

भारत सरकार
अंतरिक्ष विभाग (अं.वि.)
विक्रम साराभाई अन्तरिक्ष केन्द्र
तिरुवनन्तपुरम -695022
क्रय एवं भंडार



GOVERNMENT OF INDIA
DEPARTMENT OF SPACE (DOS)
VIKRAM SARABHAI SPACE CENTRE
THIRUVANANTHAPURAM 695013
CMSE PURCHASE, VATTIYOORKAVU PO
Ph No. 0471-2569290/2569289 Fax. 0471-2569236
e-mail : pso_cmse_pur@vssc.gov.in

निविदा आमंत्रण
INVITATION TO TENDER

मैसर्स
M/s

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हमारी संदर्भ सं

Our Ref. No. 4506 2021-004326-01

निविदा अंतिम तिथि

Tender Due at 16:00 hrs IST on 24/03/2022

महोदय

Dear Sirs,

कृपया निम्नलिखित मदों की आपूर्ति के लिए अनुलग्नक (फार्म सं. संलग्न) में उल्लिखित निबंधन एवं शर्तों के अनुसार संलग्न निविदा प्रपत्र में वर्णनात्मक सूचीपत्र/पैम्फलेट/साहित्य सहित हमारी संदर्भ सं. एवं अंतिम तिथि (मोटे अक्षरों में) ऊपर लिखते हुए अपनी मुहरबंद निविदा प्रस्तुत करें।

Please submit your sealed quotation , in the Tender Form enclosed here along with the descriptive catalogues /pamphlets /literature ,superscribed with Our Ref.No. and Due Date for the supply of the following items as per the terms & conditions mentioned in Annexure(Form No. DOS:PM:20)

क्र.सं. Sl. No.	विनिर्देशों सहित मद का विवरण Description of items with Specifications	इकाई Unit	मात्रा Quantity
1	Work Package for Janitorial work at New land, CMSE (Including sweeping, Wet mopping, Water/Soap Washing, Removal of cobwebs etc in all processing areas of New land, CMSE) for two years. Details as per Annexure	lot	1
2	Work Package for Janitorial supervisor at New land, CMSE for two years. Details as per Annexure	lot	1

सुपुर्दगी स्थल

Delivery At CMSE, VKC

प्रेषण की विधि

Mode of Despatch ON SITE

शुल्क छूट

Duty Exemptions NA

विशेष अनुदेश

Special Instructions NIL

विशेष निबंधन

Specific Terms DOS:PM:20

निविदाकारों को अनुदेश

Instructions to Tenderers

- (1) Details of work and General Terms & Conditions as per Annexure I
- (2) PT- General Conditions attached as per Annexure II
- (3) Quotation should be submitted in a sealed envelope. Email/fax quotation will not be considered.
- (4) Special note: There shall be a Pre-Bid discussion on 04.03.2022 , 10.00 am at CMSE Conference Hall, CMSE, VSSC, Vattiyoorakavu.
- (5) The tenders of those service providers who participate in the pre-bid discussion only will be considered for further evaluation. Bids of those service providers who did not attend pre-bid discussion will not be considered.
- (6) Your interest for participation in the pre bid meeting shall be confirmed by e- mail to pso_cmse_pur@vssc.gov.in on or before 03.03.2022.
- (7) Considering the nature of service required, other things being equal, preference will be given to service providers located closer to service receiver.

रजिनी पी. राजिनी. पी.
क्रय एवं भंडार अधिकारी
Purchase & Stores Officer
सी एम एस डी, वी एस एस सी
CMSE, VSSC

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
VIKRAM SARABHAI SPACE CENTRE
COMPOSITES ENTITY
THIRUVANANTHAPURAM

GENERAL TERMS AND CONDITIONS FOR WORK PACKAGE

Preamble

Composites Entity (CMSE), VKC, VSSC located at Vattiyoorkkavu, Thiruvananthapuram, Kerala - 695013 proposes to engage janitorial workforce on Work Package mode with reputed Service Providers for general cleaning of office buildings/premises (including toilets)/clean rooms/workshops, laboratories, parking area etc. at different areas of New land, CMSE, VKC campus. This contract is for a total area of 8108.80sqm in New land, CMSE area.

1.0 Definitions:

- 1.1 The term "**Service Receiver**" means Composites Entity, CMSE, VKC, VSSC an Entity under VSSC under Indian Space Research Organization (ISRO) of the Department of Space (DOS) hereinafter called "**Service Receiver**".
- 1.2 The term "**Service Provider**" shall mean any registered Establishment which will be performing the Work package activities.
- 1.3 The term "**Work Package**" shall mean a Work Package Contract to provide services at different Entities/Groups/Divisions of the **Service Receiver**.
- 1.4 The term "**Housekeeping-in-charge**"/"**Focal Point**" shall mean the designated official(s) of **Service Receiver**, who will be co-coordinating with the Supervisor of the Service Provider.
- 1.5 The term "**Supervisor**" shall mean an exclusively identified person of the "Service Provider", who will supervise the work carried out by the workforce of "Service Provider".

2.0 Period of Work Package Order:

The proposed Work Package Order will be valid for a period of 24 months or any such period as defined in the scope of Work Package Order and with an option to extend the same for a further period, with same terms and conditions on mutual consent.

3.0 Scope & location of work:

- 3.1 This is a "Work Package" intended for carrying out janitorial activities in New land area, CMSE, VKC.
- 3.2 The Service Provider shall ensure that the work assigned to them is completed within the prescribed time-limit, under their Supervision.

- 3.3 The Service Provider shall engage a minimum number of workforce i.e. **14 workforce** on all working days as shown in Annexure. In addition, they shall engage one Supervisor exclusively for supervising the work done by the workforce of the Service Provider.
- 3.4 Janitorial work including sweeping, mopping, washing, removal of cobwebs etc. of the identified area/buildings including workshops, various labs, Auditorium/Conference Hall, clean room, toilets/all sanitary fittings of the facilities/buildings, etc., in Newland, CMSE, VKC and as per the instructions of the focal point/housekeeping in-charge (through the supervisor) and concerned authorities.
- 3.5 Approx. plinth area which may be fully/partially available for cleaning depends on the equipments/furniture layout. It may be noted that each area is typical i.e. space to be cleaned may be a combination of conference hall, dining hall, canteen, staircase, front areas, office space, record room, process areas, laboratory, corridors, rest room, all toilets, adjoining open area, parking area, health center etc. The work depends on the type of space and the frequency of cleaning.
- 3.6 The total area (in sq.m) to be cleaned is 8108.80 sq m. It is mandatory to clean all the buildings situated in the above-mentioned area.
- 4.0 **Pre-bid meeting:**
In order to provide more clarity to the prospective vendor, pre-bid meeting will be organized for better understanding of the requirements. Attending the pre-bid meeting is mandatory and the offer of parties who have not attended the pre-bid meeting will not be considered. Signature of the vendor is to be affixed in the attendance sheet as a proof of attending the pre-bid meeting.
- 5.0 **General description of work**

Sl. No.	Nature of work (Janitorial Workers)	Frequency of work
1.	Cleaning & washing of toilets including sanitary fittings i.e., wash basins, closets, urinal bowls etc.	Thrice in a day (09.00, 12.00 & 15.00 hrs.)
2.	Cleaning & mopping of all rooms, corridors, staircase, rest rooms, open areas nearby buildings, parking areas etc.	Once in a day
3.	Cleaning & mopping of all labs, workshops in above said area	Twice a day
4.	Removal of cobwebs	Once in fifteen days
5.	Cleaning of glass windows/partitions and doors	Once in a week
6.	Cleaning of grills (window)	Once in a week
7.	Dusting of tables, chairs, almirahs, windows, doors, other office equipments etc	Once in a week
8.	Collection of garbage/waste	Daily
9.	Incineration of garbage/waste as scheduled by the focal point/housekeeping-in-charge (necessary logistic support will be provided by the Service Receiver).	Daily

Sl No.	Nature of work (Janitorial Supervisor)	Frequency of work
1.	Supervise all the workers engaged for janitorial work in Newland, CMSE.	Daily
2.	Ensure attendance of all the workers throughout the period of work.	Daily
3.	Assist in maintaining the stock register of cleaning materials.	Daily
4.	Ensure the proper distribution of required cleaning materials	Daily
5.	Ensure prompt cleanliness of all the allotted areas.	Daily
6.	Check all the toilets to ensure the proper functioning of door closures, flush tanks, taps etc. and windows, door closures of other rooms.	Daily
7.	Proper intimation about any complaints/faults to the concerned authority through Administration for rectification.	Daily
8.	Ensure the closing and opening of main shutters in Newland, CMSE area.	Daily
9.	Report to Local Administration daily for instructions.	Daily
10.	Preparation of computerized data entry of janitorial work allotment, attendance etc	Daily

- i. Depending on the usage (No. of meetings) the frequency of work in Auditorium/Conference hall may vary, which have to be cleaned without additional cost.
 - ii. Specific description of work: - All specified buildings in Newland, CMSE area with a total area of -8108.80 sq. m to be cleaned on all working days for a period of two year consisting of conference hall, lab, workshop, clean room, foyer, auditorium, vehicle parking area, security gate, store room, staircase etc. including 5 mtr surrounding of buildings.
- 5.1 As mentioned at Para 3.3 above, the Service Provider is required to engage one experienced supervisor for supervising the work done by their workforce. The supervisor engaged by the Service Provider shall be at the work site at all time during the working hours of their work force within CMSE, VKC campus and should report to Housekeeping in-charge, on every working day at 8.00am for taking necessary instructions. The Service Provider or supervisor cannot be engaged as work force for housekeeping work.
 - 5.2 The Service Provider should provide minimum number of workforce (14 no's) to Service Receiver on all Newland, CMSE, VKC, VSSC working days without fail.
 - 6.0 **Working Hours:**
 - 6.1 **Normal Working Hours:** - The normal working hours are from 0800 hours to 1600 hours with one hour lunch break (from 12.00 to 13.00 hrs.) on all working days.
 - 6.2 **Extended Working Hours:-** Based on the requirement, the Service Provider should be prepared to undertake the work during extended hours as well as on holidays.

7.0 **Legal :**

- 7.1 The Service Provider shall abide by the law of the land including, Contract Labour (Regulation & Abolition) Act, and all labour related laws/Acts or any new regulations/legislations enacted in this regard and its compliance as applicable during the tenure of the Work Package Order. Service Receiver shall in no way be responsible for any default of the Service Provider regarding statutory obligation. The Service Provider has to ensure compliance of the above provisions at the time of submission of bill to the Service Receiver and while making payments to their workforce at all times during the currency of the Work Package. The Service Provider shall provide an undertaking to this effect as at **Annexure-A**.
- 7.2 The Service Provider(s) shall mandatorily undertake to insure their workforce comprehensively against any risks during the course of work undertaken by them in Service Receiver's Work Place through a Comprehensive All Risk Insurance (ARI) Policy obtained from any of the Insurance Companies as approved by the Insurance Regulatory & Development Authority of India (IRDA). The Service Providers shall have to furnish originals of the ARI Policy along with premium receipts and other papers related thereto to the Officer concerned of the Service Receiver within 15 days from the date of commencement of Work Package Order(s). Entry Passes will be issued to the workforce of the Service Provider only after receipt of the original policy documents from the Service Provider concerned. Individual policies with a minimum coverage of Rs. 10 Lakh per person (in the name of the Service Provider's Workforce) shall be taken by the Service Provider.
- 7.3 The Service Provider shall discharge all the legal obligations in respect of the workforce engaged by them for the execution of the work in respect of their remuneration and Service conditions and shall also comply with all the rules and regulations and provisions of the law in force that may be applicable to them from time to time. The Service Provider shall indemnify and keep the Service Receiver indemnified from any claim, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Service Receiver shall be final and binding on the Service Provider.
- 7.4 The timely payment of remuneration to the workforce, remittance of EPF, ESI and Bonus shall be the sole responsibility of the Service Provider. For any default with regard to statutory obligation, the Service Provider is solely responsible.
- 7.5 The Service Provider shall also be liable for the remittance of all Taxes, Levies, Cess etc., on account of service rendered by them to the concerned authorities from time to time as per the extant rules and regulations in the matter.
- 7.6 The Service Provider shall completely be responsible to maintain the Attendance, acquittance of remuneration paid, EPF, ESI or Medi-claim Policy, as the case may be. Governmental authorities shall have the right to inspect these records at any time and take necessary penal action for non-compliance of these provisions, if any.
- 7.7 The Service Provider is fully responsible for timely claiming and disbursing monthly payment of remuneration to their workforce engaged in the campus of the Service Receiver, within the time limit prescribed in the relevant Act/Rules.
- 7.8 Disbursement of payment shall be made to the Service Provider by the Service Receiver on monthly basis for the actual units of work completed on piece rate and part thereof and on receipt of the invoice/bill which is duly certified by the Focal Points and approved by Deputy Director, CMSE submitted to the respective Accounts Officer, as the case may be, in the prescribed format together with the following documentary proof.

- i. Proof of payment of remuneration made to the workforce for the preceding month duly certified by the Service Provider.
 - ii. Proof of remittance of both Employees and Employer's contribution towards EPF, ESI or Medi-claim Policy, as the case may be, made for the preceding month.
 - iii. The Service Provider should maintain basic records essential to provide the details mentioned under Clause 7.8 (i) & (ii) above for verification.
- 7.9 The Service Provider should issue signed wage slip/statement on their letterhead to the workforce containing details of remuneration paid, recoveries made etc.
- 7.10 The Service Provider, upon being served with the Work Package Order(s) shall engage the workforce as per the requirements sought for by the Service Receiver for which the Service Provider shall provide the bio-data of their workforce.
- 7.11 The Service Provider or his workforce are not eligible for facilities like canteen, transport, medical, etc., admissible to CMSE employees.
- 7.12 **Issue of Entry Pass:** -For arranging Entry Pass to enter the Service Receiver's premises, the Service Provider should submit the details of their workforce to Admin. Officer, Establishment, VKC and the same shall contain the following documents
 - (a) Police Clearance Certificate as at Clause 7.12 (i);
 - (b) ID card issued by the Service Provider as at Clause 7.12 (ii);
 - (c) Any valid Photo ID card issued by any Government Agency; and
 - (d) Two copies of stamp size photographs;
 - i. **Police Clearance Certificate:** -
It is the responsibility of the Service Provider to arrange to verify the character and antecedents of the workforce engaged for work. The Service Provider shall engage the workforce who is not having any criminal background. The character and antecedents shall be got verified through record check by Service Provider at their own cost from the concerned Police authorities (Police Clearance Certificate) and submit the original report.
 - ii. **Identity Card to be issued by the Service Provider:** -
The Service Provider shall issue necessary tamper proof Identity Card in their firm's/ society's/agency's/company's logo to the workforce engaged by them against the work order/purchase order issued by the Service Receiver. The workforce should always display the identity card in person when they are inside the premises of Service Receiver.
- 7.13 The workforce once engaged for the service shall not be changed without the prior concurrence of the Focal Point/Housekeeping in-charge of the Service Receiver. However, the Service provider should rotate the workers within the allotted area once in a month.
- 7.14 Cleaning chart shall be displayed in the toilets and the work force & supervisor should mark the time and affix their signature in the chart after every cleaning.
- 7.15 The Service provider should provide a book to each work force for recording the daily work, duly certified by the supervisor and for certification on a monthly basis by the housekeeping in-charge.

- 7.16 The Service Provider shall submit to the respective Paying Authority of the Service Receiver, the details of the monthly remuneration in the form of a pay-slip made by them to their workforce indicating the deductions if any and the amount deposited in the bank account, by 20th of every month.
- 7.17 In case, the Service Provider fails to comply with any statutory/taxation liability under the appropriate law, and as a result, if Service Receiver is put under any loss/obligation, monetary or otherwise, Service Receiver will be entitled to get itself reimbursed either out of the outstanding bills against any of the Work Package Orders from the Security Deposit to the extent of the loss or obligation in monetary terms.
- 7.18 The Service Provider shall be bound by the details furnished by them to the Service Receiver while submitting the tender or at any subsequent stage(s). In case, any of the documents furnished by them is found to be false at any stage, it would be deemed to be a breach of the Terms and Conditions of the Work Package Order making the Service Provider liable for legal action besides termination of Work Package Order(s) and forfeiture of Security Deposit.
- 7.19 The Service Provider shall not be allowed to transfer, pledge, assign or Sub Contract its rights and liabilities under this Work Package Order to any other agency.
- 7.20 The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to the workforce engaged by them. Service Receiver shall in no way be responsible for the settlement of such disputes. Service Provider should maintain a record of grievances received from their workforce and action taken for settlement.
- 7.21 For all intends and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of the workforce engaged by the Service Provider at Service Receiver's site. The workforce engaged by the Service Provider to the Service Receiver shall not have any claim whatsoever of "Master and Servant" relationship nor have any "Principal and Agent" relationship with or the Service Receiver for the said services.
- 7.22 The Service Provider upon being served with the Work Package Order(s) by the Service Receiver shall obtain all necessary Labour Licence from the Labour Department and the License shall be valid till the currency of the Work Package Order(s) and shall be extended whenever required.
- 7.23 Any other terms, conditions or clauses not covered in this document shall be in accordance with other statutory Rules/ Acts applicable to DOS/ISRO.
- 7.24 In case of termination of the Work Package Order(s) on its expiry or otherwise, the workforce engaged by the Service Provider shall not be entitled to and shall have no claim whatsoever for any kind of employment in Service Receiver's establishment and this shall be made known by the Service Provider to their workforce before being engaged.
- 7.25 The status of the Service Provider shall be that of an independent Service Provider. The Service Provider and its workforce performing under this Work Package shall not be the employees of Service Receiver. Neither the Service Provider nor its workforce shall be considered as employees of Service Receiver. Such workforce has no right for employment under the Service Receiver or subsequent regularization.
- 7.26 The Service Provider shall not assign, transfer or convey in whole or in part, this Work/Work Package Order(s) to anyone. The Service Provider shall also not delegate any of its obligations or duties under this Work Package Order(s) to

anyone. The Service Provider shall not assign, pledge as collateral, grant a security interest in, create a lien against or otherwise encumber any payments that may or will be made to the Service Provider under this Work Package Order(s).

- 7.27 The Service Provider shall be bound to accept all instructions/directions issued by the Focal Point/housekeeping in-charge or any other person duly authorized by Service Receiver relating to the execution of the Work Package Order(s).
- 7.28 The Service Provider shall maintain a register for the execution of the work and get endorsement of the same from the Focal Point of the Service Receiver every day for having completed the work satisfactorily.
- 7.29 The Service Receiver reserves the right to reject any of the workforce engaged by the Service Provider, if the presence or activity of such workforce is detrimental to the interest or discipline or security of the Service Receiver.

8.0 Financial:

- 8.1 Service Receiver shall pay the rates agreed upon to the Service Provider on monthly pro-rata basis on completion of the specified quantity of work mentioned in the Work Package Order(s).
- 8.2 The rate(s) mentioned in the Work Package Orders(s) shall be firm and fixed during the currency of the Work Package Orders(s). Beyond 24 months of the period of the Work Package Orders(s), in the event of possible future extension of the Work Package Orders(s), Price Variation based on All India Consumer Price Index will be made applicable.
- 8.3 The Service Provider shall ensure that the remuneration paid to workforce engaged shall not be less than the minimum wages fixed by the Ministry of Labour and Employment, Government of India/State Government, from time to time, whichever is higher.
- 8.4 It may specifically be noted that the bids not meeting even the basic cost of inputs i.e., unreasonably low prices to undercut or predatory pricing and obtain the Work Package Orders(s) are liable to be rejected by Service Receiver in order to ensure quality, as the Service Receiver cannot compromise quality of work.
 - a) If the offer basic price for the janitorial work force (ie. Work package cost excluding service charge, uniform cost, ID card cost, insurance & GST, bonus as mentioned in bidding format) is less than 80% of the estimate, same will be considered as under quote and will be summarily rejected.
 - b) If the offer basic price for the janitorial supervisor (i.e. work package cost excluding service charge, supervisory charge, uniform cost, ID card cost, insurance & GST, as mentioned in Annexure-9) is less than 80% of the estimate, or further less, same will be considered as under quote and will be summarily rejected.
 - c) The service charges shall not exceed 8% of the basic cost. The offers in which the service charge exceeds 8% of the basic cost will be summarily rejected.
- 8.5 In case of breach of any conditions under the Work Package Order(s), the Security Deposit shall be liable to be forfeited by the Service Receiver. In addition, the Work Package Order(s) is also liable to be terminated and any amount due to the Service

Provider against any other Work Package Order(s) from the Service Receiver is also liable to be appropriated.

- 8.6 The requirement of the quantity mentioned in the Work Package may vary and is subject to change based on actual requirement of the Service Receiver. The Service Provider has to complete any additional or sporadic requirement as required by the Service Receiver. The payment will be based on the quantum of work completed which should be duly certified by the authorized official of the Service Receiver.

9.0 Submission of Bills and Payment:

- 9.1 The Service Provider's bills shall be submitted by 20th of every month with due certifications to the respective Paying Authority.
- 9.2 The Service Provider shall ensure that all the payments to the workforce shall be made through their respective Bank Account only on or before 1st of every month.
- 9.3 The payment under the Work Package Order shall be inclusive of the following components:
- i. Contributions towards Employer's and Employee's Provident Fund, wherever applicable.
 - ii. Contributions towards Employer's and Employee's State Insurance or Mediclaim Insurance, as the case may be.
 - iii. Service Charges to the Service Provider, if any.
 - iv. Bonus
 - v. Insurance Premium towards All Risk Insurance Policy for each workforce of the Service Provider for a minimum value of Rs.10 Lakhs for the period of contract
 - vi. Cost of two sets of uniform per year.
 - vii. Cost of identity card (one time)
 - viii. Goods & Service Tax
- 9.4 Income Tax or any other Tax/Taxes/Fees/Cess/Levy(ies) as applicable and payable by the Service Provider as per rules will be recovered from the monthly bills payable to the Service Provider.
- 9.5 In case the Service Receiver is made liable to pay any statutory liability arising due to the default of the Service Provider in relation to the Work Package Order(s), the Service Receiver shall be entitled to deduct/recover the same from the payment against the Work Package Order(s) due to the Service Provider.
- 9.6 The service provider should provide minimum number of workers on all working days. Otherwise, proportionate amount will be reduced from the total cost if the minimum number of workers were not provided.
- 10.0 Materials for janitorial work:**
- 10.1 Materials required for janitorial work will be supplied by the Service Receiver and the Service Provider/Supervisor shall arrange to collect the same from the House keeping in charge and arrange to distribute the same for executing the housekeeping work.

- 10.2 The Service Provider/Supervisor shall maintain proper account of the housekeeping material or other items provided by the Housekeeping in-charge for execution and completion of the work. Surprise checks shall be made by the Focal point/Housekeeping in-charge to verify the stock.
- 10.3 Service Provider /Supervisor shall submit the requirements for cleaning materials well in advance i.e., before two weeks to Housekeeping- in-charge.

11.0 Safety and Security: -

- 11.1 The Service Receiver's premises being a High Security Area, the workforce engaged for the work by the Service Provider, will be required to follow the security requirements such as possessing a valid Entry Pass issued by the Service Receiver and ID Card issued by the Service Provider while entering the campus and maintaining high order of discipline while on duty. It should be ensured by the Service Provider that only Indian Nationals between the age of above 18 years and up to 60 years are included in the workforce and they should not have any criminal background.
- 11.2 The Service Provider shall take all safety precautions required for the execution of the work. They shall also be responsible for any loss or damage caused to Service Receiver's Property/Personnel due to negligence of the workforce and shall make good the losses by the Service Provider at their own cost, failing which cost thereof, shall be recovered from the outstanding/running bills/Security Deposit of the Service Provider.
- 11.3 The Service Receiver shall not be responsible for any damages, losses, claims, financial or other injury to any of the workforce engaged by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation. The workforce shall adequately be insured by the Service Provider against accidents including loss of life.
- 11.4 The Service Provider shall solely be responsible for any theft, pilferage or misbehavior committed by any of the workforce while carrying out the Service(s) and the Service Receiver reserves the right to forfeit the Security Deposit/Running Bills/any outstanding payment to the Service Provider.
- 11.5 In case, the workforce engaged by the Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Service Provider shall forthwith remove the workforce under intimation to the Focal Point. 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 Service Receiver.
- 11.6 The workforce engaged by the Service Provider at the Service Receiver's Campus should not carry any Technical/Electronic Gadgets inside the Service Receiver's Campus and shall follow all Security and Safety norms as prescribed by the Service Receiver, from time to time.
- 11.7 The Service Provider shall ensure that the workforce engaged by them are disciplined and do not participate in any acts prejudicial to the interest of the Service Receiver.

11.8 The Service Provider shall solely be responsible for the redressal of grievances/dispute relating to workforce engaged by them.

11.9 The workforce engaged by the Service Provider at Service Receiver's Campus shall wear Cotton Uniform Dress while they are at work and the colour of the said uniform shall be decided by the Service Provider in consultation with the Service Receiver. The Service Provider has to provide two sets of uniform per year to each worker. The Service Provider should provide two sets of uniform per workforce per year.

12.0 **Severability:**

If any provision of this Work Package Order (s) is determined by a Court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Work Package Order(s).

13.0 **Immunity from liability:**

Every person who is a party to the Work Package Order(s) is hereby notified and agrees that the State, Service Receiver and all its employees, agents, successors and assigns are immune from liability and suit for or from Service Provider's activities involving third parties and arising from the Work Package.

14.0 **Intellectual Property:**

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

15.0 **Down Time Compensation:**

15.1 In case of delay in completion of the work as per the Work Package Contract, Down Time Compensation @0.5% of the Work Package Order(s) value per week or part thereof will be recovered from the Bill(s). The quantum of Down Time Compensation to be recovered will be decided by the Service Receiver after assessing the quantum of work delayed and the decision will be final and binding on the Service Provider.

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

16.0 **Termination and Short Closing of Contract:**

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

- 16.2 If the Service Provider wants to withdraw the Work Package Order(s) voluntarily, a prior notice of 30 days is required.
- 16.3 The Work Package Order(s) is liable to be terminated without notice and the Security Deposit under the Work Package Order(s) shall be liable to be forfeited in the following circumstances: -
- 16.3.1 For the breach of any material term, condition or provision of this Work Package Order(s) by the Service Provider.
- 16.3.2 In case the Service Provider provides any statement, representation or certification and the same is found false, deceptive or materially incorrect or incomplete.
- 16.3.3 The Service Provider or any of its workforce and agents commits or has committed or engages/engaged in fraud, misappropriation, embezzlement, malfeasance or misfeasance.
- 16.3.4 If the Service Provider terminates or suspends their business, without giving prescribed notice.
- 16.3.5 The Service Provider's license or certification is suspended, terminated, revoked or forfeited.
- 16.3.6 If the Service Provider failed to comply with any applicable law of the land.
- 16.3.7 In the event of sustenance of loss by the Service Receiver due to the premature termination of Work Package Order(s) by the Service Provider, the same shall be recovered from the Security Deposit.

17.0 Security Deposit:

The Service Provider shall guarantee faithful execution of the Work Package Order(s) in accordance with the terms and conditions specified. As a performance security, the Service Provider shall furnish security deposit for 3% of the annual total Work Package Order(s) value in the form of Demand Draft/Fixed Deposit Receipt (to be endorsed in the name of Accounts Officer, VSSC)/Banker's Cheque/Bank Guarantee issued by a Scheduled Bank as approved by the Reserve Bank of India and shall be valid beyond 2 months from the date of completion of the Contract. The Security Deposit shall not carry any interest and shall be returned by the Service Receiver on completion of all the contractual obligations. The security deposit has to be executed within 30 days after the receipt of Work Package Order(s) as per our specimen. No extension of the date for submission of the Security Deposit will be entertained by the Service Receiver and failure to submit in time will result in cancellation of the Work Package Order(s).

18.0 Parallel/Adhoc/Split Work Package Order:

Service Receiver reserves the right to enter into parallel/adhoc Work Package Order (s) with one or more Service Provider(s) in order to facilitate deployment of work force during the currency of the Work Package Order(s) for availing the same or similar Services. The Service Receiver reserves the right to split the Work Package Order(s), if need be to one or more Service Provider(s) either equally or in any other ratio, and the Service Provider(s) shall accept such Split Work Package Orders at the L-1 rates.

19.0 Applicable Law, Jurisdiction and Arbitration:

The Contract shall be interpreted, construed and governed by the Laws in India. In the event of any dispute(s), difference(s) or claim(s) arising out of or relating to the interpretation and application of the Work Package Order(s), such dispute(s) or

difference(s) or claim(s) shall be settled amicably by mutual consultations of the good Office of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute(s), then the unresolved dispute(s) or difference(s) or claim(s) shall be referred to the Arbitrator(s) appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation (Amendment) Act, 2015 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre - Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator(s). The considered and written decision of the Arbitrator(s) shall be final and binding on both the parties. The applicable language for Arbitration shall be "English" only.

Work under the Work Package Order(s) shall be continued by the Service Provider during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator(s) unless otherwise directed in writing by the Service Receiver or unless the matter is such the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

20.0 Submission of Forged Documents: -

If any of the Service Provider submits any forged or false documents along with their Tender/Bid, such Tenders/Bids will be summarily rejected and such Service Providers will be blacklisted for all future tenders/bids.

21.0 Validity:

The bid submitted by the Service Provider shall be valid for a minimum period of **One Hundred and Twenty Days (120 Days)** from the date of opening of the Bids/Tenders.

22.0 Corrections:

Any corrections in any portion of the tender/bid shall be rounded off and shall be compulsorily signed by the Service Provider; failing which such tenders/bids are liable for rejection.

23.0 Pre-Bid Discussion

There shall be a Pre-Bid discussion and it will be convened on 04/03/2022 at CMSE Conference Hall, CMSE Participation in the Pre-Bid Discussion is compulsory and the tenders of those Service Providers who participate in the Pre-Bid Discussion only will be considered for further evaluation

24.0 Due Date and Due Time for Submission of Tender/Bid

24.1 The Service Provider's shall submit their Tender/Bid in the prescribed bidding format (Annexure B) with all its enclosures and complete in all respects in a sealed cover **superscribing the Tender/No. 4506 2021004326 01 and Due on 24/03/2022 to the Purchase & Stores Officer, Purchase, CMSE, Vikram Sarabhai Space Centre, Vattiyoorkkavu, Thiruvananthapuram - 695 013.**

24.2 The Due Date and Due Time for the submission of the Tender/Bid is 24/03/2022 at 16.00 hours and the Tender/Bid will be opened on 25/03/2022 at 11.00 AM

24.3 Tenders/Bids received after the said Due Date and Due Time will **NOT** be considered.

24.4 Fax/E-mail Tenders/Bids also will **NOT** be considered.



Purchase & Stores Officer/
Senior Purchase & Stores Officer
(For & on behalf of the President of India)

DECLARATION BY THE SERVICE PROVIDER

(in line with Clause 7.1)

(To be provided by the Service Provider with their bid
on the letter head of the Service Provider)

1. I/We, Son/Daughter/Wife/
Husband of Shri/Smt.
(Proprietor/Partner/Director/Authorized Signatory of the Firm), I am competent
to sign the declaration and execute this Bid
2. I/We have carefully read and understood all the enclosed terms and conditions and
undertake to abide by the same.
3. The information/documents furnished along with the above application are true
and authentic to the best of my knowledge and belief. I/We am/are well aware of
the fact that furnishing of any false information/fabricated document would lead to
rejection of our Tender at any stage besides liabilities towards prosecution under
appropriate law.
4. I/We agree to pay the Remuneration to the workforce in time not less than the
Minimum Remuneration fixed by the Ministry of Labour and Employment,
Government of India/State Government and remit the EPF and ESI or Medi-Claim
Policy of both Employee's as well as Employer's without fail to the concerned
Government Authorities regularly.
5. I/We also agree to strictly abide by all the statutory requirements/provisions
relating to labour laws as prevailing from time to time.
6. I/We also agree to engage only that workforce whose character and antecedents
are verified through Police Clearance Certificate for carrying out the work at VSSC.
7. I/We also agree to submit the monthly bills/invoices to the Paying Authority before
2nd of the following month itself with due certification.
8. I/We also agree to strictly provide self-attested proof of crediting remuneration to
the Bank Account of our workforce as per labour laws/rules.
9. I/We also agree to adhere to all the Clauses of the General Terms and Conditions of
the Work Package.

Date:
Seal)

(Signature of Authorized Signatory with

Place:

Name in full:

BIDDING FORMAT TEMPLATE
(TO BE PROVIDED IN THE SERVICE PROVIDER'S LETTER HEAD)
(in line with Clause 22.0)

Tender Ref. No.	
Due Date & Time for submission	
Due Date & Time for opening	
Service Provider's Reference No. and Date	

From: _____

To

The Purchase & Stores Officer
CMSE Purchase, Purchase Unit No.VI
Vikram Sarabhai Space Centre, CMSE
Vattiyoorkkavu PO., Thiruvananthapuram - 695 013

TENDER FORM

Dear Sir,

1. I/We hereby offer to provide the services detailed below at the price hereunder quoted and agree to hold this offer open till _____. I/We shall be bound to provide the services hereby offered upon the issue of the Work Package Order(s) communicating the acceptance thereof on or before the expiry of the last-mentioned date. You are at liberty to accept any one or more of the items of services tendered for or any portion of any one or more of the services of such Work Package. I/We, notwithstanding that the offer in this tender has not been accepted in whole, shall be bound to provide you such services and such portion or portions of one or more of the services as may be specified in the said Work Package Order(s) communicating the acceptance in line with **Clause 18.0**. The price quoted by me/us is inclusive of Contributions towards Employer's and Employee's Provident Fund and Contributions towards Employer's and Employee's State Insurance/Medicaid Insurance as applicable as per relevant rules.

Sl. No.	Description of Work	Quantity	Unit Price	Total Price for Two years in Rs.
1	Work Package for Janitorial Workforce at Processing labs in New Land, CMSE for an area of <u>8108.80</u> sq m	62496 JTP		
2	Work Package for Janitorial Supervisor at Processing labs in New Land, CMSE for an area of <u>8108.80</u> sq m	4464 SJTP		
3	Sub.Total (1+2)			
	Description	Explanation	Unit Price in Rs./ Percentage	Total Price for Two Years in Rs.
4	Service Charges to the Service Provider (Clause 9.3 iv)	Percentage of Sl. No. 3 above		

5	Sub Total (3+4)			
6	Goods & Service Tax @ 18% (Clause 9.3 ix)	Percentage of Sl. No. 5 above		
7	Bonus (Clause 9.3 v)	Lump sum per person for 2 years		
8	Insurance Premium Charges towards All Risk Insurance Policy for each work- force of the Service Provider for a minimum value of Rs. 10 Lakhs (Clause 9.3 vi)	Lumpsum per person for 2- years X No. of Persons		
9	Cost of 2 sets of cotton uniform including its stitching charges (Clause 9.3 vii)	Two set per person per year including stitching charges		
10	One Time Cost of Identity Cards (Clause 9.3 viii)	Per Card Per Person		
	Grant Total			

Note: All the rates should be given both in figures and words

Place at which the Services will be made	Service Receiver's Site as at clause 5.0 note (ii)
---------------------------------------------	----------------------------------------------------

2. I/We have understood the items of the tender annexed to the invitation to tender and have thoroughly examined the scope of the work as detailed at Clause 3.4 quoted or referred to herein and am/are fully aware of the nature of the services required and my/our offer is to provide the services strictly in accordance with the requirements subject to the terms and conditions stipulated in the enquiry and contained in the Work Package Order(s) communicating the acceptance of this tender either in whole or in part.

3. I / We understand that the decision for award of work package order will be made based on the information furnished by me in this tender form.

4. I/We also understand that the decision for award of work package order will be decided on the sum total of all components listed above (1 to 9) i.e, landed cost.

Signature of the
Service Provider

Date:

(Seal)

PT- GENERAL CONDITION

1. The cover should clearly be super scribed the Tender Number. Due Date and Time should also be indicated on the cover. The cover should be sent to the following address so as to reach us on or before the due date and time specified in the tender form.


**The Purchase & Stores Officer
CMSE Purchase,
Vikram Sarabhai Space Centre
Vattiyoorkavu PO
Trivandrum – 695 013, Kerala, India
PH: 0471 256 9290 /236**

2. Tender documents can be downloaded from our websites and also be obtained from the above address on request and submission of tender fee. While request for Tender documents please indicate on the envelope as “Request for Tender Documents Tender No.....dtd.....”
3. Cost of tender/EMD should be submitted along with tender.
4. Tenders may be sent by speed post.
5. Fax, mail offers shall not be considered.
6. The offer should be valid for a minimum period of **90 days from the due date.**
7. Tender Fee (Rs. 590/-) shall be paid in the form of **CROSSED DEMAND DRAFT ONLY**. Other mode of payment is not acceptable. The Demand Draft should be in favour of : Accounts Officer, CMSE Accounts , VSSC payable at State Bank of India, Nettayam Branch, Thiruvananthapuram (THE TENDER FEE IS NON REFUNDABLE)
Government Departments, PSUs (both Central and State) , Small Scale Industries units borne in the list of NSIC and foreign sources are exempted from submission of tender fee. Those who are coming under the above category should submit documentary evidence for the same.
8. Late and Delayed Tenders will not be considered. Therefore, please ensure that your tender is posted well in time to reach us before the due date and time.
9. VSSC, Thiruvananthapuram shall not responsible for any postal delay /loss of document in transit.
10. Tenders which are not prepared in terms of these instructions are liable to be rejected.
11. All the pages of your offer should be signed/initialed by competent authority and affixed with your Company's Seal.
12. While submitting your offer, the envelop shall be clearly super scribed with Tender No. and Due Date and to be sent to the following address.

**The Purchase & Stores Officer, CMSE Purchase, , Vikram Sarabhai Space Centre
Vattiyoorkavu PO, Trivandrum – 695 013, Kerala, India PH: 0471 256 9290 /236**

10. Detailed Technical details/catalogue/data sheet required.
11. In order to avail of the benefits extended by Government of India to the Micro and Small sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General manager, District Industries Centre or NSIC Registration Certificate along with your offer.

- 12. EARNEST MONEY Deposit :** Earnest Money Deposit (EMD) or Bid Security is obtained to ensure the earnestness of the vendor in the procurement process. Registered Vendors of VSSC shall not furnish EMD or Bid Security in the procurement process. Other Vendors participating in the tender process has to furnish EMD through Demand Draft/Banker's Cheque for **Rs. 2,00,000/- (Rupees Two Lakh Only)** drawn in favour of **Accounts Officer, CMSE Accounts, VSSC-Trivandrum 695 013 payable at State Bank of India, Nettaym Branch, Trivandrum** EMD shall be interest free. EMD shall also be furnished in the form of Fixed Deposit Receipts or Bank Guarantee from any of the Scheduled Banks executed on non-judicial stamp paper of value Rs.200/-. In case of Bank Guarantee, it shall be valid for a period of 45 days beyond the final tender validity date.
- Also, Foreign Vendors, Registered Vendors who have already applied for renewal of registration, Central PSUs, PSEs, Autonomous Bodies, Micro and Small Enterprises, KVIC, National Small Industries Corporation etc., are exempted from the payment of EMD.
 - Any tender not accompanied with EMD shall be treated as invalid tender and rejected. Vendors seeking exemption from payment of EMD shall submit necessary proof like registration number etc.
 - EMD of vendor shall be forfeited if the tenderer/contractor withdraws or amends his tender or deviates from the tender in any respect within the period of the validity of the tender. Failure to furnish Security Deposit/Performance Bond by a successful vendor within the specified period shall also result in forfeiture of EMD.
 - EMD shall be refunded to all the unsuccessful vendors within thirty days after placement of the Purchase Order. EMD shall be refunded to the successful tenderer / contractor after payment of the Security Deposit. EMD shall be refunded to all the participants in cases where the tender is cancelled or withdrawn by the Centre/Unit, within thirty days from the date of such cancellation or withdrawal.
- 13. Sr. Head, Purchase & Stores, VSSC, Thiruvananthapuram reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.**


**Purchase & Stores Officer/
Sr. Purchase & Stores Officer**
For and on behalf of the President of India
(The Purchaser)