020-2021

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

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<td>SHAR VAST 2020 0 13535 E-Procurement [Two Part basis]</td>
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<td>Work Package for Cleaning SMOAO Facilities: 2CR, 6C, 2A, 2A1, 2F, PSPF, PSAB, BSHB &amp; SRC High Rise Building at VALF, SDSC-SHAR</td>
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Last Date for downloading of tender documents: 08.09.2020 at 16:00 hrs.
Due Date for submission of bids online: 08.09.2020 at 16:00 hrs.
Due Date for Bid Sealing on: 08.09.2020 at 16:01 hrs. to 08.09.2020 at 17.30 hrs.
Due Date for Open Authorization: 08.09.2020 at 17.31 hrs. to 10.09.2020 at 17:00 hrs.
Due Date for opening of tenders: 11.09.2020 at 14:30 hrs.

Instructions to Tenderers:

Bids shall be submitted on line through EGPS only and No tender fee shall be applicable.

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.gov.in ISRO e-procurement website
https://eprocure.isro.gov.in and SDSC SHAR, Sriharikota website www.shar.gov.in. The same can be down
loaded and offer submitted on line in the e-procurement portal only.

04. Quotations received after the due date/time will not be considered.

05. The tender documents are available for download upto 08.09.2020 at 1600 hrs. and last date for submission
of tenders on line 08.09.2020 at 1600 hrs. and Tender Opening on 11.09.2020 at 14:30 hrs.

06. Interested vendors can attend the Bid opening sessions to know the details. Presence not mandatory to
consider the quote for evaluation.

07. Sr. Head, Purchase and Stores, SDSC-SHAR, Sriharikota reserves the right to accept or reject any/or all the
quotations.

DT: 03.08.2020
Sr. HEAD PURCHASE AND STORES

Indian Space Research Organisation
TENDER DOCUMENT ON
WORK PACKAGE
FOR CLEANING SMAO FACILITIES: 2CR, 6C,
2A, 2A1, 2F, PSPF, PSAB, BSHB & SRC
HIGH RISE BUILDINGS AT
VALF, SDSC-SHAR

Vehicle Assembly and Launch Facilities
Satish Dhawan Space Centre
Sriharikota
2020
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GENERAL TERMS AND CONDITIONS FOR WORK PACKAGE

Definitions:

- The term “Service receiver” means SMAO/VALF, Satish Dhawan Space Centre (SDSC SHAR) a center under the Indian Space Research Organization (ISRO) of the Department of Space (DOS) herein after called “Service receiver”.

- The term “Service Provider” shall mean any registered Establishment which will be performing the Work package activities.

- The term “Work Package” shall mean a Work package to provide services at SMAO/VALF, SDSC SHAR of Service receiver as per the Skill set.

- The term “Work force” shall mean all the staff of the Service Provider deployed by the Service Provider to carry out the Work Package tasks as defined in the Work Package Order.

- The term “Focal Point” shall mean the designated officials of Service receiver, who will be from the technical stream of the SMAO/VALF, who will be coordinating with the Supervisor of the Service Provider.

- The term “Paying Authority” shall mean the respective Sr. Accounts Officer / Accounts Officer of the Division / Group / Entity of Service receiver.
CHAPTER-A PREPARATION OF BIDS & RELATED TERMS & CONDITIONS

The general guidelines for submission of bids online in the e-procurement system are given below.

1. Submission of Bids

   The service provider shall submit the bids on “TWO-PART BID” basis, Viz:


Part-1 (Techno Commercial Bid):
Service provider shall confirm all the specifications mentioned in Tender document, annexures and confirm the activities mentioned in work formats without mentioning cost. Tenders fulfilling the above conditions only will be short listed for opening the Price bid.

Part-2 (Price Bid):

The Prices shall be quoted on-line (in electronic mode of e-procurement) in the price bid only. The format as per the Table No.01 given in Annexure-A on page No: 53 is for the estimation of price on work package basis by the service provider. This format shall be confirmed in the techno-commercial bid without indicating the prices against work packages, however it shall be mentioned as “Quoted” against each work package in Techno commercial bid. The designation wise work package rates shall be filled online in the Price Bid part. This will be considered only after evaluation and satisfaction of techno-Commercial bids

1.1. 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 what so ever of “Master and Servant” relationship nor have any “Principal and Agent” relationship with or the Service receiver for the said services.

1.2. Submission of Forged Documents: 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.

1.3. Bidding Format: The format wherein the Service Provider shall submit their Tender/ Bid in their Letter Head is kept at Annexure-A. 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.

1.4. **Service provider shall furnish the required information in the e-procurement only. Physical submission of document will not be considered for evaluation.**

1.5. Any deviations made by service provider in the format may make the tender liable for rejection.

1.6. Disclosure of Price Bid information in Techno-Commercial Bid shall be sufficient grounds for rejection of the bid.

1.7. All the documents mentioned against Techno-Commercial bid shall be submitted in Techno-Commercial bid proposal only and shall not be included in any case in Price Bid. Similarly, all the documents mentioned against Price Bid shall be submitted in Price Bid proposal only and shall not be included in any case in Techno-Commercial bid.

1.8. Compliance Statement: The Service Provider shall mandatory submit the Compliance Statement as at Annexure-B along with their tender / bid, failing which they said tender/bid will not be evaluated.

1.9. It may specifically be noted that the bids not meeting even the basic cost of inputs i.e., unreasonably low prices to undercut or predatory pricing and obtain the Work Package Orders(s) are liable to be rejected by Service receiver in order to ensure quality, as the Service receiver cannot compromise quality of work.

1.10. 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.

**Note:**

- **Service provider has to quote for the package necessarily. Partial and incomplete offers will not be considered for awarding the work package.**
- **Service provider shall upload the signed & stamped copy of their Techno-Commercial Bid in e-procurement portal during submission of bid.**
- **Service provider shall also submit the above Price Bid in Unpriced Format along with Part-1, i.e., Techno-commercial Bid by mentioning “quoted” against each item.**

2. **Period of validity of proposal**

2.1. The offer/ bid 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.
2.2. On completion of the validity period, in case required, service receiver, would Solicit the service provider's consent to an extension of the period of validity.

2.3. The request and the responses thereto shall be made in writing by post and e-mail.

**3. Period of Work package**

3.1. The work package is meant for

- Cleaning of SMAO facilities: 2CR, 6C, 2A, 2A1, 2F, PSAB, PSPF, BHSB and SRC high rise buildings at VALF one time in a month

3.2. The proposed Work Package Order will be valid for a period of 12 months (1 Year) or any such period as defined in the scope of Work Package Order and with an option to extend the same for a further 12 months period, with same price, terms and conditions on mutual consent.

3.3. The works will be offered after the award of the work package as per the Schedule given in tender document.

**4. Clarification of the bid document and pre-bid conference**

4.1. During evaluation of Bids, the service receiver may, at its discretion, ask the Service provider for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted. Service provider requiring specific points of clarification may communicate to SDSC, till 5 working days prior to the deadline for Bid opening (Techno-commercial bid opening).

4.2. The service provider may be advised to visit the facilities and assess the nature / quantum of works involved in the above work package and the doubts if any can be cleared / clarified from the GM, SMAO/VALF, before quoting for the above work package.

**5. Amendments to Tender document, annexure and work formats**

5.1. At any time prior to the deadline for submission of bid, SDSC may amend the tender documents by using suitable corrigendum.

5.2. To give reasonable time to the vendors, so that they can take corrigendum into account in preparing their Bid, the Service receiver may extend (if necessary), the deadline for submission of bids.

**6. Language of Bids**

6.1. The Bid, and all correspondence and documents related to the Bid exchanged by the service provider and the Service receiver shall be in English.
6.2. Supporting documents and printed literature furnished by the service provider may be in any language other than English provided they are accompanied by an accurate translation of the relevant passages in English language.

6.3. Supporting material, which is not translated in English, will not be considered for evaluation.

6.4. For the purpose of evaluation and interpretation of the Bid, the English Language translation shall prevail.

7. **Currency of Proposal and payment**

   - The currency of the Bid offer and the payments made (financial transactions) shall be in Indian Rupees ₹ (INR).

8. **Techno-Commercial Bid**

   The points mentioned in eligibility criteria shall be supported by relevant document such as Work order, Scope of work, Certificate from client, etc. The Techno-Commercial Bid shall consist of the followings.

8.1 Signed, Stamped copy of Tender document, annexure and work Formats as a token of acceptance of all the terms and conditions.

8.2 Techno-Commercial bid along with all supporting documents uploaded in e-procurement portal along with compliances as per Annexure-B in page.No.56.

8.3 Qualification of Service provider (along with documentary evidence of services offered and all relevant enclosures for supporting the bid qualification criteria).

8.4 Copy of Power of Attorney/ Board Resolution authorizing the person for signing the bid documents.

8.5 Any additional information that the service provider may think fit but not included elsewhere in the proposal, which will help the Competent Authority to assess the capabilities of the Agency.

8.6 Duly stamped notarized Affidavit for not being registered with BIFR and not being Black listed by any Central/State Govt. or its undertaking on the letter head of service provider.

8.7 Certified copies of valid PAN Card of the Agency and not of any individual.

8.8 Copy of the GST registration certificate.


8.10 Copy of EPF registration certificate.

8.11 Copy of Registration Certificate for ESI.

8.12 Service provider should not have any criminal case pending at the time of bid submission and a Self-Declaration has to be attached in this regard.
8.13 The Techno-Commercial Bid shall not include any Price bid information. Only confirmation to Price-Bid format is required by signing without filling the prices.

Note: Refer formats provided in the Annexure for submission of Service provider details along with Techno-Commercial Bid.

9. Price Bid

9.1 Techno-Commercial Bids will be verified as per the Tender document eligibility criteria to qualify for the Price bid.

9.2 Price Bids of only those service provider, whose Techno-Commercial Bid is qualified satisfactorily on the Techno-Commercial Evaluation, will be opened.

9.3 Refer Price Bid format / Price Schedule (Annexure-A), Page.No.53.

9.4 Price Bid shall be filled in electronic mode in e-procurement only.

9.5 Price schedule shall be filled and submitted along with the price bid.

9.6 Price Schedule and any other information related to price bid shall be attached only in the ‘Documents related to the Price bid’ form. Price Bid shall not be sent as a part of any of the documents. It shall be filled in electronic mode and in e-procurement only.

10. Site Visit

- Visit by Service receiver: During the Technical Evaluation of the Tender, if required, the Service receiver has the right to visit the service provider’s facilities to Clarify / Confirm the documents/claims submitted by him. It is the responsibility of the service provider to submit necessary supporting documents/to show his facilities.

11. Service provider Eligibility / Qualification Criteria

Following are the essential qualifying criteria of the service provider for work package for cleaning of SMAO and SRC facilities.

11.1 The service provider shall have minimum 5 years of working experience in supplying skilled labour.

11.2 The service provider shall also have previous experience of supplying following work force as listed below.

- Skilled labour: These skilled labours shall have minimum 2 years of working experience in reaching and doing the cleaning work upto the elevated heights and a certificate in this effect has to be submitted on demand.

- The service provider shall submit signed copy of the proof for the above said in online bidding process.
11.3 The Service provider shall be a Company/Firm/Limited Liability Partnership (LLP) registered in India since last 5 (five) years. In corporation / Registration certificate along / Bylaws (or similar document) shall be furnished as documentary proof.

11.4 The Service Provider shall not assign, transfer or convey in whole or in part, this Work Package Order(s) to anyone. The Service Provider shall also not delegate any of its obligations or duties under this Work Package Order(s) 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 Work Package order(s).

11.5 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 Work Package Order(s).

11.6 The service provider shall have License to engage work force. It is mandatory to have license for engaging work force under the provisions of work package Labour (Regulation & Abolition) Act, 1970 and the copy of the same to be produced along with the quotation.

11.7 The service provider shall mention the Registration No. under the Employees’ Provident Funds Act & Miscellaneous Act/Rules. The service provider shall furnish a copy of the EPF Registration Certificate along with the Tender.

11.8 The Service provider shall have experience of running at least two projects for supply of minimum 5 to 10 skilled workforce similar to this tender. In each project during last five years for any Central/ State Government / Government Corporation / PSU / Reputed Private Limited Company.

11.9 Copy of Work Orders/ PO shall be furnished as documentary proof along with the Bid. The service provider shall wherever applicable, obtain license under the contract Labour (Regulation & Abolition) Act according to the number of workers engaged by him on contract basis, depositing the prescribed fees and complying with the formalities.

11.10 **The service provider shall have an average annual turnover of Rs. 8.00 Lakhs in last 3 years (Financial year 2016-2017, 2017-2018 and 2018-2019)** in the area of man power services / works contract / maintenance contracts related to maintenance works and shall have executed similar works between 2016 to 2019.

11.11 **The value of work outsourcing contract executed during the above mentioned period shall not be less than Rs. 8.00 Lakhs in case of single work (or) Rs. 5.00 Lakhs each in case of two works within last five years.** As
a documentary proof, audited balance sheet and Profit & Loss details of A/c shall be submitted. Certificate from the user Industry/Organization mentioning the period and value of services rendered and payments made to the service provider company as proof shall be submitted.

11.12 The service provider shall not have been black listed by any State Government, Central Government or any other Public Sector undertaking or a Corporation as on the date of Tender opening.

11.13 An affidavit (Duly Notarized) to this effect shall be submitted by the service provider on its letter head.

11.14 The Service provider is required to submit an affidavit duly attested by notary that it has no insolvency case or petition pending with any authority.

11.15 The Service Provider upon being served with the Work Package Order(s) 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 Work Package Order(s) and shall be extended whenever required.

11.16 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 work package contract. In order to avail to the benefits extended by the Government of India to Micro and Small Enterprises, Service Providers are requested to submit Entrepreneur Memorandum Part-II duly signed by the General Manager, District Industries Centre or NISIC Registration/Udhyog/Aadhar details.

12. Disqualification

The proposal submitted by a service provider is liable to be disqualified if:

12.1 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 Work Package Order making the Service Provider liable for legal action besides termination of Work Package Order(s) and forfeiture of Security Deposit.

12.2 It is not submitted in accordance with this tender document.

12.3 Techno-commercial Bid or Price Bid not submitted as per Section 8 & 9.

12.4 During validity of the bid or its extended period (if any), the service provider increases his quoted prices.
12.5 Bid is received after due date & time will not be considered.
12.6 Bid is not accompanied by all requisite documents.
12.7 Awardee of the work package qualifies, but fails to provide the letter of acceptance of the work package with his conditions.
12.8 Service provider fails to enter into a work package contract within 15 days of the date of notice of the award of tender or within such extended period, as may be specified by competent authority.
12.9 The Service provider is a firm not meeting eligibility criteria as mentioned in this Tender. Conditional Bid has been submitted.
12.10 The Service provider has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
12.11 The Service provider fails to provide clarifications related thereto, when sought.
12.12 The Service provider has been found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratifications.
12.13 Service provider’s may specifically note that during the process of evaluation of the tender documents, if it comes to the knowledge of the service receiver explicitly or implicitly, that a service provider has intended to form a cartel resulting in delay / holding up the processing of tender, then the service provider's, so involved are liable to be disqualified for this work package as well as for a further period of two years from participation in any of the tenders floated by SDSC.
12.14 It may be specifically noted that the bids not meeting even the basic cost of inputs i.e., unreasonably low prices to undercut or predatory pricing and obtain the work package orders(s) are liable to be rejected by service receiver in order to ensure quality, as the service receiver cannot compromise quality work. Likewise, quotes less by 20% (twenty percent) of the estimate (inclusive of GST) will be considered as unreasonable quote and hence will be summarily rejected.

13. Rights of Competent Authority
13.1 Reject any or all proposals received in response to the Tender without giving any reason whatsoever.
13.2 Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
13.3 Extend the time for submission of proposal.
13.4 Modify the Tender document, by an amendment that would be published on the SDSC’s website.

13.5 May extend the timelines of completion of assignments at the sole discretion of Competent Authority (SDSC SHAR).

13.6 Independently ascertain information from other organizations to which service provider has already extended a service for similar assignments.

13.7 Any other terms, conditions or clauses not covered in this document shall be in accordance with other statutory Rules/ Acts applicable to DOS / ISRO.
Chapter B: GENERAL/ WORK EXECUTION TERMS AND CONDITIONS

14. Introduction

SATISH DHAWAN SPACE CENTRE (SERVICE RECEIVER)

SATISH DHAWAN SPACE CENTRE (SDSC), SHAR, Sriharikota is located about 100 km north of Chennai. Being the space port of India, it caters to launching both national and international satellites using ISRO’s launch vehicles namely, PSLV, GSLV Mk II & Mk III. These launch vehicles are based on Solid propulsion and Liquid/ Cryo propulsion.

In Vehicle Assembly and Launch Facilities (VALF), Solid Motors Assembly Operation (SMAO) is one of division of the entities of SDSC SHAR, responsible for assembly and integration of rocket motor segments, preparation of stages / sub systems of launch vehicle. In addition to the above, Support for Test activities, are being carried out. The entity is located around 10 km from the main gate and spread across 20 sq. km area approximately. Most of the facilities are high rise buildings ranging from 20 meters to 90 meters tall and all the operations are very critical and hazardous in nature.

15. Scope of Work package

Service receiver (SDSC SHAR) is proposing work package cleaning of SMAO &SRC facilities (viz. Cleaning of all walls, doors, windows, roof, EOT cranes, crane girders, catwalks, cable trenches, equipments like BOT, Pallet trucks, scissor lift platforms, Roller stands etc., & structural members like handling tackles, fixtures, assembly platforms, sliding doors and its rails etc., in SMAO/SRC facility buildings at VALF. This cleaning includes removal of Cobwebs, unwanted materials, bird droppings, dust, mud, grease oil etc. and mopping of platforms, floors, etc., through work package by supplying skilled labours work force for works. The work package work force will work under the supervision of facility Engineers/ Supervisors. The successful Service provider shall deploy the workforce as mentioned in Section: 43 to meet the requirement of scope of work (to be executed) as mentioned in Section: 44 of Chapter- C in the tender document.

16. Scope of Service receiver (SDSC SHAR)

The responsibilities of Service receiver are as follows.

- The Service receiver shall inspect the cleaning operation and conduct quality control checks on regular basis.
- The Service receiver shall nominate technical personnel to co-ordinate the day to day work, to verify the log sheets and counter sign the log sheets.
Entry-passes will be issued to the work-forces (persons) for whom details of the persons duly certified by the service provider as per service receiver regulations shall be furnished.

### 17. Workforce screening committee

17.1 The Service Provider, upon being served with the work Package Order(s) 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, qualification and experience certificates of their qualified workforce to the focal point of service receiver / GM, SMAO, VALF for scrutiny.

17.2 These skilled labour shall have experience in reaching and doing the cleaning work up to the elevated heights and a certificate in this effect has to be submitted on demand. Service provider has to ensure that, all safety precautions are being followed by his persons during the work.

17.3 The work force finalization/screening committee constituted by GM, SMAO/VALF will scrutinize the work-force (candidates) offered by the Service provider and finalize the candidates. These candidates only shall be deployed by service provider for duties.

17.4 **It is the responsibility of the service provider to ensure that the work-force once selected shall work for a period of ONE year at SDSC SHAR site.**

**Frequent changing of the work-force is not allowed.**

17.5 It should be ensured by the Service Provider that only Indian nationals between the age of above 18 years and up to 40 years with strong physique and willingness to work. No workforce shall have any communicable diseases. They should not have any criminal background.

17.6 The work-force personal should not smoke and drink inside the service receiver site/ campus, in any case if it is found the person drinking or smoking anywhere in and around the facility, he will be removed from service immediately. Personal should not carry match box or any inflammable material along with him anywhere in and around facility.

17.7 Personal shall not carry cell phones and electronic gadgets along with him in and around facilities.

### 18. Work schedule finalization, working days calendar and Working hours

18.1 Saturdays & Sundays and Government declared holidays will be holidays for work-force.

18.2 The Service Provider has to execute the work from Monday to Friday **(22 days, 5 days working per week)** in the normal working hours.
• Generally, the working hours of the Centre are from 09.00 hours to 17.30 hours with half an hour lunch break.

• Payment will be paid according the package for each works.

18.3 **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.

18.4 **Change in Working Hours**: The Service Provider shall also adhere to any changes made in the present shift timings in the specified area of the Service receiver and shall follow the said changed timings.

18.5 During Launch Campaign days, the operations are round the clock till the scheduled operations are completed. The deployment of workforce shall be as planned by the service provider in shifts within the allotted workforce. accordingly, the transportation / conveyance/ Canteen requirements are to be planned & arranged by service provider to ensure the allotted workforce reach the respective facilities in time and take care of food requirements.

19. **Work execution terms**

19.1 The Service Provider is responsible to complete the quantum of work as specified in the Work Package Order(s) and as required by the Service receiver and in case of absence of the work-force, the Service Provider should provide suitable replacement/ substitution and for this purpose to ensure timely completion and the Service Provider shall keep a panel of work-force whose Character and Antecedents are verified.

19.2 The listed works (Section:44, page.No.48) Shall be executed as per procedures given by the Service receiver.

19.3 The Successful Service provider has to deploy adequate number of qualified/ skilled personnel for carrying out the works (work package). It is essential to deploy a minimum number of personnel per day as mentioned in Section 43, page.No.46.

19.4 The contract is meant for execution of work package with units of measurement as completion of works (work package) towards “**work package for Cleaning of 2CR,6C,2A,2A1,PSPF,PSAB,BSHB AND SRC of high rise buildings of SMAO/VALF**” for execution of works as follows:

- Cleaning of all above building one time in a month with minimum required work force (4persons for SMAO facilities and 1 person for SRC facilities).

19.5 The work package is defined considering working for Five days per week excluding Public Holidays declared by service receiver with payment for work
package (as per Section: 44, Chapter-C) subject to deployment of above said minimum man power per day as per the work package schedule (Section: 43) as per the payment and payment terms mentioned in Section: 22.

19.6 **Special accessories:** It is mandatory to take additional safety precautions by wearing helmets, safety shoes, cotton uniform and necessary personal protection equipment (PPE) / special accessories etc. has to be provided by the service provider.

19.7 **Review Meetings:** service provider shall present the progress of activities/ planned activities in the Daily/ Weekly/ Monthly/ Quarterly review meetings planned by Service receiver.

19.8 **Holiday working / Working during final phase of Launch Activities**
If the Service receiver proposes to perform work under this work package at SMAO, VALF facilities on holidays and during final phase of Launch activities, service provider shall obtain prior permission from concerned authority for the same through GM, SMAO/VALF.

### 20. Work package order Validity & Schedules

20.1 The Work package order shall be valid for a period of **ONE YEAR** and shall be extended for another term of one year if service receiver is satisfied with work done by service provider. The concurrence for the same shall be confirmed by the Service provider, but the right of extension of work package is fully reserved with service receiver only. However, performance of the service provider will be reviewed after a period of 3 months from the date of commencement of the work package order by service receiver and also we reserve the right to extend the work package for one year without revision of rates, other terms & conditions and / or to terminate the work package at any time by giving one month’s notice.

20.2 **In case the services provided by the service provider are not satisfactory or if irregular services are provided even after two written notices, it will be open to the Service receiver to terminate the work package and upon such termination, the security deposit will stand forfeited**

### 21. Review of work force supply and certification

21.1 Service provider shall agree to deploy the work force and execute the works in time as per the requirements given in Section: 44 of tender document and as per work schedules given from time to time. In case of any deviation or delay in works which affects the works will lead to cancellation of work package contract.

21.2 The schedule of works prepared by Service receiver has to be kept as record
with service provide and the progress of works shall be followed up and co-
ordinate with the focal point of service receiver/ GM, SMAO/VALF.

21.3 Service provider has to ensure the attendance monitoring of the workforce
allotted to each works. On a particular day, if any absentees are found due to
unforeseen situations, it is the responsibility of the service provider to allot the
substitute for the absentee and the works has to be completed within the
stipulated time period.

21.4 Monthly status of works has to be generated by service provider and to be
submitted to the focal point of service receiver for review.

21.5 The Consolidated works completion certificate submitted by the service provider
(with break-up details) to be forwarded by focal point of service receiver and
approved by GM, SMAO/VALF.

21.6 The approved Consolidated works completion certificate along with Bill raised by
service provider has to be submitted to Accounts Division through VALF stores,
along with other necessary documents (like GST payment, previous month salary
payment bill/ proof, EPF, ESI, insurance etc. at the Highest of rates prescribed
under appropriate categories by the Andhra Pradesh State Labour Department /
Ministry of Labour & Employment, India / District Collector, Nellore, Andhra
Pradesh) for effecting the payment. Otherwise, the bill will be withheld until such
compliance. It is the responsibility of the service provider to furnish the above
statutory certificates along with the bill.

22. Payment & Payment Terms

22.1 Payment will be done for unit number of works completed within a month and
payment will be released at the end of each month.

22.2 Payment disbursement shall be made to the work-forces (persons) by the
Service provider on monthly basis for the actual units of work completed on
package rate and part thereof and on receipt the invoice/bill which is duly certified
by the focal Point and approved by GM, SMAO/VALF in the Campus of the
Service receiver and submitted to the respective Sr./Accounts Officer, as the
case be, in the prescribed format together with the following documentary proof.

a. Proof of payment of remuneration made to the work-force for the preceding
month duly certified by the Service Provider.

b. Proof of remittance of both Employees and Employer’s contribution towards
EPF, ESI of Medi-claim Policy, as the case may be, made for the preceding
month.

c. The Service Provider should maintain basic records essential to provide the
details mentioned under Clause 22.2 (a) to (b) for verification.
22.3 Service provider should submit monthly bill showing the number of works completed along with satisfactory certification of the work by focal point of service receiver with the approval of Manager / GM, SMAO, VALF, on 1st day of each month for release of payment. Service provider should submit the photocopy of payment register of the previous month, countersigned by the focal point of service receiver. If any services are not provided as per the scope of work, proportionate reduction will be made on the monthly bills and balance amount only will be released. Income Tax as applicable as per IT act shall be recovered. The service provider shall pay strictly in accordance with statutory rules on Monthly basis (on work package bases) to the workforces deployed by him. All statutory requirements including minimum wages and any law applicable for the services under this work packages shall be complied with by the service provider to the entire satisfaction of the respective law authorities and SDSC, SHAR (service receiver) is no way will be responsible in this regard. Any liability/compensation and disputes arising out of employment by the service provider under any Act/statutory provisions shall rests with the service provider only.

22.4 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 Work Package Order. 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 work Package. The Service Provider shall provide an undertaking to this effect as at Annexure-D.

22.5 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.
22.6 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.

22.7 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.

22.8 The Service Provider shall completely be responsible to maintain the Attendance, acquittance 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.

22.9 The service provider(s) shall mandatory undertake to insure their workforce comprehensively against any risk 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 (IRDA). The service provider shall have to furnish originals of the ARI policy along with premium receipts and other papers related there to the officer concerned of the service receiver within 15 days from the date of commencement of work package order (S). 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.10lakhs per person (in the name of the service provider’s workforce) shall be taken by the service provider.

22.10 The work package should comply with all Labour Laws, Minimum wages Act, payment of Employees Provident Fund and ESI / Insurance and other laws, if any, applicable from time to time with following conditions.
   a. 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.
   b. All payments given by service provider to its work-force (personal) shall be given to their respective bank accounts (service provider should ensure that all the work-force should have bank account for receiving payment or
wages) in and the proof of payment shall be submitted to focal point of service receiver / GM, SMAO/VALF.

c. The service provider should maintain a Muster roll / attendance register and Register regarding distribution of wages to the work-force and the same shall be produced to focal point of service receiver for verification before 15th of every month.

d. The service provider shall obtain the signature of the work-force concerned against the entries relating to him on the Register of Wages/Muster Roll, and the entries shall be authenticated by the initials of the service receiver or his authorized representative and shall also be duly certified by the authorized representative of the GM, SMAO/VALF.

e. 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.

f. The work entrusted per day basis shall be entered in a Register provided by the service receiver and signature of work-force shall be obtained. This work register will be in custody of service receiver.

g. The payment of wages to the work force shall be made by service provider to its work-force on or before 7th of each month. The documentary proof of payment of wages to the work-force shall be invariably be furnished by the service provider and should maintain a register to this effect. Accordingly, Proof of transfer to Bank may be submitted in support of transfer.

h. The Service Provider’s bills shall be submitted before 5th (fifth) of every month with due certifications to the respective Paying Authority.

i. GST payment receipt proof

j. ESI payment proof

k. EPF payment proof

l. Salary payment proof of pay roll in the previous month to the deployed workforce.

22.11 The Service Provider should issue signed wage or pay slip/statement on their letter head to the work-force containing details of remuneration paid, recoveries made etc.,

22.12 The payment shall be made as per the quoted prices (with applicable variation As per clause and meeting minimum wages) with following conditions.
• If any, extra work force deployed for completion work on or before the stipulated period for the work package will not be considered for extra payment (Extra work force).

• Service provider shall plan additional workforce to compensate the planned/unplanned leaves of his workforce and ensure positive deployment of workforce per day to complete the works within the stipulated period.

22.13 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 work Package Order making the Service Provider liable for legal action besides termination of Work Package Order(s) and forfeiture of Security Deposit.

22.14 Payment will be made to the service provider inclusive of GST on production of proof. Change in taxes applicable, if any, from time to time as notified by the GST/CBEC, the actual taxes on the date of billing would prevail. While rendering bills to Accounts for payment, the service provider shall render documentary evidence with an undertaking of the deposits of Provident Fund, Insurance, contributions made by him in respect of the workforce under consideration for payment of wages, failing which, the payment of the bill will be withheld until such compliance. Service tax, if applicable shall be payable extra against documentary evidence.

22.15 The Service provider has to submit the Bills/Invoices as per the terms & conditions of the Bid Document and work package contract.

22.16 If the Service provider is liable for any penalty as per the SLA, the same shall be adjusted from the payments due to the Service provider.

22.17 SDSC (service receiver) will release the payment within 20 days of submission of valid invoice subject to the condition that, invoice and all supporting documents produced are in order and work is performed to the satisfaction of the Service receiver. Service receiver shall be entitled to delay or withhold the payment of any invoice or part of it delivered by service provider, when the Service receiver disagrees with the contents of the invoice submitted by the service provider.

22.18 It is mandatory for the service provider to open a Bank Account at any Nationalized Bank for easy and quick payments. All payments under the work package will be made only on this Bank Account through Electronic Clearing System/ RTGS/ NEFT/ CBS within 20 working days after submission of bills.
22.19 Whatever the condition may be, it is the responsibility of the service provider to make monthly payment to his workforce by 7th of every month or as per the statutory legislation's applicable.

22.20 **Financial:** *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 Work Package Order.*

22.21 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 Work Package Order(s), the Service receiver shall be entitled to deduct/recover the same from the payment against the Work Package Order(s) due to the Service Provider.

22.22 The payment under the Work Package Order shall be inclusive of the following components

- Contributions towards Employer's and Employee's Provident Fund, wherever applicable.
- Contributions towards Employer's and Employee's State Insurance or Mediclaim Insurance, as the case may be.
- Service Charges to the Service Provider
- Cost of Identity Cards etc.
- Goods & Service Tax
- Cost of 2 sets of cotton uniform including its Stitching Charges and safety shoes, and Helmets for ONE Year.
- Cost of Consumables mentioned for cleaning of the facility as mentioned in Chapter C.

23. **Goods and Service Tax (GST)**

- GST shall be payable extra against documentary evidence at the prevailing rates from time to time.

24. **Income Tax**

- 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 service provider.
25. Wage Disbursement, minimum wages and labour laws

25.1. The Service Provider shall ensure that the remuneration paid to work-force engaged shall not be less than the minimum wages fixed by the Ministry of Labour and Employment, Government of India/State Government, from time to time.

25.2. 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 work-force including the deductions, by 10th of the following month.

25.3. It should be ensured that the work package comply with all Labour laws, Minimum wages Act, payment of Employees Provident fund, and ESI and also to ensure that minimum wages at prescribed rate (As fixed by the Central Labour Service receiver/ Ministry of Labour & Employment) are payable to the personal engaged per day. It is also the responsibility of the work package to see that all the applicable statutory provisions like PF etc (if any).

25.4. The service provider shall indemnify and compensate SDSC SHAR (service receiver), if SDSC SHAR (service receiver) as Principal Employer under the contract Labour (Regulation & Abolition) Act, 1970 becomes liable to assume any liability towards the work-force engaged by the service provider. In the event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in Toto.

25.5. The personnel deployed in the centre by the service provider shall remain the employees of the work package contract and they will not acquire any claim whatsoever for employment in the centre (or) right for regulation as employees of the service receiver (SDSC SHAR). The service provider and/or work-force (personals) engaged by the service provider shall not have any right to claim for employment based on the work done through the work package contract.

25.6. Work package order will be terminated, if it is found violation of “Terms & Conditions” of work package contract.

25.7. The payment of wages to the work-force shall be made by direct deposit in the bank accounts of work-force or by means of cheque and in the presence of Principal Employer or his representative and in our premises
on or before 7th of each month. The documentary proof of payment of wages to the personnel / acquittance shall be invariably be furnished by the service provider and shall maintain a register to this effect. The payment of wages to the work-force through Bank Transfer is also acceptable. Accordingly, proof of transfer to Bank Accounts of work-force may be submitted in support of transfer. Service provider shall pay Bonus to Work package workforce as per Bonus Act, 1965.

26. Mobilization of service provider

The entire assignment works has to be completed within a period as mentioned below:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Purchase Order/ Letter of Intent (LOI)</td>
<td>$T$</td>
</tr>
<tr>
<td>Submission of Security Deposit</td>
<td>$T + 15 \text{ days}$</td>
</tr>
<tr>
<td>Submission of the necessary documents to the focal point at SDSC SHAR</td>
<td>$T + 20 \text{ days}$</td>
</tr>
<tr>
<td>Allocation of the workforce by service provider for the facilities</td>
<td>$T + 30 \text{ days}$</td>
</tr>
</tbody>
</table>

27. Security Deposit & Solvency certificate

27.1. The Service Provider shall guarantee faithful execution of the Work Package Order(s) in accordance with the terms and conditions specified. As a performance security, the Service provider shall furnish security deposit for 10% of the annual total work.

27.2. Package order (s) value in the form of Demand Draft/Fixed Deposit Receipt/Banker’s cheque /Bank guarantee issued by a scheduled Bank as approved by the Reserve Bank of India and shall be valid beyond 2 months from the date of completion of the contract. The security deposit shall not carry any interest and shall be returned by the service receiver on completion of all the contractual obligations. The security deposit has to be executed within 30 days after the receipt of work package order (s) as per our specimen. **No extension of the date for submission of the security deposits will be entertained by the service receiver and failure to submit in time will result in cancellation of the work package order(s).**

27.3. In case of breach of any conditions under the Work Package Order(s), the Security Deposit shall be liable to be forfeited by the Service Receiver. In
addition, the Work Package Order(s) is also liable to be terminated and any amount due to the Service Provider against any other Work Package Order(s) from the Service Receiver is also liable to be appropriated.

27.4. 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/work package 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.

27.5. **Solvency Certificate for ₹ 8.00 lakhs** from a Nationalized/Scheduled Bank to be attached along with the bid.

**28. Penalty Clauses**

28.1. In case of delay in completion of the work due to non-supply of required persons following penalty will be applied
- Rs 600/- per day per person will be deducted.

28.2. In case the service provider encounters conditions that are likely to affect the timely performance of Services during the Work package contract period, he shall promptly notify the competent authority in writing of the fact of the delay, its likely duration and its cause(s) with justification.

28.3. As soon as practicable after receipt of the successful service provider’s notice, SDSC shall evaluate the situation and may, at its discretion, extend the successful service provider’s time for performance.

28.4. Except as provided above, a delay by the successful service provider in the performance of its delivery obligations shall render the successful service provider liable to the imposition of penalty, pursuant to conditions of Work package contract as envisaged in the Section: 29.

**29. Service Level Agreement (SLA) and Penalties**

29.1. **Penalty for the delay in completion of works and Start of work:**
- Subject to conditions of work package contract, if the successful service provider fails to commence the activities within the time period as mentioned in Mobilization of Work package (Section:26) of the bid document, competent authority shall without prejudice to its other remedies under the work package contract, deduct the penalty for the number of days till the day the work-force has been deployed (Section: 28.1).
• However, if the delay (including extended timelines) is beyond three months the work package contract may be terminated by Competent Authority and the entire Security Deposit will be forfeited.

29.2. **Penalty related to SLA (Service Level Agreement)**

• The purpose of the Service Level Agreement (here in after referred to as SLA) is to clearly define the levels of service that shall be provided by the Successful service provider to the SDSC SHAR (service receiver) during the duration of this work package.

• The SDSC SHAR shall conduct periodical / regular review of the performance of the services being provided by the successful service provider to validate the effectiveness of the signed SLA.

• This SLA document provides for minimum level of services required as per work package. Obligations based on performance indicators and measurements thereof.

• The successful service provider shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.

30. **Compliance with the Laws**

30.1 The Service provider has to comply with the following. Service provider shall submit the previous labour licenses for the major contract undertaken by them. Also, the Successful Service provider has to submit the Labour license after award of Work package contract and before commencement of the work.

30.2 **License for Worker-force**: The work package shall wherever applicable, obtain license under the contract Labour (Regulation & Abolition) Act, 1970 according to the number of work-force (persons) engaged by him on contract basis, depositing the prescribed fees and complying with the formalities.

30.3 Upon successful bidding, the service provider has to pay the wages to work-force as per Register of Wages-cum-Muster Roll of contract Labour Act, 1970 and as per Section: 25, Page no. 26). Maximum working days in a month shall be 22 days.

30.4 **Employee State Insurance (ESI)**: It is mandatory to comply with ESI in total at the rates notified by ESI from time to time. The Payment proof for Employee Contribution and Employer Contribution of ESI at the prevailing rates from time to time shall be submitted.

30.5 **EPF**: To ensure statutory payments like EPF regularly as per Act.

• The service provider shall have the Registration No. under the Employees’ Provident Funds Act & Miscellaneous Act/Rules.
• Arrangements to remit the prescribed contributions under the Employees’ Provident Fund and Miscellaneous Act, 1952, shall be made by the service provider and proof of remittance shall be submitted to Accounts department (Service receiver) along with bills.

• The prescribed employer’s contribution under the Employees’ Provident Fund and Miscellaneous Act, 1952, shall be reimbursed by SDSC SHAR (service receiver) to the service provider on showing proof of its payment to individuals account each month.

• The Employers’ contribution towards EPF will be reimbursed by ISRO/ SDSC SHAR (service receiver) to the service provider on submitting proof of payment made to the Provident Fund Authorities. Such reimbursement claim submitted by the service provider shall indicate the details of the work force, their EPF A/C No., their contribution, Employer’s contribution sought to be reimbursed, etc., and the EPF Challan amount shall tally with the Statement submitted for verification, when called for.

• The rate of employer’s contribution towards EPF and the rate of Employee’s contribution shall be paid at the prevailing rates from time to time.

• **Insurance for work forces:** All persons working in SDSC-SHAR against this work package shall be insured against probable accidents at work site during work. Copy of the insurance policy should be submitted to the work package person/work package manager of the service receiver before starting up the work. Work package shall do insurance to all its employee as per the labour law / insurance as per safety hazard level involved and applicable to India and the Andhra Pradesh state.

• The liability of the persons engaged completely lies with the service provider only. The service provider is also liable for any damages caused by his persons to any of the facility / equipment’s.

30.6 **Bonus:** service provider shall pay Bonus to all work package work-force (personals) of as per Bonus Act, 1965 at the rates prevailing/ notified from time to time.

30.7 **Indemnity Bond:** The Work package shall indemnify SDSC SHAR (service receiver) on Rs. 230/- Non-Judicial Stamp Paper against any action, claims or proceedings relating to infringement of all or any of the prevailing laws like Workmen Compensation Act 1923, contract Labour Regulation and Abolition Act 1970 and Central Rules 1971, EPF Act, ESI Act, Industrial Disputes and any
other Acts specifically not mentioned during the term of the work package contract. The Indemnity Bond has to be executed as per our specimen.

30.8 **Issue of Entry Pass:** For arranging Entry Pass to enter the Service receiver’s premises, the Service Provider should submit the details of their work-force to the respective focal Point and the same shall contain the following documents. The respective focal Point shall scrutinize the same and shall forward it to the Senior Administrative Officer, P & GA duly approved by their Divisional Head:

(a) Police Clearance Certificate.

(b) ID card issued by the Service Provider.

(c) Any valid Photo ID card issued by any Government Agency.

(d) Two copies of stamp size photographs.

30.9 **Police verification of the character and antecedents of the workforce:**

- For security reasons the service provider shall furnish immediately the names and residential address of work-force/personals whom they intend to deploy for the above work package on receipt of work order. If there is any addition or deletion of staff during the tenure of work package contract their names and addresses shall also be furnished.

- It is the responsibility of the Service Provider to arrange 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.

- The service provider shall also verify and certify the conduct of the work force at frequent intervals. If any of the work-force (personals) misbehaves or commits any misconduct, SDSC SHAR (service receiver) reserves the right to refuse permission to such persons to enter its premises, and such work force shall be withdrawn by the service provider immediately.

- The service provider shall employ only Indian National, above 18 years of age. Head, Purchase & Stores, SDSC SHAR (service receiver) reserves the right to expel any employee(s) of the service provider without assigning any reason.

30.10 **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
31. Safety & security

31.1 It is the responsibility of the Successful service provider to review and ensure the safety of work-force (personals), positioned at various facilities by him (service provider is solely responsible for any injury/ death of the work-force (personals) at service receiver work site).

31.2 Service provider has to give an undertaking that they will comply with prevailing Safety norms at site put forth by Service receiver.

31.3 The safety and Security regulations of Service receiver shall be complied during the Execution of work and implement safe methods and practices.

31.4 Hazardous chemicals, warning sign boards or tags are displayed in building, for safety awareness. The workforce have to strictly follow the same.

31.5 Entry into areas/facilities without proper authorization from the focal point of Service receiver will not be entertained.

31.6 Any incidents including near misses are to be reported to the focal point of Service receiver, immediately by the service provider.

31.7 It is the responsibility of the service provider to provide the Medical facility/ treatment to his workforce. However, Service receiver will provide the First Aid for any minor mishaps.

31.8 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 into the campus, maintaining high order of discipline while on duty.

31.9 The Service Provider shall take all safety precautions required for the execution of the work. They shall also be responsible for any loss of damage caused to Service receiver’s Property due to the negligence of the work-force and shall correct/replace the damaged property 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.

31.10 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.
31.12 The Service Provider shall solely be responsible for any theft, pilferage or misbehavior committed by any of the work-force (personal) 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.

31.13 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 of service receiver. 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.

31.14 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.

31.15 The Service Provider shall solely be responsible for the redressal of grievances/dispute relating to work-force engaged.

31.16 Service Provider shall ensure the equipment & tools used at site are safe & fit for use and also safe working conditions to his workforce.

31.17 The PPES provided to the work-force by service provider shall wear Personal protection equipment’s (Safety, helmets, Safety shoes and company cotton uniform) without hesitation.

- First Aid Kit, Safety shoes, Gloves and company cotton uniform (Two pairs per year) are in the scope of service provider.
- The service receiver materials should not be carried by any of the work-force (personals) to outside, failing which will lead to severe punishment as per Service receiver norms / rules.

32. Dress code

- All the work-force (personals) shall mandatorily wear the cotton dress (with identified color code), Safety Helmet and Safety Shoes at work place. Providing safety helmets and safety shoes as per IS standard is under work package contract scope. Color of the uniform can be finalized after consultation with the Service receiver after release of P.O. service provider has to provide Safety Shoes, Safety Helmet and uniform (minimum two pairs per year).
• 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.

33. Transportation

33.1 The Service provider has to plan & make his own arrangements for transportation of his work-force from Sullurupeta to service receiver site (SDSC SHAR) and back. The transportation of his employees to canteen trips and Internal trips between facilities (to carry out the works as per work schedule) in various shifts as per the Service receiver work schedules from time to time is under the scope of Service provider.

33.2 The Vehicle Assembly & Launch Facilities and solid motor assembly facilities are located inside at a distance of around 10 km from entrance gate of SDSC SHAR (service receiver). Also the facilities are spread across SDSC SHAR, Sriharikota, within the area of 20 Sq.km approximately.

33.3 The motor vehicles arranged by the Service provider shall be Passenger travel vehicle and shall be certified by the RTO. Fitness Certificates shall be obtained from the RTO annually and all the documents related to certifications (RC & FC etc.) shall be submitted to the service receiver for review periodically. Also, Service provider has to ensure the valid entry permission for travel of these vehicles inside SDSC SHAR (service receiver campus) by duly forwarding the request through focal point of service receiver and get the approval from GM,SMAO/VALF.

34. Accommodation / Medical / Food / Canteen Service / Gate pass and general condition to work-force (personal)

34.1 Depending on need, entry permit for certain individuals own vehicles will be provided by service receiver based on request, subject to the safety regulations.

34.2 It is the responsibility of the Service provider to ensure his workforce to stay within the circumstances of Sullurupeta to ensure positive attendance with timely discipline.

34.3 Accommodation, transportation and medical facilities for all the work-force is in the Service provider scope only.

34.4 The Service provider and/or his personnel will not be entitled for subsidized canteen facilities of service receiver. It is the responsibility of the Service provider to provide the canteen facility to his work-force (personals).
34.5 The work force deployed to service receiver by the Service provider shall remain the employees of the Work package and they will not acquire any claim whatever for employment in service receiver or right for regulation as employees of the service receiver.

34.6 Entry permit for the work-force personnel will be issued by service receiver. To enable to issue entry passes, the Service provider shall submit the list of personnel. It is the responsibility of the Service provider to return/surrender the passes after expiry and in case of non-compliance in this regard, service receiver reserves its right to withhold his payment till such time the passes are returned.

34.7 The Service provider and/or his personnel shall adhere to all the security provisions of SDSC SHAR (Service receiver). Service provider and his personnel are responsible for any violation of security provisions and indiscipline/agitation when they are inside the SDSC SHAR Centre. Any resultant liabilities/damages due to violation / indiscipline /agitation shall be borne by the Service provider.

34.8 Service receiver shall have the right to advise the Service provider to terminate the services of any of work-force (personal) for any violation of security provisions and/or for indiscipline/violent behavior, agitation, instigating other peaceful works. In case of such advice, Service provider shall comply with the same immediately.

34.9 Service receiver will not, in any manner be responsible for any act, omission or commission of the workers engaged by Service provider and no claim in this respect will lie against Service receiver. If any such claim is made against service receiver by any worker or his/her heirs engaged / employed by the Work package, which service receiver is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the Work package working service receiver premises or otherwise, the Work package will be liable to indemnify /reimburse service receiver all the money paid in addition to the expenses incurred thereon.

34.10 The required quantity of work-force mentioned in the work Package contract may vary and is subject to change based on actual requirement of the Service receiver. The Service Provider has to complete any additional or sporadic requirement as required by the Service receiver by engaging additional work-force, if any required. The payment will be based on the quantum of work completed which should be duly certified by the focal point of service receiver. All works should be carried out as per the guidelines given by service receiver.
34.11 Service receiver will certify the capability of the person to do the job and related works base on the bio data experience certificate, any previous work done on the solid motors and related work.

34.12 The Service provider shall produce its proposed work-force (personal) to service receiver for technical interview by GM, SMAO/VALF, based on that persons suitability to work in high raised buildings.

34.13 If Service provider wants to change the certified personal with another, he shall produce the bio data, experience certificate, any previous work done by the person on solid motors to the service receiver one week in advance and produce him to service receiver GM, SMAO/VALF person for technical interview of the new person for certification to work with high raised buildings and related works.

34.14 The work-force persons identified for work should be minimum 18 years age and not more than 40 years of age with strong physique and willingness to work.

34.15 Service receiver supervisor / technician shall always be there along with work force employee for working with and giving necessary instruction.

35. Confidentiality

35.1 The tender contains information proprietary to Competent Authority (SDSC SHAR).

35.2 Competent Authority (SDSC SHAR) requires the recipients of this Tender to maintain its contents in the same confidence as their own confidential formation and refrain from reproducing it in whole or in part without the written Permission of Competent Authority (SDSC SHAR).

35.3 Competent Authority (SDSC SHAR) will not return the bids/responses to the Tender received.

35.4 The information provided by the service provider’s will be held in confidence and will be used for the sole purpose of evaluation of bids.

35.5 The successful service provider shall ensure the integrity of data in the respective offices.

35.6 Service provider shall ensure that the engaged resources (work-force personals) do not carry away any copy/backup of any data in any form which they are handling.

35.7 The details of work handled by the work-force personal, Supervisor and Establishment/Firm/Company 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-F.

36. Termination for Default

36.1 Under the normal circumstances, termination/short closing of the Work Package Orders(s) is not foreseen. However, in case of repeated non-performance of the Work Package Order(s), owing to deficiency of service or breach of Order conditions or cessation of the requirement, the Service receiver reserves the right to terminate the Work Package Order(s) wholly or partly by giving a prior notice of not less than 30 days, without any obligation on its side.

36.2 If the Service Provider want to withdraw the Work Package Order(s) voluntarily, a prior notice of 30 days is required.

36.3 The Work Package Order(s) is liable to be terminated without notice and the Security Deposit under the Work Package Order(s) shall be liable to be forfeited in the following circumstances.

36.4 For the breach of any material term, condition or provision of this Work Package Order(s) by the Service Provider.

36.5 In case the Service Provider provides any statement, representation or certification and the same is found false, deceptive or materially incorrect or incomplete.

36.6 The Service Provider or any of its workforce and agents commits or has committed or engages/engaged in fraud, misappropriation, embezzlement, malfeasance or misfeasance.

36.7 If the Service Provider terminates or suspends their business, without giving prescribed notice.

36.8 The Service Provider’s license or certification is suspended, terminated, revoked or forfeited.

36.9 If the Service Provider failed to comply with any applicable law of the land.

36.10 In the event of sustenance of loss by the Service Provider due to the premature termination of Work Package Order(s) by the Service Provider, the same shall be recovered from the Security Deposit.

36.11 The Service Provider fails to perform any or all of the obligations within the time Period specified in the agreement or any extension thereof granted, by Competent Authority (SDSC SHAR).

36.12 The quality of the delivery of various tasks during the work package period is not up to the satisfaction of the Competent Authority.

36.13 The Service Provider fails to perform any other obligation under the agreement.
36.14 The work package may be terminated if it is found that data integrity has been compromised.

36.15 In the event of the Competent Authority (SDSC SHAR) terminating the work package in whole or in part, pursuant to clause above, the Competent Authority (SDSC SHAR) may procure at Service Provider’s risk and cost upon such terms and in such a manner as it deems appropriate, items or services similar to those remaining undelivered.

36.16 The Service Provider shall stop the performance of the Work Package Order(s) from the effective date of termination. No consequential damages shall be payable to Service provider in the event of termination.

37. **Code of conduct**

A. **Code of conduct for Successful Service provider:**

37.1 Successful service provider shall provide required work force as mentioned in Work formats and Section: 43 of this document to SMAO/VALF facilities and at various work places in the provided timelines.

37.2 Successful service provider shall be responsible for management of work-force personal. This includes (but is not limited to) work performance, leave management, scheduling, salary, discipline, punctuality, behavior, code of conduct, submission of their PF, TDS deduction and other compliances related to labour & other statutory laws etc.

37.3 Successful service provider shall ensure that the work-force personal provided, do not approach the Service receiver for any issues related to salary, leave, etc.

37.4 As per Government Regulations, the work-force provided shall never be considered for government jobs based on this work package and it is the responsibility of the service provider to communicate this to the candidates clearly. Any communication related to the same shall not be entertained.

37.5 Successful service provider shall ensure that, his work-force personal observe the office timings and working days as applicable in work formats and monthly schedules mutually agreed by service receiver and the Service provider. Due to exigencies of work, the deployed work-force may have to come on holidays/Sundays.

37.6 Successful service provider shall be held responsible along with the concerned work-force personal in case of any malpractices and violation of ‘Model Code of Conduct’ by his work-force.

37.7 The cell phone, camera, USB memory sticks, Data Cards and other electronic
gadgets are strictly prohibited for the work-force personal for bringing into the premises of service receiver (SDSC SHAR). Violation of the same will attract with the service receiver penalty / punishment procedures as per the work package contract safety manual.

37.8 Penalty (if any) shall be applicable only to the Service provider and shall not affect the salaries of the work-force supplied.

37.9 The Successful Service provider shall not sublet, transfer or assign the work package contract or any part of the assigned work. In the event of contravening this condition, the Service receiver shall be entitled to terminate the work package contract, at the risk and expense of the successful Service provider.

37.10 The personnel engaged by the Service provider for executing the Work Package Order(s) in SDSC SHAR (service receiver) shall sign a Non-Disclosure Agreement. It shall be the Service provider’s responsibility to get the signature of their personnel on the Non-Disclosure Agreement and submit the same to the SDSC SHAR (service receiver). Any violation in this regard will result in the termination of the work package order/contract without any notice.

B. Code of conduct for workforce:

37.11 All the workforce shall strictly follow their working timings.

37.12 All the workforce shall behave decently with the staff of the Service receiver. The successful service provider’s personnel shall be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of the Service receiver (SDSC SHAR).

37.13 Cleanliness shall be maintained inside the office.

37.14 The successful service provider shall be responsible for any act of indiscipline on the part of work-force personal deployed by the successful service provider. Work-force personal shall not be politically motivated/ influenced and involve in the Union activities against the Service receiver.

37.15 Work-force personal shall not interfere with the duties of the employees of the Service receiver.

37.16 Any other condition, rule specified by the work formats for maintaining enthusiastic and efficient work environment in the SMAO and launch Facilities of VALF.

38. Force Majeure

38.1 Notwithstanding anything contained in the provisions of conditions of Work package contract, the Successful Service provider shall be liable for forfeiture of its Security Deposit, penalty or termination for default, if and to the extent that, its’
delay in performance or other failure to perform its obligations under the work package contract is the result of an event of Force Majeure.

38.2 In case, completion of job is delayed by any circumstances such acts of god, sabotages, civil commotion, riots, insurrections, 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 work package as may be reasonable without prejudice other terms and conditions of work package order(s).

38.3 If a Force Majeure situation arises, the Successful Service provider shall promptly notify SDSC SHAR (service receiver) in writing of such conditions and the cause thereof. Unless otherwise directed by SDSC SHAR in writing, the Successful Service provider shall continue to perform its obligations under the Work package contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

39. Termination for Insolvency

39.1 Competent authority (SDSC SHAR) may at any time terminate the Work package contract by giving written notice of 30 days to the Successful Service provider, if the successful service provider becomes bankrupt or otherwise insolvent.

39.2 In this event, termination will be without compensation to the Successful Service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to competent authority (SDSC SHAR).
40. Termination for Convenience

- Competent authority (SDSC SHAR), by written 30 days’ notice sent to the Successful Service provider may terminate the Work package contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for SDSC’s convenience, the extent to which performance of the Successful Service provider under the Work package contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful service provider would be paid by competent authority (SDSC SHAR).

41. Disputes, Arbitration, Applicable Law and Jurisdiction

41.1 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 (personal) and action taken for settlement.

41.2 If any dispute of any kind whatsoever shall arise between service receiver (SDSC SHAR) and the Successful Service provider in connection with or arising out of the Work package, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. At First level the issue to be referred to the DD, VALF within 30 days of dispute and the DD, VALF shall inform his decision within 30 days from the written intimation. If DD, VALF decision is not acceptable to the Service provider/Work package, at second level, it will be referred to the Director, SDSC within 30 days of DD, VALF communication. If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute can be resolved as per Indian Arbitration & Reconciliation Act, 1996, and the rules framed there under.

41.3 The Laws of India shall govern this Work package contract for the time being in force. The courts of Andhra Pradesh only shall have jurisdiction to be with and decide any legal matters or disputes whatsoever arising out of the work package contract.

42. Special Terms and conditions for Work package/Work package workforce

42.1 Required equipment and consumables will be provided by service receiver for Work-force personnel for providing the services under this work package
contract. It shall be the responsibility of the Work-force personnel to utilize safely and properly and any misconduct in this regard will be reviewed seriously and Work-force personnel services are liable for termination

42.2 Entry permit for the work package’s personnel will be issued by service receiver. To enable to issue entry passes, the work package shall submit the list of personnel along with their address proof. It is the responsibility of the Work package to return/surrender the passes after expiry and in case of non-compliance in this regard, service receiver reserves its right to withhold his payment till such time the passes are returned. In case if Work-force personnel required to be issued smart cards for access control and attendance monitoring, the cost of the smart cards shall be borne by the work package and antecedent report from the Police shall be submitted.

42.3 Work package personnel shall not enter the other facilities/Buildings, where they are not authorized to enter.

42.4 Work-force personnel should not carry cigarettes, match box etc. along with them while reporting for duty at service receiver site.

42.5 Service receiver will not be responsible for any injury, accident, death occurs to the Work-force personnel while discharging the duties at service receiver. All the liabilities in this regard shall rest with the service provider only and no claim will be entertained in this regard.

42.6 Any damage is caused to ISRO / SDSC SHAR (service receiver) property by any work force of the service provider or if they sustain any injury due to their negligence, the responsibility for the same shall solely rest with the Service provider, and an Indemnity Bond to this effect shall be executed by the Service provider.

42.7 Service receiver (SDSC SHAR) will not, in any manner be responsible for any act, omission or commission of the workers engaged by Service provider and no claim in this respect will lie against service receiver. If any such claim is made against service receiver (SDSC SHAR) by any worker or his/her heirs engaged / employed by the Service provider, which service receiver is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the work-force of the Work package contract working service receiver premises or otherwise, the Work package contract will be liable to indemnify /reimburse service receiver all the money paid in addition to the expenses incurred thereon.
42.8 The work package contract shall indicate the telephone, mobile no & fax numbers (Both official and residential) of the proprietor of the company / establishment for communication purpose.

42.9 The service provider shall fulfill all security conditions as applicable to Service receiver, SDSC-SHAR and abide by Security instruction for all purpose.

42.10 The Police Verification Report and Security clearance for all the work-force personnel are to be ensured before commencing the work by the Service provider.

42.11 In case of any damage or loss caused to Service receiver (SDSC SHAR) property by the work force supplied, the same shall be charged from the Service provider. It must be ensured by the service provider by submitting an affidavit on non-judicial paper of Rs.100.00 (Rupees hundred only) stating therein that he will bear the loss out of his own pocket.

42.12 The loss caused to Service receiver (SDSC SHAR) on account of negligence/dereliction of duties by the work-force of the work package contract, shall be established after a joint inquiry comprising the representatives of Service provider and Service receiver shall be within its right to make it good from the work package contract.

42.13 The service provider shall maintain all necessary registers and display notices as per mandatory requirement under the law of land.

42.14 The Service provider shall ensure that any dispute between him and his work-force is settled outside the company premises, and they shall in no way utilize the premises property etc., for this purpose.

42.15 The service provider shall work as per the safety practices and regulations imposed by the service receiver.

42.16 The service provider shall deploy qualified and trained work-force as per work package contract.

42.17 To ensure strict compliance with work permit system by carrying out work only with appropriate work permits and after ensuring that all safety precautions/conditions in the permit are complied with and closing the same after completion of the work package contract.

42.18 All the liabilities of supplied work-force directly or indirectly will be the sole responsibility of the service provider. The other statutory expenses like EPF, ESI, bonus, etc will be the responsibility of the service provider.

42.19 The service provider shall full-fill all conditions required under Labour contract employment Act.
42.20 The service provider shall be governed by the laws of India and interpretations in accordance with such laws.

42.21 The service provider shall have independent EPF, GST codes. The Service provider has to produce the EPF / Tax / Challans / Receipts of remittances & detailed monthly wage sheet to service receiver along with monthly bills as applicable to the nature of work.

42.22 The service provider shall have certificate from Income Tax Officer for tax exemption otherwise income tax at the rate as applicable as per Income Tax Rules shall be deducted at source.

42.23 The payment(s) to be made to the Service provider are subject to deduction of tax(s) Cess leviable by Government as per rules from time to time and will be made after the completion of every month on doing the assigned work.

42.24 In case of disputes for non-payment of wages to the supplied work-force or any other disputes, the payment due to the service provider can be withheld till settlement of the disputes by service receiver or on the orders of the court of law.

42.25 The service provider shall submit the work-force personnel details / contact details and minimum wages being paid as and when SDSC-SHAR insists.

42.26 The service provider shall pay wages to his employees at the rates more than or equal to the maximum of minimum wages fixed by Govt. of India/ Andhra Pradesh State Govt./ District Collector Nellore or as approved by service receiver.

42.27 The service provider shall abide by all the law of land including Labour Laws (EPF, ESI, Income Tax, Service Tax (GST) or any other extra taxes levied by the Government) Companies Act, Tax deduction liabilities, 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 Service receiver in any way whatsoever, Compliance of these provisions shall be ensured at the time of making monthly payments.

42.28 The contract shall be interpreted, construed and governed by the Laws in India. In the event of any dispute /s, difference /s or claim /s arising out of or relating to the interpretation and application of the Work Package Order(s), such dispute / s or difference /s or claim/s shall be settled amicably by mutual consultations of the good Office 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 claims/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and and procedures of Arbitration and conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in SDSC SHAR in the arbitration and conciliation centre-SDSC SHAR (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 consideration and written decision of the arbitrator shall be final and binding between the parties. The applicable language for arbitrator shall be English” Only.

42.29 Work under the work package order(s) shall be continued by the service provider during the pendency of arbitration proceedings without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the Service receiver or unless the matter is such the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

42.30 **During contract period in case the revision of minimum wages, ESI, EPF and any other taxes if its increases it should be borne by the service provider only.**

42.31 **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 Work Package Order and for any default of activities and obligations.

42.32 **Severability**

- If any provision of this Work Package Order 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 Work Package Order.

42.33 **Immunity from liability**

- Every person who is service provider to the Work Package Order 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 Work Package.
42.34 Intellectual Property

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

The requirement of work force purely depends upon the activities of service receiver for the work package contract. The mere mention of the number of work-force against this work package order(s) does not by itself confer any right on the service provider to demand that work relating to or any item thereof, should necessarily or exclusively be entrusted to the service provider. The service receiver reserves the option for allocation of work force to meet the work 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 work package order(S).

To complete the facility work package works of SMAO/VALF division of service receiver, Service provider shall provide the following workforce based on 5-day operation per week. In general, only general shift (09:00 hrs to 17:30 hrs) will be operational. The Category and Trade/ Discipline of work force is given below. The required qualifications shall be met for the category of work force as given below. The Service Provider shall ensure that the work assigned to them is completed within the prescribed time-limit, under his Supervision.

A. The Service Provider shall provide their qualified workforce for cleaning of all above buildings mentioned with expertise in respect of the following skill sets Minimum Deployment required per day.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Discipline/ Category</th>
<th>No. of work force</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMAO facilities</td>
<td>Helper</td>
<td>04 Nos per day</td>
</tr>
<tr>
<td>SRC</td>
<td>Helper</td>
<td>01 Nos. per day</td>
</tr>
<tr>
<td>Total Minimum workforce deployment</td>
<td></td>
<td>05 Nos. per day</td>
</tr>
</tbody>
</table>

Note: Cleaning of all the buildings is to be completed once in a month
Note:
- If manpower (5 persons per day and 22 days per month) is not supplied by the service provider, the penalty shall be imposed on the service provider.

44. Responsibilities and General nature of work for the work package.

- General description of works for workforce deployed across various facilities of SMAO/VALF are given below. **However, work package contract workforce has to perform any job assigned by Concerned Focal point of service receiver from time to time apart from whatever is listed below as well as given below in Section: 44 (page. No. 46).**

Details of the works to be done by the Helper are as given below.

### 44.1 Cleaning of SMAO buildings:

- **Minimum persons required are 04 Nos. per day for cleaning SMAO Facilities.**

It involves all the **Cleaning of SMAO facilities 2CR,6C,2A,2A1,2F, PSPF,PSAB & BSHB** at VALF.

**2CR:** 2CR facility is meant for preparation, inspection and assembly PS0-XL segments and inspection and assembly of igniter with Special purpose motors like RS1,RS2,Ullage motors for PSLV flights.

**6C:** 6C assembly bay is meant for preparation, inspection and assembly S139 segments, PS0-XL segments and maintenance of S139 segments for PSLV/GSLV flights.

**2A:** 2A facility is meant for receipt, inspection and harness assembly and storage of PS0-XL hardware for PSLV flights.

**2A1:** 2A1 facility is meant for receipt, inspection and end ring assembly and storage of S139 hardware for PSLV/GSLV flights.

**2F:** 2F Magazine is meant for storage of explosives like Special purpose motors and igniters and also S139,S200,HPS3,SS1,SS2 and SS3 and HSP igniters.

**PSPF:** PSPF facility is meant for receipt, inspection and maintenance of S139 segments for PSLV/GSLV flight and also HSP motors for Gaganyan.

**PSAB:** PSAB facility is meant for preparation, inspection and assembly PS0-XL segments and inspection and assembly of igniter with Special purpose motors like RS1,RS2,Ullage,S200-JM,L110-SM motors for PSLV flights and also S200 igniter preparation and assembly works.
BSHB: BSHB is meant for receipt, inspection and harness assembly and storage of PS0-XL hardware for PSLV flights and also for receipt, inspection and end ring assembly and storage of S139 hardware for PSLV/GSLV flights.

**Scope of works:**
- Cleaning of all walls, doors, windows, roof, EOT cranes, crane girders, catwalks, cable trenches, equipment like BOT, Pallet trucks, scissor lift platforms, Roller stands etc., & structural members like handling tackles, fixtures, assembly platforms, sliding doors and its rails etc., in SMAO facility buildings at VALF.
- This Cleaning includes removal of Cobwebs, unwanted materials, bird droppings, dust, mud, grease oil etc. and mopping of platforms, floors, etc.,
- The service provider has to provide and ensure that PPEs like, safety shoes, cotton cloth, goggles, helmets and safety belts all are to be used by the service provider personnel's during various operations.
- The service provider has to provide the following items for service provider personnel for cleaning the facilities.

**List of items to be provided by service provider per month for SMAO facilities:**
- Broom sticks – 2no.s
- Long poles with duster – 2no.s
- Brushes – 2no.s
- VIM detergent powder – 5 packets
- Collins (Glass cleaning detergent) – 3 bottles
- Harpic – 3 bottles
- Lyzol – 3 bottles
- Mopping sticks - 2no.s
- Naphthalene balls – 100 nos
44.2 Cleaning of SRC buildings:

- Minimum persons required are 01 No. per day for cleaning SRC Facilities.

It involves all the **Cleaning of SRC facilities Sounding rocket facility, Lightening towers at FLP & SLP area, ASLV Magazine area, Fire protection system in VALF, ASLV & SRF.**

Sounding Rocket Complex (SRC): It is responsible for Integration and Launch of RH200, RH560 and ATV vehicles. The team also maintains the Lightning protecting towers (LPT’s) of both the Launch Pads.

**SOUNDING ROCKET FACILITY:**

- UL-800 Launcher and shelter.
- New RH-560 launcher
- New mobile shelter
- Assembly jig cum transporters-3 Nos.
- RH-560 Assembly saddles-10 Nos.
- Assembly dollies –8 Nos.
- Lifting tackles-3Nos.
- Weight and C.G. Fixtures-2Nos.
- Payload tilting fixtures – 1No.
- Payload transportation platforms-2Nos.
- Universal launcher and shelter.

**Scope of works:**

- Cleaning of all walls, doors, windows, roof, EOT cranes, crane girders, catwalks, cable trenches, equipment like BOT, Pallet trucks, scissor lift platforms, Roller stands etc., & structural members like handling tackles, fixtures, assembly platforms, sliding doors and its rails etc., in SMAO facility buildings at VALF.
- This Cleaning includes removal of Cobwebs, unwanted materials, bird droppings, dust, mud, grease oil etc. and mopping of platforms, floors, etc.,
- The service provider has to provide and ensure that PPEs like, safety shoes, cotton cloth, goggles, helmets and safety belts all are to be used by the service provider personnel's during various operations.
- The service provider has to provide the following items for service provider personnel for cleaning the facilities.
List of items to be provided by service provider per month for SRC facilities:

- Broom sticks – 2no.s
- Long poles with duster – 1no.
- Brushes – 2no.s
- VIM detergent powder – 2 packets
- Collins (Glass cleaning detergent) – 2 bottles
- Harpic – 2 bottles
- Lyzol – 2 bottles
- Mopping sticks - 1no.s
- Naphthalene balls – 50 nos
Chapter-D

ANNEXURES / CHECKLISTS AND FORMATS
Annexure-A

45. Price bid format & price schedule for the work package

The Prices shall be quoted on-line in the price bid only. The format as per the Table no.01 given below is for the estimation of price on work package basis by the service provider. This format shall be confirmed in the techno-commercial bid without indicating the prices against work packages, however, it shall be mentioned as “Quoted” against each work package. The designation wise work package rates shall be filled in the Price Bid part online.

<table>
<thead>
<tr>
<th>Work Package</th>
<th>Category</th>
<th>Minimum no of service persons required per day for completing one time cleaning of all facilities per month</th>
<th>Total Period</th>
<th>Consolidated number of times cleaning for a period of one year (P)</th>
<th>Rate for cleaning of all facilities for one time (r = 5persons x 22days x cost per man day*)</th>
<th>Legend</th>
<th>Total Amount in Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In figures</td>
</tr>
<tr>
<td>Work contract for cleaning of SMAO &amp; SRC facilities</td>
<td>Helper</td>
<td>5</td>
<td>1 year</td>
<td>12 times</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Number of Service Personals</td>
<td>5</td>
<td>Total Basic Amount A=W</td>
<td></td>
<td>Rs…………………</td>
<td>W=P x r</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service charges to the service provider in % to the total amount (A) above</td>
<td>..........% of A</td>
<td>B</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total C=A+B</td>
<td>C</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goods &amp; Service Tax (GST) 18% of C</td>
<td>18% of C</td>
<td>D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One time cost of identity cards for total (N) no of service personnel including GST (if any)</td>
<td>Rs:.........</td>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of 2 sets of cotton uniform including its stitching charges for 1 year for total (N) no of service personnel including GST (if any)</td>
<td>Rs:.........</td>
<td>F</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of Consumables to be provided as per scope of work provide in Section : 44 for a period of one year</td>
<td>Rs:.........</td>
<td>G</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance premium charges including GST towards all risk insurance policy (for each service personnel of the service provider with a minimum coverage of Rs 10lakhs) for 1year for total (N) of service personnel</td>
<td>Rs:.........</td>
<td>H</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total GT= (C+D+E+F+G+H) Rs</td>
<td>GT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost for cleaning of SMAO &amp; SRC facilities for one time</td>
<td>T</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Cost per man day includes = Minimum wages + Transportation + ESI + EPF
Note:

Price for works package has to be quoted, price variation will be as per the clause mentioned in the tender document applicable.

Salient Points / Conditions w.r.t. Price Bid/ Price Schedule:

1. * **Basic cost includes work package unit cost, Minimum wages, Transportation, two pairs of safety shoes to the each service personnel.**
2. * **ESI Insurance, EPF of the service personals engaged for each work package is to be considered. It is to be proportionately calculated for unit of work accordingly**
3. **Service provider has to ensure the Minimum wages to the service personnel.**
4. Service provider shall upload the signed & stamped copy of their Techno-Commercial Bid in e-procurement portal.
5. Service provider shall also submit the above Price Bid in Format as per Table-01 along with Part-1, i.e., Techno-Commercial Bid by mentioning “quoted” against each work package.
6. Penalty clause will be imposed for Non-execution of works within the stipulated period as mentioned in the section 28 & 29.
7. **During contract period, in case of revision of minimum wages, ESI, EPF and any other taxes if its increases it should be borne by the service provider only.**
8. Price Schedule for work package (Filled Annexure A) (shall be uploaded in Price Bid Supporting documents and in e-procurement only).
9. All the rates should be given both in figures and in words.
10. Quote/price bid should be given to the respective category in the above table only.
11. It may be specifically noted that the bids not meeting even the basic cost of inputs i.e., unreasonably low prices to undercut or predatory pricing and obtain the work package orders(s) are liable to be rejected by service receiver in order to ensure quality, as the service receiver cannot compromise quality work. Likewise, quotes less by 20% (twenty percent) of the estimate (inclusive of GST) will be considered as unreasonable quote and hence will be summarily rejected.

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 Section: 45 quoted or referred to herein I am/are fully aware of the nature of the service required and my/our offer is to provide the services strictly in accordance with the requirements subject to the terms and condition stipulated in the enquiry and contained in the work package order(s) communicating the acceptance of this tender either in whole or in part.

*I/we understand that the decision for award of work package order will be decided on the sum total of all components listed above.*

Name & signature of the service provider

With date & seal
### Annexure-B

#### 46. Compliance Checklist for Techno-Commercial Terms

The Service provider has to fill / confirm the following format towards the compliance of Techno-Commercial Terms, minimum wages for the workforce engaged by him, etc and submit along with Techno-Commercial Bid in e-procurement.

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Description</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>All the bid-qualification criteria are met and relevant evidences are enclosed to support the criteria</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>2.</td>
<td>Service provider shall sign all the pages of the tender document and upload on online e procurement portal for acceptance the terms and conditions of the tender document of service receiver (SDSC SHAR)</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>3.</td>
<td>The full scope of work is understood and agreeable. There are no deviations to the terms and conditions of the tender. As a token of acceptance, each page of the tender document is signed and stamped and enclosed to the technical bid.</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>4.</td>
<td>Techno-commercial bid is submitted as per the tender document along with supporting documentary proofs (Refer Section: 8)</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>5.</td>
<td>Un-priced price bid is submitted along with the techno-commercial bid as a token of confirmation that all fields are properly filled in the price bid</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>6.</td>
<td>Price bid is submitted as per the format in the tender document.</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>7.</td>
<td>Price schedule for workforce uploaded in “Price Bid Supporting documents” in e-procurement.</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>8.</td>
<td>Service provider information is submitted as per the formats</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>9.</td>
<td>Security Deposit shall be paid as per the terms and conditions of the tender document</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>10.</td>
<td>Shall meet all statutory rules during Bidding/ contract stage</td>
<td>YES/ NO</td>
</tr>
<tr>
<td>11.</td>
<td>Shall comply with the Minimum wages act, EPF, ESI, Bonus, etc. as per prevailing rates from time to time</td>
<td>YES/ NO</td>
</tr>
</tbody>
</table>
Annexure-C

47. **Compliance statement to be provide by the service provider**

(To be provided by the service provider with tender document on their letter head)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Conditions in work package tender/requirements</th>
<th>Minimum number of workforce required</th>
<th>Workforce details have experience in the said skill set</th>
<th>Compliance yes/no</th>
<th>Explanation comments</th>
<th>Details of relevant documents attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Work package for Cleaning of SMAO facilities: 2CR, 6C, 2A, 2A1, 2F, PSPF, PSAB, BSHB and SRC high rise buildings at VALF</td>
<td>Skilled Labour: 5 Nos</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Dated this the ............... day of....................... 2020 at.........................

(Signature of Authorized signatory of the service provider with seal)

Name in full:
Annexure-D

48. Self-declaration by the service provider

(To be provider by the service provider with their bid on the letter head of the service provider)

1. I/We………………………………………………………….son/daughter/wife/husband of Shri /Smt……………………………………………………………..(Proprietor/Partner/Director/ authorized signatory of the firm) I am competent to sigh 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/document furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of out 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 statuary requirement /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 SDSC SHAR.

7. I/We also agree to submit the monthly bills / invoice to the paying authority before 7th of the following month itself with due certification.

8. I/We also agree to strictly provide self-attested proof of crediting remuneration to the Bank account of our work-force as per labour laws/rules.

9. I/We also agree to adhere to all the classes of the general terms and conditions of the work package.

Date:............................................................. (Signature of authorized signature with seal)

Place:............................................................. Name in full:
Annexure-E

49. Service provider Information for Techno-Commercial Bid

1. Service provider information sheet

<table>
<thead>
<tr>
<th>S.No</th>
<th>Particulars</th>
<th>Details</th>
<th>Page no. (for any attachment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the firm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Registered office address</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone number</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax number</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Correspondence Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Details of the Contact Person (name, designation, address)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone number</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax number</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Year and Place of the establishment of the Company/firm/society</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>GST/ESI/ EPF Registration details</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Details of the offices present with in India, if any</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Quality Certifications, if any</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Financial Capability

Format for providing Financial Information

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Overall Turnover</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Net Profit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Net Worth</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3. Experience
Specific experience in contracts of a similar nature shall be submitted in multiples owing to more than one project description

<table>
<thead>
<tr>
<th>S. No</th>
<th>Item</th>
<th>Guidelines</th>
<th>Attachment Ref. No. for details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Client Details</td>
<td>Name, Contact Person’s name and number.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Relevant Work Area/domain</td>
<td>Please specify the area of work/domain relevant to the requirement of this Tender Document</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>No. of locations &amp; number of work force</td>
<td>Please specify no. of locations and work force for implementation</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Scope of Work</td>
<td>highlight Key Result Areas expected and achieved</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Work package contract Value (in INR)</td>
<td>Provide particulars on work package contract value assigned to each major phase and Milestone.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Work order issuance date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Project Completion Date</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annexure-F

(To be submitted by the service provider in their letter head to the service receiver)

**Undertaking**

I/We ................................................................. (Authorized person of the service provider).......................... (Designation) of M/s .......................................................... (service provider’s name & address) participating in the tendering process for award of work under the work package order(s) in Satish Dhawan space Centre, service receiver, Sriharikota do hereby undertake that:

1) I/we have read and understood the general terms and conditions of the work package tender.

2) I/we as well as the work force to be deployed for carrying by me/our firm/society/agency company will maintain confidentiality of the work awarded to us and will not divulge any information that had come to 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 work will not retain of remove any drawings, electronic records or any documents related to such work from the premises/establishment 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 work package order(s) 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 work package and this undertaking, the service receiver has the right to cancel the work package order(s) 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 work package.

Dated this the........................................... day of.................Year. at..........................................

(Signature of authorized signatory of the service provider with seal)

Name in full:
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.


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 Srisiharikota 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. Tenders which materially depart from the requirements specified in the tender document or which contain false information.

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

g. 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.