

Tender Details

Tender No: ISROHQ/PUR/2019E0023301

Tender Date: 09/09/2019

Purchase Entity: ISRO Headquarters

Tender Notice

e-Tenders are invited for the Supply of Items listed below. The Bids are to be prepared and submitted in specified Templates online, by logging into the portal <https://eprocure.isro.gov.in>. Submission of Bids involves two stages to be performed by Vendors - Submission of Bids and Open Authorization. The Bids remain encrypted with the bidder's public key, until the Open Authorization stage. All those Bids where Open Authorization is not given, are automatically disqualified. Such Bids will not be openable and will not be considered for further processing. The Vendors are advised to submit the Bids much before the Closing Time to avoid last minute problems.

Tender Attachments

Technical Write-up/Drawings

Attachment - I:

IDT0005240000000000isro05401.pdf

Attachment - II:

Attachment - III:

Attachment - IV:

Attachment - V:

Instructions to Tenderers (PT)

(Applicable for Public Tenders):

The tender should be submitted only by in the e-procurement portal mentioned above before the due date and time as specified in the tender.

2. All communication regarding the tender including queries, if any and submission of offers shall be done online through the e-Procurement portal only.

3. Vendors may seek help from help desk given on the home page for any technical help for registration and subsequent process. (Phone: 020-2531 5555, E-mail: support.isro@nextenders.com)

4. Bidders shall arrange themselves all resources, including Digital signature certificates and Internet Connections at their own cost, for participating in the tender.

5. ISRO HQ shall not be responsible for failure of submission of bids due to any network delays / mistakes / errors / unforeseen technical issues at vendor end in uploading the bids.

6. In case of any technical snag pertaining to e-procurement system the screen shot of the error with exact error message along with date & time stamp along with the query shall be e-mailed before the due date and time to the help desk (as mentioned above) for problem resolution. Otherwise solution cannot be provided and ISRO HQ will not be responsible for non-submission of bids in that case.
7. If vendors encounter any problem while uploading their bid during bid closing hours and helpdesk could not resolve the issue, request for extension of time on this ground will not be entertained.
8. The time taken to address the query may vary from case to case. Hence vendors are advised to submit the bid well in advance before closing date and time to avoid last minute issues. Vendors may also note that sufficient time is to be given to the help desk to ascertain, evaluate and suggest a solution solve the problems that are faced by the vendors while uploading the bid.
9. The e-procurement system does not permit submission of any offer after closing date and time of the e-tender. Hence, there is no scope of any late or delayed offer in the on-line bidding process.
10. No request for extension of the due date for any reason shall be considered.
11. The Server Date & Time as appearing on the e-procurement portal shall only be considered for the cut-off date and time for receipt of tenders.
12. Reworking of Bid: Caution needs to be exercised while attempting on reworking of bid as the status of the bid already submitted becomes Pending and the earlier submitted bid will not be available for opening. Hence, vendor needs to complete the entire process of bid submission once again within the due date and time for valid bid submission.
13. Vendors may please note that the price details, taxes and duties and any other levies shall be mentioned only in the relevant fields provided in the price-bid template. In case, any such entries made by the vendor outside the relevant field or in bid either in part or full, the same shall be ignored by the system while evaluating the offers and ranking of offers for further deciding the tender accordingly and hence the bid will be disqualified.
14. Vendors may note that in e-procurement system submission of bid is a two-step process. After submitting the bid, vendors have to wait for bid sealing by ISRO HQ. Once, the bid sealing is completed the vendors had to submit open authorization in the e-procurement system to enable the ISRO HQ to open the bid. If open authorization is not completed, the bid will not be able to be opened and the bid becomes invalid.
15. Vendors may note that they have to use the same digital key with which they submitted the bid to give open authorization. If vendors use a different key for giving open authorization, the system will not accept the open authorization and the bid becomes invalid.
16. If after submitting the bid and before giving an open authorization the validity of the digital keys gets expired, then for submitting the open authorization the vendor has to first login with the new key and then use the expired key for encrypting the data and to complete open authorization.

17. Vendors may note that digital keys of class-III USB tokens, which supports both digital signing and encryption are to be used for bidding in ISRO e-procurement system.

18. Vendors may please note that the maximum file size that can be uploaded in e-procurement system is 4 MB per attachment. If the document is more than 4 MB, the document is to be split into multiple documents of size less than 4 MB and uploaded. Attachments, if any, shall be uploaded in .pdf format only.

19. Vendors may note all documents are to be uploaded through e-procurement system only.

20. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered. Partially completed / incomplete tenders shall not be considered.

II

1. GST and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.

2. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.

3. a) Your quotation should be valid for 120 days from the date of opening of the tender.

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

4. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.

5. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

(b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.

(c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.

(d) Specifications:

Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies.

Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

6. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.

7. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.

8. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.

9. The authority of the person signing the tender, if called for, should be produced.

Standard Terms and Conditions

(Applicable for Public/Limited Tenders):

Standard Terms and Conditions

1. TERMS & CONDITIONS OF TENDER 1. DEFINITIONS:

(a) The term Purchaser shall mean the President of India or his successors or assigns.

(b) The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.

(c) The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.

(d) The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an Officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

2. PRICES:

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

3. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the periods specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding ten percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

4. GUARANTEE & REPLACEMENT:

(a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance. (b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

(c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

(d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

(e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires Tender No: renewal or replacement, shall be final, conclusive and binding on the Contractor.

(f) To fulfil guarantee conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment

documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

(g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.

(h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the asked for guarantee period plus two months.

5. PACKING FORWARDING & INSURANCE:

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

6. DESPATCH:

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on said to contain basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

7. TEST CERTIFICATE:

Wherever required, test certificates should be sent along with the dispatch documents.

8. ACCEPTANCE OF STORES:

(a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.

(b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.

(c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

(d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open

market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

10. DELIVERY:

(a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.

(b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.

(i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or

(ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or

(iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor. In the event of action being taken under subclause (ii) & (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to repurchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default.

The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

11. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

12. ERECTION OF PLANT & MACHINERY:

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

13. PAYMENT: Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

14. MODE OF PAYMENT:

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

15. RECOVERY OF SUM DUE:

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

Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Tender No: ISROHQ/PUR/2016E0007301 Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor. 16. INDEMNITY: The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trademark and shall take all risk

of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

17. ARBITRATION:

In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Purchase Order or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him.

It will be no objection that the arbitrator is a Government servant, that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed views on all or any other matters in dispute or difference.

The award of the arbitrator shall be final and binding on the parties of this Contract. If the arbitrator be the Head of the Centre/Unit (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or (ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator.

If the arbitrator be a person appointed by the Head of the Purchase Office. In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine.

Work under the Contract shall, if reasonably possible, continue during arbitration proceedings. In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises.

The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

18. COUNTER TERMS AND CONDITION OF SUPPLIERS:

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

19. SECURITY FOR PURCHASE OF MATERIALS:

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.

Bid Templates

Legal

Item Specifications

Sl. No	Specifications	Compliance (Yes /No/Noted)	Offered Specifications	Remarks
1	The Service Provider shall be responsible for compliance of all statutory provisions relating to Contract Labour (Regulation and Abolition) Central Rules 1971, Minimum Wages, Provident Fund, Workman compensation Act and Employees State Insurance etc. in respect of the persons deployed at ISRO Hq			
2	Service Provider shall also be liable for depositing all statutory taxes, levies,			

	cess etc. on account of service rendered to ISRO HQ. to the concerned authorities from time to time as per the extant rules and regulations on the related subject			
3	The Service Provider shall maintain all statutory registers under the applicable Law. The Service Provider shall produce the same, on demand, to the concerned authority of ISRO Hq. or any other authority under Law.			
4	The Income Tax at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Act as amended from time to time			
5	In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a			

	<p>result thereof, if ISRO HQ. is put into any loss / obligation, monetary or otherwise, ISRO HQ. shall have the right to recover such liability from the Service Provider</p>			
6	<p>The Service Provider shall be solely responsible for the redressal of grievances / resolution of disputes relating to workforce deployed by him, ISRO HQ. shall, in no way, be responsible for settlement of such disputes.</p>			
7	<p>ISRO HQ. shall not be responsible for any damages, losses, claims, financial or other injury to any of the workforce deployed by Service Provider in the course of their performing the functions/duties, or for payment towards any compensation</p>			

8	The Service Provider shall be responsible for any loss or damage caused to ISRO property / personnel due to the negligence of the workforce and shall make good of the losses			
9	In case of termination of this contract on its expiry or otherwise, the workforce deployed by the Service Provider shall not be entitled to and will have no claim whatsoever for any kind of regular employment in DOS / ISRO.			
10	The workforce deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, adhoc, regular / confirmed employees of ISRO HQ. during the currency or after the expiry of the Contract.			

Liabilities, control etc. of the persons deployed

Item Specifications -II

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	Services are required from Monday to Saturday between 7.30 am and 4.00 pm. The office need to be cleaned before the start of office working hours i.e. 9.30 am. The number of working days in a month for the workforce shall not be more than 26 days including Saturdays (less public holidays observed in DOS/ISRO HQ., Bangalore) with working hours of 8 hours per day. However, Service Provider shall deploy additional workforce as and when the need arises and as requirement made by ISRO HQ..			
2	The Service Provider shall			

	maintain his own Attendance Register and the workforce reporting for work shall sign the attendance register duly indicating arrival and departure time regularly and a copy of the same shall be submitted along with bills while claiming monthly payment			
3	The workforce deployed shall reach the work spot well in time and strictly follow the rules and regulations regarding safety and security of this office			
4	The workforce engaged shall attend for duties by making their own transport arrangement and ISRO HQ. shall pay no conveyance charges. The Service Provider shall have his First Aid Kit at the designated place in ISRO HQ. for the use of his			

	workforce			
5	All persons deployed at work shall attend to the work in proper uniform and they should be courteous and well behaved.			
6	The Bio-data and two copies of stamp size photographs of workforce who will be deployed to attend the service shall be sent to identified 'Focal Point' in ISRO HQ. for arranging necessary entry pass to the persons.			
7	The workforce, once approved for the service, shall not be changed without the prior concurrence of identified 'Focal Point' in ISRO Headquarters			
8	The persons deployed are not authorized to communicate any official information they may			

	come across during their working in the office.			
9	The Service Provider shall be solely responsible for any theft, pilferage or misbehavior is committed by any of his workforce engaged for carrying out the work.			
10	In case, the person employed 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 place of work. The Service Provider shall replace immediately any of its workforce who is / are found unacceptable because of security risks, incompetence, conflict of			

	interest, improper conduct etc. upon receiving written notice from ISRO HQ.			
11	The Supervisor should be made available throughout the working hours of the day for taking instructions from identified 'Focal Point' in ISRO HQ. to oversee the day-to-day operations			
12	The Service Provider shall make his own arrangements for transportation of cleaning items required for housekeeping and ISRO HQ shall not reimburse any transportation charges in this regard			

Other terms, conditions and clauses

Item Specifications -III

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1.	Any other terms, conditions or clauses not covered in this document shall be in accordance with the concerned Labour and other statutory rules/acts			
2.	The Service Provider shall indemnify ISRO HQ. on a Rs.200/- non-judicial stamp paper against any action, claims or proceedings relating to infringement of all or any of the prevailing laws like Workman's Compensation Act, 1923, Contract labour (R&A) Act, 1938, EPF Act, ESI Act, Industrial Dispute Act and any other Acts specifically not mentioned during the currency of the Contract. Specimen format shall be made available to the successful Service Provider			
3.	The Service Provider shall guarantee faithful			

	<p>execution of the contract in accordance with the terms and conditions specified herein. As a performance security, the Service Provider shall furnish Security Deposit for 10% (Ten per cent) of the total contract value. The Security Deposit shall not carry any interest and shall be returned after the completion of all the contractual obligations</p>			
4.	<p>In the event of any breach of any of the terms and conditions of the Contract, ISRO HQ. shall have (without prejudice to other right and remedies) right to terminate the contract forthwith and/or to forfeit the entire or part of the amount of security deposit or any part thereof.</p>			
5.	<p>In the event of any dispute or difference relating to</p>			

	<p>the interpretation and application of the contract, such dispute or difference shall be settled amicably by mutual consultations of the good offices of the respective parties. If such a resolution is not possible, then unresolved dispute or difference shall be referred to the Sole Arbitrator i.e., Scientific Secretary, ISRO in accordance with the rules and procedures of Indian Arbitration and Conciliation Act 1996 or any modification thereof. The decision of the Arbitrator shall be final and binding on both the parties. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Bangalore</p>			
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6.	ISRO Headquarters will identify the 'Focal Point' for coordinating the activities at the time of awarding of Service Contract.			
7.	The Courts within Bangalore shall have the jurisdiction to deal with and decide any matter arising out of this contract.			
8.	An agreement generally covering the above stated terms and conditions and other details shall have to be signed by the successful Service Provider with ISRO HQ. Bangalore			
9.	ISRO HQ. reserves the right to enter into parallel / adhoc contract(s) with one or more Service Providers during the currency of this contract for availing the same or similar service			

10.	ISRO HQ. reserves the right to terminate the contract without assigning any reasons by giving a prior notice of 30 days			
11.	The Supervisors shall possess at least either SSLC (Secondary School Leaving Certificate) or have the experience of at least 10 years in housekeeping field as a supervisor or similar role.			
12.	Supervisors shall have ability to use industrial cleaning equipment and products.			
13.	Housekeeping persons shall have the required flexibility to work various shifts, including evenings and weekends.			

General

Item Specifications -IV

Sl. No	Specifications	Compliance (Yes /No)	Offered Specifications	Remarks
1	<p>The Service Provider shall submit the (i)Techno-commercial details (ii)Price bid / Quotation(iii)Declaration Form (iv)Declaration stating that no court case is either pending or being contemplated against the Proprietor or Company and(v)Compliance Statement</p>			
2	<p>The Service Provider should be a valid licence holder and is required to enclose photocopies of the following documents along with the Quotation as mentioned in Para No. 1.2, failing which, their bids shall be summarily rejected and will not be considered any further:(a)Attested copy of Registration Certificate of the Agency / Firm for</p>			

	<p>providing manpower (issued by Central Labour Commissioner)(b)Attested copy of PAN / GIR Card;(c)Attested copy of the last 3 years IT Returns filed by the Agency / Firm; (d)Attested copy of Service Tax Registration Certificate;(e)Attested copy of P.F. Registration Certificate;(f)Attested copy of E.S.I. Registration Certificate;(g)Financial Statement (Profit & Loss Account and Balance Sheet) for the last 3 years in support of financial turnover of the Agency / Firm.(h)Statement of Bank A/c for the last 6 months in the name of Agency / Firm – from June 2018 to December 2018.(i)Copies of Agreements made by Company during the last 3 years with their service receivers for providing manpower service</p>			
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3	<p>The Service Provider shall be bound by the details furnished by him/her to ISRO HQ. while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of the contract</p>			
4	<p>The Service Provider shall comply with the statutory rules connected with Contract Labour [Registration and Abolition Act] 1970, Employees Provident Fund Act, Employees State Insurance Act, Minimum Wages Act, Payment of Wages Act, Workmen’s Compensation Act and shall submit necessary registration documents whenever</p>			

	called for.			
5	The Service Provider should have executed at least 2 similar types of contracts with other Agencies for a minimum of 3 years			
6	The contract may initially be on trial for a period of 3 months and on satisfactory completion of the trial period of three months, the contract may be confirmed and extended for a further period of one year and nine months thus totally for a period of two years from the date of award of contract unless it is curtailed or terminated by ISRO owing to deficiency of service, sub-standard quality of workforce deployed, breach of contract, reduction or cessation of the job requirements with 30			

	(Thirty) days notice. The contract shall automatically expire unless extended further by the mutual consent			
7	The contract may be extended on the same terms and conditions extendable on annual basis for a further period of 2 years.			
8	The Service Provider who has been awarded with the contract shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of ISRO HQ.			
9	The Character and Antecedents of the workforce deployed shall be got verified through record check by the Service Provider from the concerned Police			

	authorities, and submit the Original Police Report to ISRO HQ.			
10	Antariksh Bhavan being a High Security area, the Service Provider, if selected, will be required to follow the security requirements such as possessing a valid pass/ID card for the workforce while entering the campus, maintaining high order of discipline while on work and ensuring that only the workforce whose character and antecedents are verified beforehand are employed.			
11	The Service Provider shall bring the required cleaning materials as specified from time to time by Administration (based on our past experience, quantity of material required – for a month - for cleaning is			

	<p>indicated in technical write up and claim its reimbursement once in a month and such rates claimed by the Service Provider shall in no case exceed the prevalent wholesale market rate. If the brand or quality of the cleaning materials is not satisfactory, the same is liable to be changed by the Service Provider as per the requirement and to the satisfaction of the purchaser / ISRO HQ. If the Service Provider himself manufactures the cleaning materials, the rates reimbursable will be on mutual consent. The cost of the cleaning materials shall be reimbursed – once in a month - based on the certification issued by the designated authorities of ISRO HQ.</p>			
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12	Once the cleaning materials are brought to ISRO HQ. the same will be inspected and countersigned by the designated authorities to validate the quantity and quality and the same has to be submitted along with the monthly bill for reimbursement			
13	The cleaning materials brought by the Service Provider to ISRO HQ. shall be stored in a designated place and the same will be opened to be verified / inspected by the designated officer at any given point of time.			
14	The required electricity power and water for the work will be provided free of cost by ISRO HQ.			
15	The agency shall identify and nominate a coordinator who would be the contact person for			

	ISRO HQ. to ensure providing uninterrupted service and satisfactory performance of the contract.			
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Financial

Item Specifications -I

Sl. No	Specifications	Compliance (Yes /No/Noted)	Offered Specifications	Remarks
1	The workforce shall be paid the wages as prescribed in the Minimum Wages Act. The Minimum wages for unskilled Housekeeping workforce is Rs.584/- and for Supervisors - Rs.710/- per day / per person. However, considering the experience and expertise of the workforce of the Service Provider, ISRO HQ. has no objection to pay higher than the			

	<p>prescribed minimum wages as prescribed by Ministry of Labour and Employment for the different categories of workforce deployed by the Service Provider – on production of required documents / bills. The Service Provider should pay the agreed upon wages to his workforce in full as per the contract.</p>			
2	<p>ISRO HQ. will make payment towards Employer's Contribution towards EPF and ESI as per the prevailing rates. Employee's contribution towards EPF and ESI has to be borne by the workforce deployed by the Service Provider and ISRO HQ will not pay any contribution in this regard</p>			
3	<p>ISRO HQ will pay applicable GST as per the prevailing rates</p>			

4	The Wage payable to workforce against this contract is subjected to revision as and when the Minimum Wages prescribed by Ministry of Labour and Employment, New Delhi exceeds agreed upon wages			
5	ISRO Hqrs will pay the agreed upon Management Fee / Service Fee / Service Charges to the Service Provider. The Service Provider should indicate the Service Charges only in terms of fixed amount per person per day and the same shall be firm and fixed during the currency of the contract. The Service Provider shall not indicate / quote the Fee / Service Charges in terms of percentage or in any other manner. Service Charges will be applicable only for Wages and Service Tax and not for Overtime			

	Allowance, ESI and EPF.			
7	<p>The Service Provider should provide (two only) sets of uniforms with Logo of the Company to the workforce per year and ISRO HQ., shall reimburse the cost of two sets of uniform per year amounting to Rs.2,000/- (Rupees Two Thousand only) per annum (Rs.1000 x 2 sets) which is inclusive of cost of fabric and stitching charges to each person against the submission of documentary proof (Bill / Invoice). The Fabric to be used for Uniform should be got approved from ISRO HQ. and the stitched uniforms shall be issued / disbursed to the concerned workforce in the presence of identified 'Focal Point' in ISRO Headquarters.</p>			

8	<p>The Service Provider has to deploy minimum 68 workforce plus minimum 6 Supervisors per day failing which, a penalty to the extent of wages which will be paid per day / per person – for every short supply - will be recovered from the Service Provider. The manpower requirement may increase / decrease on any given day during the validity of contract and the Service Provider is liable to provide excess staff if required and identified 'Focal Point' in ISRO HQ. reserves the right to reduce the manpower if need arises.</p>			
9	<p>In case of a person deployed coming late or going early twice a week, one day's wages shall be deducted from the total wages payable. If the late coming or early going</p>			

	<p>persists for a period exceeding 5 days consecutively, the services of the individual shall be discontinued by the Service Provider, and a suitable replacement be provided immediately. The identified 'Focal Point' in ISRO HQ. shall intimate to the Service Provider or his representative in this regard.</p>			
10	<p>Payment shall be made on receipt of Invoice / Bill which is duly certified by the identified Officer in ISRO HQ. and submitted to Senior Accounts Officer, ISRO HQ. together with the following documentary proof. The Invoice / Bill shall indicate separately the (a)Wages payable to workforce deployed;(b) Overtime allowance payable to workforce deployed;(c)Employers'</p>			

	<p>contribution towards EPF and ESI;(d)Service Charge to the Service Provider and (e)GST as applicable.The supporting documents which should be submitted by Service Provider along with Bill / Invoice are: (I)Proof of payment of both wages and overtime allowance, if applicable, made to workforce for the preceding month for which receipt is submitted;(II)Proof of remittance of both Employee's and Employer's contribution towards EPF and ESI made for the preceding month including the statements containing the names of the workforce deployed, Account Numbers, Contribution paid and(III)Proof of GST paid for the preceding month towards bill amount received from ISRO HQ.</p>			
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	<p>The payment would be restricted to the number of persons actually deployed for providing the service and the number of units worked at the prescribed rate per person, per month. At the discretion of this office, ISRO HQ shall hold up a requisite portion / whole of the bill amount till such proof is furnished.</p>			
11	<p>The Service Provider shall be under complete obligation to provide any other related document called for by ISRO HQ. from time to time.</p>			
12	<p>ISRO HQ. shall make payment to the Service Provider with regard to wages for the previous month during the succeeding month against production of Bill / Invoice together with the above-mentioned documentary</p>			

	<p>proof. Payment pertaining to Overtime work done shall be on production of Bill / Invoice along with the documentary proof after due certification from the concerned Section Heads for having performed the Overtime work and duly certification by identified 'Focal Point' in ISRO Headquarters.</p>			
13	<p>The Service Provider shall strictly adhere to all laws relating to the employment of labour. The Service Provider shall make the payment to workforce deployed by 7th of succeeding month in respect of Overtime by 15th of succeeding month by anyone of the following modes:(i)If the payment is made through ECS, the Service Provider shall complete the payment through ECS by 5th of the succeeding month and</p>			

	<p>submit necessary proof from his banker to identified 'Focal Point' in ISRO Headquarters. towards the payment made for preceding month along with Bill / Invoice and other documentary proof. Whichever the mode of payment is opted, the Service Provider should issue a signed wage slip / statement on the letterhead to the workforce containing details such as number of days present, wages payable, recoveries made etc.</p>			
14	<p>In case the Service Provider fails to make payment to the workforce deployed by 7th of the succeeding month as mentioned above and not remitted the amount related to ESI and EPF to the concerned authorities, ISRO reserves the right to</p>			

	<p>make alternate arrangements for such payments and recover the amount so paid from the Service Provider either by deduction of any amount payable to the Service Provider under the work order / service contract or any other work order / service contract placed on the Service Provider by ISRO Hqrs or as a debt payable by the Service Provider, and no notice shall be issued for such payment by ISRO HQ.</p>			
15	<p>The Service Provider shall issue valid PF and ESI cards to his entire workforce. ISRO HQ. will verify the PF and ESI cards issued and also whether regular payments are being made to these authorities in respect of the workforce deployed by the Service Provider under this</p>			

	contract.			
16	The Service Provider, in the presence of identified 'Focal Point' in ISRO Headquarters. shall distribute the PF Statements to each of the workforce deployed and submit a copy as proof once in 6 months to Senior Accounts Officer, ISRO HQ.			
17	The Service Provider shall obtain a valid licence under the contract labour (R & A) Act 1970 with revisions if any and the Contract Labour (Regulation and Abolition) Central Rules 1971 with revisions.			

Vendor Specified Terms

Vendor Specified Terms

Description	Vendor Terms
Taxes and other costs, if any	
Warranty	
Delivery	
Payment	
Validity	
<p>Security Deposit:As a performance security, the Service Provider shall furnish Security Deposit for 10% (Ten per cent) of the total contract value. In the event of any breach of any of the terms and conditions of the Contract, ISRO HQ shall have the right to terminate the contract forthwith and/or to forfeit the entire or part of the amount of security deposit or any part thereof.In the event of any breach of any of the terms and conditions of the Contract, ISRO HQ/DOS shall have (without prejudice to other right and remedies) the right to terminate the contract forthwith and/or to forfeit the entire or part of the amount of security deposit or any part thereof.</p>	
<p>This is a Two- Part Tender. No price detail should be disclosed in the Technical Bid as this is a TWO PART tender. If the technical bid contains any Price information, the offer is liable to be rejected. Please submit your Offers separately for Technical and Price Bid under relevant Template. Please upload Price Bid under Price Bid only and nowhere else. If price is mentioned anywhere other than Price Bid, your offer will not be considered.</p>	

No EMD or Tender fee is applicable	
The service provider shall quote only the service charges per unit.	
Under item specification IV (Sl.No 2) it is mentioned that the statement of bank a/c for the last six months ie jun 2018 to dec 2018 to be provided may be read as March 2019 to Aug 2019. Accordingly please furnish bank a/c statement for the period from march 2019 to Aug 2019.	
Any other terms	

Vendor Specified Terms

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Attachment - III:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price	Total Price
HOUSE KEEPING SERVICES No. of Units for Housekeeping services to be deployed for the first year. (68nos.X 4 units X 26days X12 months)=Total Units	-	84864	Units	-	-	-
HOUSE KEEPING SERVICES No. of Units for House keeping Supervisory Services to be deployed for the first year..(6nos.X 4 units X 26days X 12 months)=Total Units	-	7488	Units	-	-	-
HOUSE KEEPING SERVICES Housekeeping services to be deployed for the	-	84864	Units	-	-	-

second year..(68nos.X 4 units X 26days X 12 months)=Total Units						
HOUSE KEEPING SERVICES No. of Units for House keeping Supervisory Services to be deployed for the second year..(6no.X 4 units X 26days X 12 months)=Total Units	-	7488	Units	-	-	-

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

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