

भारत सरकार
अन्तरिक्ष विभाग
सतीश धवन अन्तरिक्ष केन्द्र
शार
श्रीहरिकोटा रेंज डा.घ.524 124,
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TENDER NOTICE NO. SDSC SHAR/Sr.HPS/PT/SCF/SPP/18/2020-2021

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

SI No	Ref. No.	Description	Qty.
01	SHAR/SC/2020 E 13547 01 e-procurement [Single Part basis]	Loading and Unloading Support Services for all the Stores in SDSC SHAR	10,000 Service Activities

Last Date for downloading of tender documents : 05.10.2020 at 12:00 hrs.
Due Date for submission of bids online : 05.10.2020 at 12:00 hrs.
Due Date for Bid Sealing on : 05.10.2020 at 12:00 hrs. to 05.10.2020 at 16:00 hrs.
Due Date for Open Authorization : 05.10.2020 at 16:00 hrs. to 07.10.2020 at 14:00 hrs.
Due Date for opening of tenders : 07.10.2020 at 14:00 hrs.

Instructions to Tenderers:

No tender fee and EMD shall be applicable for tenders submitted through EGPS

01. For full details/scope of work and terms and conditions etc., please see the enclosed annexures.
02. Interested tenderers can download the e-tender from ISRO e-procurement website <https://eprocure.isro.gov.in> and submit the offer online 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 online in the e-procurement portal.
04. Quotations received after the due date/time will not be considered.
05. The tender documents are available for download up to **05.10.2020, 1200 hrs. and last date for submission of tenders on line is 05.10.2020, 1200 hrs. and Tender Opening on 07.10.2020, 14:00 hrs.**
06. Sr. Head, Purchase and Stores, SDSC-SHAR, Sriharikota reserves the right to accept or reject any/or all the quotations.

DT: 10.09.2020


Sr. HEAD, PURCHASE AND STORES

Terms and Conditions :

1. Scope of work/Service Activity(SA):

- a) Each Service activity involves opening of packages, segregation of materials, removing of materials from boxes, assistance in checking and also stacking the materials for inspection.
- b) Loading and unloading of consignments, equipment, furniture, stationery, common stock items, gas cylinders and other materials/consignments into/from trucks, trolleys and handing over the same to indenters and unloading of items collected from suppliers/ facilities/divisional stores. Loading and unloading of rejected/unserviceable items at specified places and arranging them in lots.
- c) Shifting of various materials such as equipment, machinery, furniture, raw materials and stationery from one division to another and other related shifting/loading/unloading works etc.
- d) Shifting of files to record rooms, tying of files, arranging files in order, movement of files from one office to other office, loading of files/records to vehicles and unloading, helping in records weeding etc., and any other job assigned by the Contract Manager from time to time.
- e) The daily requirement of service activities as on date shall be a minimum of 20 activities. The number may increase/decrease depending upon the work load. The Contract Manager shall intimate the Service Provider the required number of SAs from time to time.
- f) The number of service activities required shown above is indicative only. No guarantee can be given as to the definite number of Service Activities required at any time or during the period of the contract. The requirement of SAs is purely depending upon the activities of the SDSC SHAR. The number of SAs required may increase/decrease as per the requirement of SDSC SHAR activities and the service provider shall provide the required number of SAs as and when requested.
- g) Contractor shall also ensure that the work force provided to accomplish the SAs are having good physique for carrying laborer works, discipline, honesty and maintain decency and decorum at all times. The work force should abide by the rules and regulations issued by the organization from time to time especially those regarding safety, security and confidentiality. SDSC SHAR shall have the right to advise the Service provider to terminate the services of any worker for any violation of security provisions and/or for indiscipline/violent behavior, agitation, instigating other peaceful work force, etc. In case of such advice, Service provider shall comply with the same immediately.
- h) SDSC SHAR reserves the right to increase or decrease or withdraw SAs in part/full without assigning any reason.
- i) The Service Provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- j) The Service Provider shall identify a coordinator who would be responsible for immediate interaction with the SDSC SHAR so that optimal services of the work force deployed by them could be availed without any disruption.

2. Operation of the Contract:

- a) This contract will be operated by RO-LSSF Stores, SDSC SHAR and Sr. Purchase & Stores Officer, RO-LSSF Stores shall be the Contract Manager; and services shall be provided at Central Stores, RO-LSSF Stores, VALS/SMP&ETF Stores and SPROB Stores as per the utilisation plan given below at 2(d), Contractor should provide unskilled workforce having experience in handling materials. The workforce will be used for loading, unloading, shifting, stacking of consignments, material, furniture, gas cylinders,

equipment and office records, placing the empties in yard, handling the unserviceable/ rejected materials, cleaning of the racks and bins etc., at respective stores as well as at the facilities/divisions/sections of SDSC SHAR on service activity basis only.

- b) Contractor shall also ensure that work force provided is having good discipline, honesty and maintain decency and decorum at all times. They should abide by the rules and regulations issued by the organization from time to time especially those regarding safety, security and confidentiality and follow the instruction of concerned Assistants and the officers.
- c) Service Activity Schedule:
 - I. Support services shall be extended on all working days of SDSC SHAR. Services shall also be provided on Saturdays and on any other holiday in case of need.
 - II. The office hours will be from 0900 hours to 1730 hrs. with 30 minutes lunch break. In case of exigency of work, the work force deployed shall be ready to work beyond office hours. Over time shall be paid for extra hours on pro rata basis.
- d) Utilisation Plan of Service Activities :

No. of Service Activities per day at Central Stores, Keepakam area = 10

No. of Service Activities per day at RO-LSSF Store, Keepakam area = 4

No. of Service Activities per day at VAST Stores = 3

No. of Service Activities per day at SPROB Stores = 3

Total Service Activities per day = **20 Service Activities per day**

Note : SDSC-SHAR reserves the right to increase or decrease number of Service Activities at its discretion, without any notice to the Contractor.

3. Responsibilities of the Service Provider:

- a) The Service Provider shall ensure deployment of work force who are capable of performing the nature of work as mentioned in the scope of contract, at the specified stores, viz., SPROB Stores, VAST Stores and RO/LSSF Stores by 08:55 hrs. in the morning. **The Service Provider shall transport their work force in their own vehicle at SPROB and VALF Stores.** The contractor's work force should not use ISRO departmental vehicles for reaching the duty point or to go back from the duty point.
- b) **Bidders shall include a reasonable amount of transport charges for the work force deployed in VALF and SPROB Stores, per each service activity, in their service charges indicated against Sl.No.5 of the price bid**
- c) Contractor should submit the Vehicle No., details and relevant certificates of the vehicle being used for transporting the work force to SPROB and VALF Stores for obtaining vehicle entry permit.
- d) The Character and Antecedents of the workforce shall be got verified through record check by the Service Provider/Contractor from the concerned Police authorities and the Original Police Report shall be submitted to the Contract Manager.
- e) Bio-data and two passport size photographs of each candidate of the work force deployed shall be sent to the Contract Manager for arranging entry pass/record.
- f) The Service Provider shall have his First Aid Kit at the designated place in SDSC SHAR for the use of his work force.

- g) The work force, once approved for the service, shall not be changed without the prior concurrence of the Contract Manager.
- h) The Services of work force will be required from Monday through Friday with eight hours per day. The Service Provider shall ensure availability of the workforce on all working days. However, in case of any requirement for services of such work force on Saturdays, Sundays and Public Holidays and beyond/before office hours, the payment will be made on pro-rata basis.
- i) In case of any revision of wages during the currency of the contract, there shall be no change in the Service Charges/Profit margin payable to the Service Provider.
- j) In case, the person(s) deployed by the Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Service Provider shall be liable to take appropriate disciplinary action against such persons, including their removal from the duty. The Service Provider shall replace any of its work force who are found unacceptable to SDSC SHAR because of security risks, incompetence, conflict of interest, improper conduct or for any other reasons, immediately upon receiving instructions from the Contract Manager.
- k) **Service Provider/Contractor should provide to their work force, good quality safety shoes, hand gloves and safety gadgets, as required for the nature of work of the contract.** SDSC SHAR shall not be held responsible for any injuries, loss of limbs, loss of life of the contractor's work force, due to non-compliance to the safety norms/requirements.
- l) In case the Contractor/Service Provider violates the terms and conditions of the contract or fails to provide services required despite SDSC SHAR having served them notices, the contract shall be liable to be terminated and security deposit shall be forfeited.
- m) SDSC SHAR reserves the right to terminate the contract without assigning any reason by giving a prior notice of 30 days.

4. Deployment of Work force for the service activities :

- a) The service provider shall execute the work by positioning/deputing unskilled work force. The Service provider shall employ only Indian Nationals.
- b) A written communication will be sent to service provider on number of work force to be deployed, duration and location of services required. Based on such communication, the Service provider should deploy their work force. As and when demanded, the service provider shall take-up required services.
- c) If any of the contract work force is found unacceptable for any reason, the service provider shall be required to deploy a suitable substitute immediately.
- d) Since the Service Activity required to be carried out by the contractor's work force engaged against this order is of sporadic nature, whenever the requirement is not there the same will be informed for any adjustment in the work force contingent by the Contract Manager.
- e) Minimum requirement per day will be around 20 service activities and peak requirement per day will be 22 SAs. Changes in the SAs requirement if any may be informed by the Contract Manager.

5. Charges for lending the services as per the scope of work for each Service activity given at clause 1 above :

- a) The service provider shall engage only unskilled work force for the service activities. It is the responsibility of the service provider to ensure that Minimum wages as revised by the government from time to time, be paid to their work force. The service provider shall also take care of Employee's contribution towards EPF, ESI/Group Insurance and Bonus as applicable. Service provider's Service charges and GST also to be taken into while offering the unit rate per Service Activity.
- b) The unit rate offered by the service provider shall ensure payment of minimum wages in force as per government orders, to the work force deployed by them during the tenure of the contract.
- c) It is the responsibility of the service provider to pay Employer's share towards EPF, ESI/Group Insurance and bonus as applicable and submit documentary proof along with bank account statement of each of the work force for verification by the Accounts officer concerned.
- d) It is the responsibility of the service providers to pay the bonus as per the Govt. of India norms to the employees engaged by them.
- e) The Minimum wages are subject to revision whenever government notifies the change in the minimum wages, the service provider should apply for enhancement of minimum wages part alone of the contract.

6. Employees' Provident Funds ESI/ Income Tax / Bonus/GST:

- a) The service provider shall have their name registered with agencies/authorities like Labour Commission, GST, Income Tax, EPF, ESI, etc., as applicable from the date of Work Order for the purpose of remitting the taxes, EPF and ESI contributions in respect of the Contract work force engaged by them under the contract.
- b) The service provider shall be liable to pay Employee's contribution and Employer's contribution to the EPF and ESI/ Group Insurance and bonus as applicable at the rates prescribed by the respective Organizations/Department with reference to the minimum wages.
- c) The rates of contribution towards EPF and ESI/ Group Insurance as applicable at present applicable are as under:

EPF	-	Employee's contribution	12%
		Employer's contribution	13%
ESI	-	Employee's contribution	0.75%
		Employer's contribution	3.25%
Bonus	-	Employer should pay	8.33% from his profits
- d) In case of any work force not eligible for coverage under ESI Act/Rules, such work force shall be covered by Group Insurance as applicable and premium should not exceed the ESI contribution by work force and employer.
- e) The service provider shall remit the Employer's and Employee's contribution towards EPF and ESI/ Group Insurance as applicable every month to the respective Authorities and submit documentary evidence(i.e individual EPF & ESI/ Group Insurance as applicable remittance) to the effect that both the Employee's as well as the Employer's contributions towards EPF and ESI/ Group Insurance as applicable are remitted to the said authorities every month, failing which, this Contract will be terminated without

further notice. In addition to legal action for not fulfilling the obligations as specified in this service contract.

- f) The service provider should strictly adhere to all statutory rules/labour laws and regulation regarding the minimum wages, EPF, ESI/ Group Insurance as applicable etc. Any violation of the above statutory provisions currently applicable will be the sufficient reasons for termination of this Contract. In addition to legal action for not fulfilling the obligations as specified in this service contract.
- g) The service provider shall have registration with the Income Tax Authorities and shall possess Permanent Account Number. The Income Tax as applicable shall be recovered on the gross amount (inclusive of Minimum Wages, Service charges, GST, Employer's and Employees contribution towards PF and ESI) as per rules from the monthly bills payable to the service provider. Present rate of Income Tax is TWO PERCENT (2%) for firms.
- h) The Service provider shall register with the Goods and Service Tax Authorities and shall possess Permanent Account Number. The GST as applicable shall be recovered on the gross amount (inclusive of Minimum Wages, Service charges, GST Employer's Employees contribution towards PF and ESI and on bonus) as per rules from the monthly bills payable to the service provider. Present rate of GST deducted at source is ONE PERCENT (1%).
- i) In case of increase or decrease in statutory levies, if any, during the tenure of the contract, shall be paid or adjusted by the Department, against documentary proof.

7. Payment:

- a) The payment will be made on monthly pro-rata basis. The service provider shall pay strictly in accordance with statutory rules on monthly basis to the work force deployed by him. All statutory requirements including minimum wages and any laws applicable for the services under this contract, shall be complied with, by the service provider to the entire satisfaction of the respective legal authorities. Any liability/compensation and disputes arising out of deployment by the service provider under any Act/statutory provisions shall rests with the service provider only.
- b) The service provider shall submit his monthly bill to Accounts officer, SCF Bills, SDSC-SHAR, Sriharikota along with the following.
 - i. Satisfactory work completion certificate in the prescribed format from the concerned officer of Stores where the Work force are working.
 - ii. Consolidated certificate in the prescribed format signed by Sr.PSO, RO-LSSF Stores and Approved by Sr. Head, P&S Divn.
 - iii. Proof of payment of the wages to the work force for the preceding month (Proof of Bank transfer statement from service provider to the workforce).
 - iv. Proof of payment of the Employer's share of EPF, for the preceding month, along with a statement showing the details of all the work force, their EPF Account Number, their contribution, Employer's contribution, etc.
 - v. Proof of payment of the Employer's share of the ESI/Group Insurance as applicable contribution for the preceding month, along with a statement showing the details of all the work force, their Insurance number, their contribution, Employer's contribution, etc.
 - vi. Proof of remittance of the GST for the preceding month to the Tax authorities.

- c) Payment will be made within 10 working days from the date of submission of bills with relevant certificate/ documents to accounts division.
- d) The payment of wages to the work force shall be made by means of Bank Transfer on or before 7th of each month. The documentary proof of payment (aquittance) of wages to the work force shall invariably be furnished by the Service provider and should maintain a register to this effect. The payment of wages to the work force through Bank Transfer is a must. Accordingly, proof of transfer to Bank may be submitted in support of transfer. Bank Account has to be get opened by the Service provider for all the work force. No other mode of payment is acceptable.
- e) The Service provider shall pay strictly in accordance with statutory rules on Monthly basis to the work force deployed by him. All statutory requirements including minimum wages and any law applicable for the services under this contract shall be complied with by the Service provider to the entire satisfaction of the respective law authorities. 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.
- f) No separate amount like supervisory charges etc., shall be paid to the service provider.

8. Validity and termination of the contract:

- a) This work Contract/work order shall be valid for a period of Two Years unless otherwise extended. However, performance of the service provider will be reviewed for a period of 3 months from the date of commencement of the contract by SDSC SHAR. If found satisfactory, contract will be continued for the remaining period. If the services are found to be unsatisfactory and if any of the terms and conditions of this contract is found to be violated or not adhered to, the contract shall stand terminated with a prior notice of one month and security deposit or Bank Guarantee provided in lieu of security deposit shall be forfeited immediately.
- b) Immediately upon receipt of the Work Order/ Work Contract the service provider shall convey their acceptance of the Work Order/ Work Contract in full.
- c) The service contract can be extended by another one year or two years period on mutually agreed terms and conditions, if the services are satisfactory.
- d) SDSC SHAR reserves the right to terminate the Work order/Work Contract without assigning any reasons thereof, by giving one-month notice in writing without any financial implications to SDSC SHAR and the decision of SDSC SHAR is final in this regard.

9. License under Central /State Labour Acts/Rules:

- a) The service provider shall obtain License under the Contract Labour (Regulation and Abolition) Act, 1970 according to the number of Contract work force engaged depositing the fees and complying with the formalities within three months from the date of the Work Order/Work Contract. Service provider shall also seek the renewal of the registration before the expiry of the license. Copies of all the documents shall be submitted to Accounts for verification.
- b) Whenever there is extension of contract, the corresponding renewal of such license has to be submitted within one month.

10. Registers/Records to be maintained by the Service provider.

The Service provider shall maintain all registers required under various Acts, such as Labour, PF, ESI / Group insurance, bonus, GST, etc., as applicable, which may be inspected by the SDSC SHAR (Department) as well as the appropriate Labour Enforcement Authorities.

11. Security Deposit /Bank Guarantee:

The Service provider shall deposit an interest free amount equivalent to the 10% of the total contract value towards security Deposit for the due performance of the Work Order /Contract. The Security Deposit can be submitted either in the form of (a) Demand Draft drawn in favour of Sr. Accounts Officer, SDSC SHAR or (b) Bank Guarantee on Rs. 100/- Non-Judicial Stamp paper obtained from any Nationalized/ Schedule Bank. This Security Deposit shall be returned to the service provider(s) only upon successful completion of all the contractual obligations or shall be adjusted/ forfeited against non-fulfillment of any of the contractual obligations.

12. Parallel contracts:

The Department of Space/SDSC SHAR reserves the right to enter into parallel Contract(s) and adhoc contract(s) with any other firm(s) during the currency of the Contract. Department is having right to split the order and award multiple contracts if required.

13. Non-Disclosure Agreement:

The work force engaged by the Service provider for executing the service contract in SDSC SHAR shall sign a Non-Disclosure Agreement. It shall be the Service provider's responsibility to get the signature of their work force on the Non-Disclosure Agreement and submit the same to the SDSC SHAR. Any violation in this regard will result in the termination of the contract without any notice.

14. General conditions for Service provider:

- i. The Service provider shall indicate the telephone & fax numbers (Both official and residential) of the CEO of the company/establishment for communication purpose.
- ii. The Service provider shall submit bio-data of the candidates along with the relevant certificates and police clearance certificate for the contract work force deployed at each Stores immediately after awarding the contract.
- iii. Entry permit for the Service provider's work force will be issued by SDSC-SHAR. To enable to issue entry passes, the service provider shall submit the list of work force. It is the responsibility of the Service provider to return/surrender the passes after expiry and in case of non-compliance in this regard, SDSC SHAR reserves its right to withhold his payment till such time the passes are returned.
- iv. In case of loss of such entry permit, the same should be reported to local police as well as Sr. Administrative Officer, SDSC SHAR. Duplicate cards will be issued only on payment as fixed by SDSC SHAR
- v. All the Contract work force deployed by the Service provider by virtue of this Contract shall remain the employees of the service provider only and they shall not acquire any claim whatsoever for employment in SDSC SHAR or right for regularization as employees of SDSC SHAR / Department of Space or for continues engagement under SDSC SHAR / Department of Space. The service provider or the worker(s) engaged by the service provider shall not have any right to claim for employment based on the work done through this Work order/Work Contract.

- vi. Service provider shall submit a declaration to the effect that none of the persons engaged by them has a criminal background to the Sr. Administrative Officer, SDSC SHAR before executing the work assigned to them.
- vii. The Service provider shall also verify and certify the conduct of the work force at frequent intervals. If any of the work force misbehaves or commits any misconduct, ISRO / SDSC SHAR 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.
- viii. If any of the work force engaged by the Service provider are found responsible for any theft, damage, deface, break or destruction of any installation/ fittings etc. in SDSC SHAR, the service provider shall make good the loss, at his cost.
- ix. The contract work force positioned/deputed by the Service provider are not entitled for the Department Accommodation, Transport and Medical facilities. Canteen facilities during working hours may be extended to these work force on payment of rates fixed by SDSC SHAR for contract work force from time to time.
- x. The service provider and their Contract work force should abide by all Security instructions of the SDSC SHAR. They will not be permitted to move in the campus without cause and shall not be permitted to do any work other than the work indicated in the Contract.
- xi. The Service provider and/or his work force shall adhere to all the security provisions of SDSC SHAR. Service provider and his work force are responsible for any violation of security provisions and indiscipline/agitation when they are inside the Centre. Any resultant liabilities/damages due to violation / indiscipline /agitation shall be borne by the service provider.
- xii. The Service provider should replace Contract work force, not performing the duty properly and those violating the security, safety and other guidelines of SDSC SHAR Department of Space.
- xiii. The Service provider shall be present in SDSC SHAR to supervise the work of the Contract work force supplied by them.
- xiv. The Service provider shall not change the existing work force (except in unavoidable circumstance) without the consent of the Contract Manager.
- xv. The Service provider shall submit the verification reports from the respective local police in the prescribed format in respect of the Contract work force positioned/deputed by them before executing the service activity. For this purpose, if required, ISRO/ SDSC SHAR will issue a letter to the concerned Police authority certifying the award of the Service Contract to the Service provider, which can be used by Service provider for expediting the Police verification
- xvi. Service provider shall ensure that the work force positioned/deputed for the service activity are attending the duties regularly without any complaint. In case of their absence/staying away from duty on account of sickness or otherwise, the Service provider shall provide suitable substitute.
- xvii. The work force positioned/deputed by the Service provider shall maintain absolute integrity, devotion to duty, punctuality, discipline and proper office decorum, failing which the Service provider shall be liable to make proper replacements.
- xviii. SDSC SHAR will not, in any manner be responsible for any act, omission or commission of the work force engaged by Service provider and no claim in this respect will lie against SDSC SHAR. If any such claim is made against SDSC SHAR by any worker or his/her heirs engaged/employed by the service provider, which SDSC

- SHAR 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 Service provider working SDSC SHAR premises or otherwise, the Service provider will be liable to indemnify /reimburse SDSC SHAR all the money paid in addition to the expenses incurred thereon.
- xix. SDSC SHAR shall have the right to advise the Service provider to terminate the services of any employee 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.
 - xx. Any damage is caused to ISRO / SDSC SHAR 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.
 - xxi. The Service provider shall take all safety precautions required for the execution of the work. The Department will not in any way be responsible for any injury/damage that may be caused to the service provider or their contract work force during the execution of the work. In case of any injury or death caused to any of the persons during the course of engagement, the responsibility shall solely rest with the Service provider. SDSC SHAR Department shall not be responsible for loss of life of the service provider's work force caused at SDSC SHAR site. The service provider shall alone be responsible for any compensation for which they shall take adequate insurance policy/policies at their cost and expenses from time to time.
 - xxii. SDSC SHAR will not be responsible for any injury, accident, death occurs to the service provider's work force while discharging the duties at SDSC SHAR. All the liabilities in this regard shall rest with the Service provider only and no claim will be entertained in this regard.
 - xxiii. In case while on duty and during the course of engagement in the work premises of SDSC SHAR under this Contract, if any of the service provider's workforce meet(s) with any injury, indisposition due to accident or other natural calamities, the service provider shall ensure that immediate and adequate medical aid viz., First- aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Service provider shall also be liable for meeting the statutory liabilities under the ESI/Group Insurance, EPF, Bonus and Workmen's Compensation Act as detailed
 - xxiv. The Service provider shall comply with all Acts, Laws including the Contract Labour (Regulation & Abolition) Act, 1970 or other statutory rules, regulations bye-laws applicable or which might be applicable.
 - xxv. The Service provider shall strictly adhere to all laws relating to the employment of labour.
 - xxvi. The Service provider shall indemnify and compensate SDSC SHAR, if SDSC SHAR, as Principle Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the Service provider. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in toto.
 - xxvii. Any loss incurred by the Department is liable to be recovered from the Security Deposit. Further their nomination for future contract(s) shall not be considered in SDSC SHAR.
 - xxviii. The Service provider shall bring the terms and conditions of this Contract to the notice of each of his work force engaged/positioned by them from time to time.

- xxix. In case the Service provider fails to carry out the work satisfactorily, even during the notice period of one month, the Contract is liable to be terminated forthwith, without notice, and alternative arrangements be made to get the work executed. Any loss incurred to the Department in this regard is also liable to be recovered from the Service provider from the Security Deposit, and they will not be considered for future contracts in SDSC SHAR / DOS.

15. Arbitration:

Disputes, if any, shall be settled mutually failing which it shall be referred to a One man Arbitrator to be appointed by Director, SDSC SHAR in accordance with the Indian Arbitration and Conciliation Act 1996, whose decision shall be final and binding on both the parties.

16. Force Majeure:

Should a part or whole work covered under this contract/order be delayed due to reasons of Force Majeure which shall include legal lockouts, strikes, riots, civil commotion, fire accident, quarantines, epidemic, natural calamities and embargoes the completion period for work, equipment referred to in this agreement shall be extended by a period not in excess of the duration of such Force Majeure. The occurrence shall be notified within reasonable time.

17. Applicable Law and Jurisdiction:

The laws of India shall govern this purchase order for the time being in force. The Courts of Andhra Pradesh, India only shall have jurisdiction to be with and decide any legal matters or disputes what so ever arising out of the purchase order

18. Conditions leading to disqualification of the bid of the service provider/contractor:

- (a) The bidder shall have a minimum of 2 years' experience in handling this type of service contracts. Bidders shall submit proof of their experience. Bids without submission of experience certificates/contract copies stands disqualified and no further correspondence will be entertained in this regard after the tender due date.
- (b) The bids offered less than the minimum wages stand disqualified.
- (c) While offering the price, against sl.no.5 of the price bid, the contractor shall take reasonable charges/costs into account, towards the following :
- a) Providing Safety gadgets, shoes, gloves, etc., once in a year to their work force deployed,
 - b) Provision of first aid kits from time to time,
 - c) Transportation charges for the workforce deployed at SPROB and VALF (daily 15km one way, i.e., 30 km in total per day),
 - d) Interest on security deposits,
 - e) % of Income tax and GST deducted at source as per rules,
 - f) Contract administration charges/incidentals,
 - g) Bonus @ 8.33%,
 - h) Contractors' profit.

When taken the above components into account, Bids found less than the reasonable price will straight away be disqualified.

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Price Bid format

Sl. No	Basis of Computation	Amount in Rs.
01	Minimum Wages Payable per service activity per day (minimum wages of unskilled workers as on date)	
02	Employer's Contribution to EPF @ 13% on Sl.No.1 above	
03	Employer's Contribution to ESI/Insurance @ 3.25% on Sl.No.1 above	
04	Deemed rate per service activity (Sl.Nos. 1+2+3)	
05	Service charges and contract administration charges etc.	
06	Total (04+05)	
07	GST @ 18 % (rounded off) GST should be on the total of Sl.No.06	
08	Total unit cost per day per one service activity (This amount may be quoted in the e-procurement price bid format)	

Note :

1. Against Sl.No.1 above, minimum wages (unskilled workers) prevailing on the date of submission of Tender shall be taken in to account by the service provider, as base price, while filling the price bid format. However, a uniform minimum wages prevailing on the tender due date will be taken into account by SDSC-SHAR for evaluation of the bids on equal platform.
2. Sl.No. 5 is firm and fixed during the entire period of contract, it remains same even though minimum wages increase during the contract period and even during extension period of contract, if any.

If the rate quoted against Sl.No.5 is below the reasonable rates based on the prevailing costs, the tender/bid stands disqualified (please go through Clause No.18 of the terms and conditions before quoting your price bid).

Signature of authorized person

Date:

Full Name:

Place:

Seal:



Satish Dhawan Space Center SHAR

Welcome, Materials Master (isro)

31 August 2017,
17:16:08 IST

[MAIN VIEW](#)

[HELP](#)

Preview For STANDARD TERMS AND CONDITIONS

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

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GOVERNMENT OF INDIA

DEPARTMENT OF SPACE

SATISH DHAWAN SPACE CENTRE

PURCHASE DIVISION

Tele No.08623-225023/225174/225127

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

STANDARD TERMS & CONDITIONS

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

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

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

1) Part-I – Techno-commercial Bid

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

2) Part-II – Price Bid

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

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

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

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

GSTIN: 37AAAGS1366J1Z1

LEGAL NAME : SATISH DHAWAN SPACE CENTRE SHAR

VALIDITY FROM:29/08/2017

TYPE OF REGISTRATION:REGULAR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c) Registration and item empanelment of the Indian Agent.

d) Agency Commission will be paid only Indian Currency.

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

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

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

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

c. GST as applicable

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

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

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

1. Product Literature

2. Core banking account number of SBI, RTGS Details

3. PAN No. in quotation and invoices

4. GST Registration details.

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

23. **EXCLUSION OF TENDERS**

The following tenders shall be summarily rejected from the procurement process

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

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

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

d. Unsolicited tenders from vendors.

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

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

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

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

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

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

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

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

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