भारत सरकार/GOVERNMENT OF INDIA अंतरिक्ष विभाग/DEPARTMENT OF SPACE

विक्रम साराभाई अंतरिक्ष केंद्र/VIKRAM SARABHAI SPACE CENTRE तिरुवनंतपुरम/THIRUVANANTHAPURAM - 695 022

विज्ञा. सं. वीएसएससी/पी/विज्ञा./327/2022 दि. 12.04.2022 ADVT. NO. VSSC/P/ADVT/327/2022 DT. 12.04.2022

भारत के राष्ट्रपति के लिए तथा उनकी ओर से, वरिष्ठ प्रधान, क्रय एवं भंडार, विक्रम साराभाई अंतरिक्ष केंद्र (वीएसएससी), तिरुवनंतपुरम निम्नलिखित के लिए (क्रम सं. 1 और 2) मोहरबंद निविदाएं तथा (क्रम सं. 3 और 4) ई-प्रापण के माध्यम से निविदाएं आमंत्रित करता है।

For & on behalf of the President of India, the Sr. Head Purchase & Stores, Vikram Sarabhai Space Centre (VSSC), Thiruvananthapuram invites Sealed Tenders (for Sl. No. 1 & 2) and Tenders through e-procurement (for Sl. No. 3 & 4) for the following:-

क्रम सं.	निविदा सं.	वर्णन / Description	मात्रा	निविदा शुल्क
S1. No	Tender No.	, -	Qty.	Tender Fee
01.	8022 2021003928 [दो भाग / TWO PART]	एटीएफ तथा पट्टम अतिथि गृह का प्रचालन तथा प्रबंधन Operation and Management of ATF	1 लॉट/Lot	₹. 560/-
02.	8052 2021005383 [एकल भाग / SINGLE PART]	and Pattom Guest House. सीमा शुल्क निकासी के लिए दन संविदा Rate Contract for Customs Clearance गन एवं शर्तें निविदा दस्तावेज़ के अनुसार		प्रति निविदा / per Tender
03.	y	धिन एवं शर्तें निविदा दस्तावेज़ के अनुसार etailed terms & conditions as per To 12 चानल उन्नत ध्वाानिक उत्सर्जन(एई) डाटा अभिग्रहण प्रणाली की आपूर्ति, संस्थापन, प्रदर्शन व प्रशिक्षण Supply, installation, Demonstration and Training of 12 Channel Advanced Acoustic Emission (AE) Data acquisition system.	ender docum 1 सं. / No.	ent लागू नहीं / NA
04.	VSSC/ PURCHASE UNIT I (MAIN PURCHASE)/ VS2022001424 [एकल भाग / SINGLE PART]	इसरो कर्मचारी क्वार्टर में प्राइवेट सुरक्षा दल को लगाना Engagement of private security at ISRO Staff Quarters.	35040 बजे/ Hrs	

निविदा प्राप् करने की अंतिम तिथि /	
Due Date for Receipt of Tender	28/04/2022 up to 14:00 Hrs.
(क्रम सं. / Sl. No. 1)	10/05/2022 up to 14:00 Hrs.
(क्रम सं. / S1. No. 2)	10/00/2022 up to 14.00 iiis.
निविदा खोलने की तिथि / Tender Opening Date	
(क्रम सं. / Sl. No. 1)	28/04/2022 at 14:30 Hrs.
(क्रम सं. / Sl. No. 2)	10/05/2022 at 14:30 Hrs.

SI. No.	बोली प्रस्तुत करने की समय-सीमा Time limit for submission of Bid	बोली खोलने की तिथि Bid Opening date
03.	Upto 28.04.2022 [10:55 Hrs.]	28.04.2022 [14:00 Hrs.]
04.	Upto 03.05.2022 [14:00 Hrs.]	03.05.2022 [15:00 Hrs.]

क्रम सं. 03 से 04 तक, विवरण ई-प्रापण पोर्टल http://eprocure.isro.gov.in पर उपलब्ध है। For Sl. No. 03 to 04, details are available on ISRO e-procurement portal http://eprocure.isro.gov.in

शुद्धिपत्र, यदि कोई हो तो, हमारे वेबसाइट <u>www.vssc.gov.in</u> / <u>www.isro.gov.in</u> में मात्र प्रकाशित किया जाएगा।

Corrigendum, if any will be published in our websites: www.vssc.gov.in / www.isro.gov.in only.

हस्ताक्षरित/Sd/-

वरि. प्रधान, क्रय एवं भंडार / Sr. Head, Purchase & Stores

- 1. Full details and specification of the item and general instructions to be followed regarding submission of tender is indicated in the tender document.
- 2. Tender Documents can be downloaded from our websites and also be obtained from the following address on request and submission of tender fee:
 - For Sl. No. 1&2: Sr. Purchase & Stores Officer, Main Purchase, RFF Area, VSSC, ISRO PO, Thumba, Thiruvananthapuram 695 022, Ph: 0471-256 3139 / 3522.
 - While requesting for Tender Documents please indicate on the envelope as "Request for Tender Documents- Tender No............ dt............".
- 3. Tender Fee (Rs. 560/-) 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, Centre Accounts, VSSC(For Sl.No.1&2) payable at State Bank of India, Thumba, 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.
- 4. While submitting your offer, the envelope shall be clearly superscribed with Tender No. and Due Date and to be sent to the following address.
 - For Sl. No.1&2: Sr. Purchase & Stores Officer, Main Purchase, RFF Area, VSSC, ISRO PO, Thumba, Thiruvananthapuram 695 022, Ph : 0471-256 3139 / 3522.
- 5. Ouotations received after the Due Date/Time will not be considered.
- 6. VSSC, Thiruvananthapuram is not responsible for any postal delay/loss of documents in transit.
- 7. 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.

भारत सरकार अंतरिक्ष विभाग (अं.वि.) विक्रम साराभाई अन्तरिक्ष केन्द्र तिरुवनन्तपुरम -695022 क्रय एवं भंडार GOVERNMENT OF INDIA DEPÅRTMENT OF SPACE (DOS) VIKRAM SÅRÅBHÅI SPACE CENTRE

PURCHASE & STORES

Ph No. Fax. e-mail:

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खारिकां वर्षे सं

8022 2021-003928-01

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.FORM.NO.20 & 23)

terms a o	Ondiciono in			
क्र.सं. SI. No.	विनिर्देशों सहित मद का विवरण Description of items with Specifications		इकाई Unit	मात्रा Quantity
1	CATERIN GUEST H SERVICE YEARS.	IG SERVICE & FRONT OFFICE ASSISTANCE AT ATF HOUSE, CATERING AND HOUSE KEEPING E AT PATTOM GUEST HOUSE FOR A PERIOD OF TWO		· 1
2	ATTACH	LS OF TERMS AND CONDITIONS OF THE CONTRACT ED.		0
सुपुर्दगी स्थ	रल			
Delivery A	λt	VSSC		
प्रेषण की वि Mode of E		ON SITE		
शुल्क छूट Duty Exe	mptions			
विशेष अनु Special Ir	देश istructions	NIL		
विशेष निबं	धन			

विशेष निबंधन

Specific Terms

DOS.PM.FORM.NO.20 & 23

निविदाकारों को अनुदेश Instructions to Tenderers

GOVERNMENT OF INDIA DEPARTMENT OF SPACE VIKRAM SARABHAI SPACE CENTRE THIRUVANANTHAPURAM-695 022

OPERATION &MANAGEMENT OF VSSC GUEST HOUSES: SCOPE OF WORK, TERMS AND CONDITIONS AND GUIDELINES

Vikram Sarabhai Space Centre, Thiruvananthapuram, Indian Space Research Organisation, Department of Space, Government of India has two Guest Houses at 1. Veli, Near St. Thomas Church, Thiruvananthapuram (ATF Guest House) and at 2. Pattom, Marappalam (Pattom Guest House). VSSC intends to outsource the Operation & Management of these Guest Houses for a period of Two or more year(s) from the date of award of the Contract.

1.0 INTRODUCTION

Vikram Sarabhai Space Centre, Thiruvananthapuram (hereinafter mentioned as VSSC) is maintaining two Guest Houses, one at Veli near St. Thomas Church, Thumba (hereinafter mentioned as ATF Guest House), Thiruvananthapuram and one at Pattom (hereinafter mentioned as Pattom Guest House), Thiruvananthapuram for providing transit accommodation to the various officials of Indian Space Research Organization (hereinafter mentioned as ISRO).

The **ATF Guest House** comprises of 150 AC rooms (Block A, B, C & D) and a state-of-the-art kitchen. This contract is meant for managing the above mentioned rooms in normal conditions only and any additional requirement, such as deployment of additional manpower, material etc. which may arise in wake of Seminars/ Conferences/IITP/Symposiums etc. will be borne by the Service Provider at no cost to VSSC.

The **Pattom Guest House** comprises of 09 rooms including 2 VIP Suites and a dining hall with a standard kitchen set up.

Now, VSSC proposes to outsource the day-to-day management activities of the Guest Houses to Hoteliers /Hotel Management Professionals/ Agencies/individuals having support of Professional Work force and required competence. The scope of activities and terms and conditions are detailed below:

2.0 **SCOPE OF WORK**

	ATF Guest House	Pattom Guest House	
Scope of Work	Catering, Front Office and overall management.	Catering, Front office, overall management and Janitorial work	
No. of Rooms	90 Rooms in 03 Blocks- A, B & C with average occupancy of 50%to 60%.(Before the onset of COVID-19 Pandemic)	09 Rooms with average occupancy of 70%.(Before the onset of COVID-19 Pandemic)	

TENDER NO 3022 POLADOSPAR OTAPERAC HANDER TOVO PART

 		-
60 Room	ns in Block-D may	
have to b	be operated as and	
when rec	quired.	

A. CATERING SERVICES

The Service provider should provide centralized dining in the dining hall for all the guests lodged in all the blocks of the Guest House at rates prescribed by VSSC. The Service provider shall prepare the food items in the Guest House kitchen by procuring necessary vegetables and provisions. VSSC will provide the utensils and necessary infrastructure. The dining timings will be as follows:

Bed Coffee/Tea (to be served in rooms)	0500 Hrs to 0700 Hrs
Breakfast	0730 Hrs to 0930 Hrs
Lunch	1200 Hrs to 1400 Hrs
Evening Tea	1600 Hrs to 1800 Hrs
Dinner	1930 Hrs to 2130 Hrs

However, the Service provider shall be liable to extend services in other times also, if requested by the PRO or other designated Officers of VSSC and room services for bed coffee, tea, breakfast, lunch and dinner as required by the guests. The Service provider shall prepare and serve the Breakfast, Lunch and Dinner as per the menu provided herewith as **Annexure-I**. The Service provider is bound to provide Catering Services for the participants of various Seminars, Meetings etc. being conducted in the multi-purpose complex, ATF area.

- > Thoroughly cleaning of all floors, closets, wash basins, sinks etc., of the guest house; dining area, kitchen, toilets, washrooms, bathrooms using cleaning materials provided by VSSC, dusting of all furniture/fittings of the said area, cleaning of kitchen and pantry utensils including their pantry inside hostel room every day.
- > Collection and segregating/disposal of food waste (bio-degradable & non-biodegradable) should be carried out in an eco-friendly way as per norms outside the premises of the campus by the service provider, at their own expense. In case of any complaints, the service provider will be held responsible.
- ➤ Providing catering services by preparation of food items and maintenance of canteen and dining area by positioning Cooks/Attendants/Supervisors as per the terms & conditions stipulated in the service contract and taking into consideration the minimum wages, EPF, ESI and administrative charges, if any.

B. FRONT OFFICE ASSISTANCE

The Service provider should provide qualified personnel for manning the Reception Counters round the clock. Rooms are to be allotted strictly as per the allotment by the Administrative Officer, Public Relations of VSSC. The personnel deployed for Front Office Assistance will be responsible for;

- i. Maintenance of the Accommodation Register and other requisite records as directed by the designated Officers of VSSC, making entries of Guests on arrival and departure, preparing the bills and collecting the rents as per rates advised by the Administrative Officer, Public Relations, VSSC at the time of their check out, and remitting the same with VSSC Accounts on the same day with proper entries in the registers concerned.
- ii. Preparing the bills relating to official guests and submitting the same to Public Relations on daily basis against acknowledgement.
- iii. Providing round the clock counter service/room service to inmates and guests at Guest House.
- iv. Maintenance of stock records of materials, equipment, furniture, linens, etc. provided by VSSC.
- v. Inspection of all rooms daily and report defects on the functioning of Air Conditioners, Geysers, Water Coolers, Washing Machines, Televisions, Cable TV, other equipment, furniture, etc. to the Engineering Maintenance Sections concerned and getting the defects rectified in real time with follow up.

C. HOUSE KEEPING

	ATF Guest House	Pattom Guest House
House keeping	1. Housekeeping activities(Janitorial works, room cleaning, bed making etc.) with adequate work force will be taken care by VSSC .	1. The Housekeeping activities (Janitorial works, room cleaning, bed making etc.) have to be carried out by the Service provider .
	2. Housekeeping materials will be provided by VSSC.	2. Housekeeping materials will be provided by VSSC.
	3. Adequate linens like Bed Sheets, Pillow Covers, Towels, Blankets, and Curtains etc. will be provided by VSSC	3. Adequate linens like Bed Sheets, Pillow Covers, Towels, Blankets, and Curtains etc. will be provided by VSSC.

Maintenance of Stock Register for linens lies under **Service provider's** responsibility.

3.0 EXPERIENCE/REGISTRATION CRITERIA FOR THE SERVICE PROVIDER

- 3.1 The Service provider should have undertaken at least one Contract during the last 6 years preceding the tender date for managing the Catering activities of a single establishment having minimum of 70 rooms with catering facility and having turnover of not less than Rs. 50 Lakhs.
- 3.2 The **Service provider** should have a registered and full-fledged office having telephone, fax/e-mail facilities, etc. The details of the registered office should be mentioned in full in the bid.
- 3.3 In addition, the successful service provider should establish a full-fledged office at Thiruvananthapuram within a period of one month from the date of award of contract.
- 3.4 The **Service provider** should have valid registration with related Departments as per the prevailing rules on the subject.
 - > Service Provider should not have been banned or black listed by any Government Department/Central Govt. Unit/PSU/Financial Institutions/Court.

4.0 WORK FORCE

- The **Service provider** should engage adequate number of work force with appropriate qualification for the above works, and the minimum number of work force to be deployed in the two guest houses are provided in **Annexure-II**. Additional Work force, if required for F & B Service/ Maintenance/House Keeping activities shall be deployed by the **Service Provider at their own cost**. Accommodation, transportation **and food** for the work force employed by the Service Provider shall be the sole responsibility of the **Service Provider**.
 - > The Service Provider shall deploy experienced personnel having basic knowledge of Hindi & English for carrying out the job, especially those who have to communicate with the Guests and VIPs. The service provider shall provide swiping machines/POS machines for payment purposes.
 - > The Service Provider shall employ only Indian National above the age of 18 years only. The designated Officer/ Head, PGA reserves the right to expel any work force of the Service Provider.
 - > Before deployment of the above work force, they should produce medical fitness certificate from Government Hospital.

5.0 GENERAL TERMS & CONDITIONS

- > The cooks shall follow the scheduled menu and other instruction given by Guest House in charge.
- Items such as milk, bread, eggs, vegetables etc., should be bought fresh and stored properly. Spoiled or substandard items should not be used at any point of time.
- > Service providers shall use standard brand materials viz. Sunflower oil, Brooke-bond Tea or equivalent brand, Nestle/Bru coffee powder or equivalent brand, good quality rice, wheat, Atta etc.
- All raw materials used for food production should be of standard brands approved as on date by Food Safety and Standards Authority of India(FSSAI).
- > Items should be prepared and served hygienically and must be of high quality.
- > The service provider shall maintain the dining and mess neat and clean. Used utensils and food remains shall be immediately removed from the dining tables. The utensils/cutlery should be thoroughly cleaned and dried with no marks left on them before serving the staff members and guests.
- > The Service Provider shall comply with statutory rules connected with Labour (Registration and Abolition Act) 1970 and Central Rules, 1971, Employees Provident Fund Act, Employees State Insurance Act, Minimum Wage Act, Payment of Wages Act, Workmen's compensation Act and shall submit necessary registration documents whenever called for.
- 1) The Service provider should strictly follow all the rules in force with regard to Labour Relations and Welfare. The work force of the Service provider should be covered by EPF, ESI and other similar statutory welfare measures, from time to time.
- 2) The workers engaged by the Service provider should wear neat and tidy uniforms while on duty.
- 3) The Service provider has to provide the required number of Uniforms at their cost.
- 4) The Service provider shall be responsible for any theft, pilferage or misbehaviour by any of their work force engaged for carrying out the work.
- 5) They shall be responsible for the polite, decent and courteous behaviour of their work force towards the guest and officials of the VSSC/ISRO/Department of Space.
- > VSSC reserves the right to ask the service provider to remove any of its employees from service if in the opinion of Head, PGA they have been found

- indulged in any activity/behaving which is against the letter and spirit of the Contract.
- > The service provider shall make arrangements to provide LPG gas cylinder, safely. The charge of LPG gas cylinder including transportation and incidental charges shall be borne by the service provider. The service provider shall have to make their own alternate arrangements in case of non-availability of LPG cylinders. In case the supply of Gas-pipeline becomes functional in future, the charges for actual usage will be borne by the service provider.
- The service provider shall provide all raw materials of goods and standard quality at their cost and shall thoroughly clean the same before cooking. The service provider shall prepare individual bills and collect payment from the user/guest. VSSC will not be responsible for collection of payment or for any compensation for loss incurred because of failure of the service provider to collect funds or keep proper accounts. It shall be audited by VSSC as and when required.
- 6) The Service provider should indemnify VSSC for any loss or damage caused due to the negligence or intentional activities of their work force.
 - > Any damage caused to the materials supplied by Department shall be replaced by the service provider at their own cost.
- 7) The Service provider and their work force and other work force should follow all the security regulations and instructions issued by VSSC.
 - > The service provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under the contract to any other agency without prior written consent.
- 8) The regular operation of the facilities in the Guest House shall be the sole responsibility of the Service provider. The Service provider shall provide night services between **2200 hrs and 0600 hrs** on all days in the years viz., provide water in rooms, serving of dinner for late comers, serving of early morning bed coffee, manning of reception for taking care of early morning check outs and early morning wake up calls.
- 9) The rate shall be firm and fixed during the entire Period of Contract.
- 10) The Service provider has to ensure supply of minimum number of work force as per **Annexure II**.
 - > The work force deputed by the Service Provider shall have no claim/right in the regular employment in VSSC/ISRO, Thiruvananthapuram.

- 11) All statutory requirements under the relevant Contract Labour Acts as applicable to this work force including documentation, maintenance of records etc., shall be complied with and will be the sole responsibility of the Service provider.
- 12) Any liability/ compensation disputes, etc., arising out of the employment by the Service provider under any act/ statutory provisions shall solely rest with the Service provider and VSSC will not be liable or responsible for the same. If in any event VSSC is made to incur any expenses due to the fault of the Service provider in this respect, the Service provider shall indemnify VSSC against such expenses. The Service provider is solely responsible for the payment of Leave Salary, Bonus etc. if any, to the workers employed by them.
- 13) The Service provider is responsible for the deduction of the Employer's and Employee's Contribution towards EPF and ESI from the wages payable to the workers and remitting the same with the respective authorities and he shall maintain all records up-to-date.
- 14) The Contract shall be valid for a period of TWO YEARS. If VSSC is not satisfied with the performance of the Service provider, it shall be at the sole discretion of VSSC to terminate the Contract before the expiry. However, if the service provided by the Service provider is satisfactory, VSSC may extend the said Contract for one more year with same rate, terms and conditions on mutual consent.
 - > VSSC reserves the right to terminate the contract without assigning any reasons by giving a prior notice of 30 days.
 - > VSSC reserves the right to enter into parallel/adhoc contract (s) with one or more parties during currency of the contract for availing same or similar service.
 - > PRO (0471 2565649) shall be the contact person for all matters relating to this service contract.
- 15) The Service provider shall be responsible for handling the catering activities with high degree of professional standard, hygiene and cleanliness commensurate with that of 2-Starred Hotel.
- 16) The infrastructure like fully equipped kitchen with all modern facilities, furnished dining hall, lounge and recreation rooms, utensils, water coolers, wet grinders, cold rooms, refrigerators, fly catchers, crockery, cutlery, door mattresses, etc. shall be provided by the Department. The adequacy and essentiality of any of the items will be decided by VSSC and the decision shall be final. The Service provider shall compensate VSSC

- for any loss etc., arising due to the negligence or mishandling of the equipment etc. by their work force.
- 17) List of all items being transferred to the Service Provider shall be prepared and at the time of assuming contract and it has to be acknowledged by the Party. At the end of the Contract, the Service Provider should return the items back to VSSC along with the original list.
- 18) The Service Provider should issue valid photo ID cards to all their employees being deployed at the Guest House and a copy of the ID cards should be given to PRO for information.
- 19) The Service provider should ensure that the equipment and utensils provided by VSSC at its disposal under the Contract are maintained well and handled carefully. Any shortfall of the items should be intimated to VSSC instantly.
- 20) All provisions, groceries, vegetables, etc. required for preparation of breakfast, lunch and dinner shall be arranged by the Service provider. The groceries and vegetables used should be of high quality with regard to hygiene and cleanliness. VSSC will not provide any transport facility to bring the above items.
- 21) Washing of linens (Bed Sheets, Pillow Covers, Towels, Blankets, Curtains, etc.) will be done by VSSC. The Service provider should collect soiled linen from the house keeping work force and make arrangements through the identified Officer for the prompt washing of linen at the identified washing agency.
 - > The service provider shall maintain Attendance Register, which should be checked by the VSSC officials and a copy of the same shall be submitted along with bills while claiming monthly payment. The attendance register should be updated and will be called for verification at any time by the Purchaser
- 22) The Service provider would be required to provide verification report from the local Police authorities within one month from the date of receipt of the Order, duly certifying the verification of Character & Antecedents for each of the work force engaged by the Service provider for executing the said Contract. The Service provider shall also verify/ certify the conduct of the work force at frequent intervals. If any one of the work force misbehaves or commits any misconduct, VSSC reserves the right to refuse permission to such person(s) to enter its premises, and such work force shall be withdrawn by the Service provider immediately.
- 23) While submitting the offer, the Service provider shall submit all necessary documentary proof in support of their claim. In case if VSSC finds that any of the documentary evidences are forged/altered, VSSC reserves the right to reject the said offer including black listing of the bidder/Service provider.

- > If it is noticed that the service provider has not deployed required work force in any month, then penalty charges per absentee equivalent to 10% of one work force rate for the period of absence will be deducted from Service Provider's total payments for that month. This will be in addition to the amount not payable to the person who is absent.
- ➤ Payment will be made on monthly basis before 10th of every month against submission of your bill duly certified by the contract in charge and countersigned by Head, PGA VSSC at the end of every month. Bills on triplicate shall be submitted to the Sr. Accounts Officer, VSSC for arranging payment.
- > Service provider has to submit proof along with their claim every month (from second month onwards) for the following:-
 - Wages disbursed to their employees in previous month.
 - Provident fund remittance and ESI remittance, proof for the no. of personnel deployed for a particular month.
- Income tax as applicable will be deducted or recovered at source on monthly basis from the payment made to the service provider as per Income Tax Act. Certificate of deduction at source shall be issued by the Accounts Officer, VSSC.
- 24) 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.
- 25) If the Arbitrator be the Head of the Centre/Unit -

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

a. (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 Amendment Act 2015 and as amended from time to time, the rules there under and as 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 Service provider 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 Service provider to Arbitration of one of the Arbitrations in the Department of Public Enterprises. Arbitration & Conciliation Amendment Act 2015shall 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 Service provider 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, Government of India. The parties to the dispute will share equally, the cost of arbitration as intimated by the Arbitrator.

The Laws of India for the time being in force shall govern this Contract. The appropriate Hon. Courts in Thiruvananthapuram only shall have jurisdiction to deal which will and decide any legal matters or disputes whatsoever arising out of the Contract.

- 26) VSSC also reserves the right to Split the Contract to ATF Guest House and Pattom Guest House separately.
 - ➤ The service provider shall submit the quotation in two-parts; Part I Technical & Commercial); Part II (Price Bid) as per the format in the Tender documents.
 - > Earnest Money Deposit Rs.5,00,000/- (Rs.FIVE LAKH only) refundable (without interest) should be necessarily accompanied with the Technical Bid in the form of DD/Banker's Cheque/Bank Guarantee/Fixed Deposit Receipt made in the name of Accounts Officer, VSSC and payable at par at Thiruvananthapuram.
 - > Security Deposit equivalent to 3%(Three Percent) of the Annual Contract Value shall be remitted by the service provider through Account Payable DD/Fixed Deposit favour of Accounts Officer VSSC as Security deposit towards the successful completion of the contract.

TEMPERATOROX ZAVIDO SERS OF CIVINIC PENDER TWO PART

27) The Service Provider/Bidder shall furnish a certificate of "NEAR RELATIVE" to the effect that the details of the near relatives of the Service Provider/Bidder is/are working/ employed in VSSC, Liquid Propulsion Systems Centre (LPSC), a Centre of ISRO located at Thiruvananthapuram, IISU or IPRC, Mahendragiri, and the same certificate shall be executed on Rs.200/- Non-Judicial Stamp Paper duly attested by Notary Public/Executive Magistrate by the Service Provider/ Bidder.

The "NEAR RELATIVE" is explained below: The near relative (s) means:

- a) "Spouse
- b) The one is related to the other in a manner as father, mother, son(s) & son's wife/(daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) and brother's wife, sister, sister-in-law, sister's husband (brother-in-law) in relation to the Partner/Shareholders/Directors/Executives/Office bearers of the Service Provider".
- 27. 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 rejected by Service Receiver(VSSC) in order Work Order are liable to be the Service Receiver (VSSC) cannot to ensure quality, as compromise work. If the offer basic price (i.e. work package cost quality of supervisory charge, uniform cost, ID card excluding service charge, cost, insurance & GST) is less than 80% of the estimate, or further less. same will be considered as under quote and will be summarily rejected.
- 28. The Service provider shall submit fill up the **Annexure-III** and submit all the documentary evidence to substantiate their claim.
- 29. The Menu requirement are detailed at Annexure-I.

Annexure-I

TYPE	5 - 0 0000		MENU		
Coffee/	Tea		***************************************		
BREAKFAST			As mentioned below		
S1.No.	ITEM			Qty	Amount
01	Idly with Chutney & S	Sambar		3Nos	
02	Pongal with Chutney	& Samb	ar	200gms	Any one of the Items + Tea/ Coffee
03	Upma with Chutney	& Samba	ar	200 gms	
04	Poori with Potato Mas	sala		3Nos	@ Rs. 50/
05	Chappatti with Khorr	ma	······································	2Nos	
06	Dosa with Chutney &	s Samba	r	2Nos	
07	Masala Dosa with Ch	h Chutney & Sambar		1No	Any one of the
08	Onion Dosa with Chutney & S		Sambar	1No	
09	Medu Vada			1No	snacks @ Rs. 10/- &
10	Masala Vada			1No	Tea/ Coffee
11	Mysore			1No	@ Rs. 10/-
12	Onion Vada			1 No	
13	Tea/Coffee			100ml]] .
LUNCH	/DINNER	As mer	ntioned belo	w	
Lunch/ A type	Lunch/Dinner A type			Vegetable C	ce, Sambar, Rasam, urry, Curd, Pappad
Lunch/	Dinner	1 .			i / Vegetable Fried
B type		Rice			t, Green Salad
Lunch/	Dinner	В Туре	B Type menu + one additional Non-Vegetarian item,		
C type		1	Ice cream or Fruit Salad @ Rs. 210/-		
	Food rates are fixe	ed. No a	dditional an	nount will be	taken.

Annexure II

(a) FOR ATF GUEST HOUSE

SL. No.	DESIGNATION	QUALIFICATION & EXPERIENCE	Number of Work force
01	Catering Supervisor	Degree/Diploma in Catering technology preferably 3 years experience in supervising Industrial canteen and / or	2
02	Receptionists	Degree with minimum 1 year experience in similar capacity.	3
03	Cooks	 Five years experience in cooking in Industrial canteens/Hotels/ Guest Houses capable of preparing south Indian dishes & North Indian dishes and non vegetarian items on demand. Continental/Inter-continental dishes should be prepared and served during the visit of foreigners. 	2
04	Bearers	Minimum SSLC pass with good health. 3 years experience in good hotels/Industrial canteens/Guest Houses.	8

(b) FOR PATTOM GUEST HOUSE

SL. No.	DESIGNATION	QUALIFICATION & EXPERIENCE	Number of Work force
1	Catering Supervisor	Degree/Diploma in Catering technology preferably 3years experience in supervising Industrial canteen and / or guest house.	1
2	Cooks	 Five years experience in cooking in Industrial canteens/Hotels/ Guest Houses capable of preparing south Indian dishes & North Indian dishes and non vegetarian items on demand. Continental / Inter-continental dishes should be prepared and served during the visit of foreigners. 	1
3	Bearers/Food servers	Minimum SSLC pass with good health. 3 years experience in serving in good hotels/Industrial Canteens/Guest Houses.	3
4	House Keeping Work force	Should be healthy and well behaved.	2

Annexure III

ESSENTIAL DETAILS TO BE FILLED BY THE SERVICE PROVIDER

(All fields are compulsory and attach copies of relevant documents - No Clarification will be called for want of documents.)

Ciarmication will be called for want of documents.)					
SL. NO.	PARTICULARS	DETAILS	Page No./Index No. of relevant documents		
1	Name & Full postal address of the Service provider : (including Phone No, Mobile No, Fax No. and e-mail ID)		٠		
2	Status of the firm : Proprietor/Partnership/Pvt Ltd /Public Ltd-Co/Joint Venture				
3	Name of the Proprietor/Partner/Director				
4	Establishment of the firm				
5	Nature of Business undertaken				
6	a) Annual Turnover of the firm for the last 6 years & details of order executed. b) Details of the last 6 years IT return filed by the establishment (Attach copies of Form-16 for last 6 years)				
7	Details of Registration with Food afety and Standards Authority of India (FSSAI)				
8	a) Name of your Bankers and Bank Account Nos. and statement of Bank Account for the last Financial Year. b) PAN Card No. (Attach copy) c) TAN Card No. (Attach copy) d)Details Solvency Certificate issued by the Bankers.(Attach copy)	,			
09	Number of Work force under the Company's rolls				
10	Whether, the Service Provider/Bidder have executed similar nature of Contract for supply of work-force in ISRO or any other Central/ State Government Department/Office or PSU/PSE for the last 3 years (Proof should be enclosed)				

TEMPER NO 8022-2021003928 DIRELECTEMPER INVO PART

SL. NO.	PARTICULARS	DETAILS	Page No./Index No. of relevant documents
11	Copy of Income & Expenditure A/c or Profit & Loss A/c and Balance sheet for the last 3 years		
12	Details of their clientele (list to be attached along in the copies of Work Order/Contract) if any		
13	Copy of following to be attached compulsorily a) Registration with Labour Department b) Registration with EPF organization c) Registration with ESI Authorities d) Registration with GST authorities and GST No. (Attach copy of GST Registration Certificate) e) Registration with Income Tax Department f) AADHAR Card		
14	Provide details of the bye-law of your establishment.		
15	Provide details of the Earnest Money Deposit		

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Instruction to Tenderers

1. This is a Two-Part tender i.e. Techno-Commercial (Part-I) and Price Bid (Part-II). Hence all Technical & commercial details shall be furnished in the Techno-Commercial Bid while price shall be indicated only in the Price Bid. If any cost split-up, please include this in the price bid details. The prices are to be mentioned only in the price Bid form attached. Any price split up regarding the item, sub-systems shall be attached.

2.In order to avail the benefits extended by the Govt. of India to the Micro and Small sector Vendors are requested to submit along with their offers-attested copy of valid EM Part II signed by the General Manager, District Industries Centre.

- 3. Foreign vendors are not permitted to quote. Only Class I and Class II local suppliers as per Make in India Policy are eligible to participate in the in the bid. [Wherever in this Tender Document, the condition/stipulation mentioned regarding foreign vendor/agent are not applicable to this tender as only Class I and II Local Supplier are allowed to participate in the tender.
- 4. The percentage of local content should be specifically mentioned in the offer, without which it will be summarily rejected
- 5. Preference will be given to Class I local supplier and in their absence, Class II local supplier will be considered.
- 6. 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. 5,00,000/- (Rupees Five Lakh Only) drawn in favour of Accounts Officer, Centre Accounts, VSSC-Trivandrum payable at State Bank of India, Thumba Branch. 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.
- 7. 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.
- 8. 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.
- 9. 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.

FENDER NO 3027-2021-003928-01-00-80-0 TENDER TORO PART.

- 10. Security Deposit: Security deposit shall be submitted for 3% of the annual contract value for satisfactory execution of the purchase order and should be valid through out the contract period. The security deposit shall be submitted either by Bank Guarantee or Fixed Deposit receipt from a scheduled Bank in Non--Judicial Stamp Paper (Rs. 200/-) valid for a period of 60 days beyond the date of the delivery period executed in the purchase order.
- 11. Make/Model should be specifically mentioned in your offer. Authorized Dealership Certificate should be sent along with your offer wherever applicable.
- 12. Detailed Tech. details/Catalogue/Data sheets should be sent along with your quotation, without fail.
- 13. Confirm acceptance of our standard payment term"100% within 30 days on receipt and acceptance of item at our site and on submission of PBG".
- 14. Confirm minimum 90 days offer validity from the date of tender opening, without which offer will not be considered.
- 15. Warranty should be provided for the items after the acceptance of items at our site.
- 16. Delivery & LD Clause: The delivery date mutually agreed and stipulated in the order is the essence of the contract. In case of delay in supplying the items, Liquidated Damages @ 0.5% of the order value per week subject to a maximum of 10% of the order value for the delayed period will be deducted from your bill. Please quote a realistic delivery Period.
- 17. Performance Bank Guarantee: In case of an Order, PBG for 3% of the total order value, issued by a Nationalized/Scheduled Indian Bank valid 2 months beyond the completion of warranty period shall be provided by you.
- 18. In case of regret, send us a letter to that effect
- 19. Fax and e-mail quotations will not be considered please send your quotations well in advance by speed post and should reach us before the due date & time Department will not be responsible for any postal delay.
- 20. Clauses at Sl.No.6, 7&8 are mandatory and cannot be waived. Quotations which do not comply with the above requirements will be treated as invalid.
- 21. The enclosed Terms & Conditions also form part of this tender.
- 22. If any of the bidders submit any forged or false documents along with the tender such tenders will be summarily rejected and such bidders will be blacklisted for all future tenders.
- 23. All Tax invoices issued by suppliers/service providers on or after July 01,2017 shall invariably bear their GST Registration No. (GSTIN) and the applicable GST rates. In the absence of which, the invoices shall not be processed for payment.
- 24. VSSC is eligible for reduced rate of IGST as per Notification No. 45/2017 &47/2017 Integrated Tax (Rate) dtd. 14/11/2017. Applicable rate of IGST is 5%, Necessary Exemption Certificate will be provided. Please raise your invoice accordingly availing exemption. [VSSC GST IN 32AAAGV0026J1ZL].

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

क्रय एवं भंडार

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GOVERNMENT OF INDIA
DEPARTMENT OF SPACE (DOS)
VIKRAM SARABHAI SPACE CENTRE
THIRUVANANTHAPURAM 695022
PURCHASE UNIT-I,MAIN PURCHASE,RFF AREA

Ph No. 0471-2563139,3676,3522,3523 Fax. 0471-2705092 / 2562065 e-mail :spso_psd@vssc.gov.in

निविदा आमंत्रण INVITATION TO TENDER

मैसर्स M/s

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हमारी संदर्भ सं

Our Ref. No.

8052 2021-005383-01

निविदा अंतिम तिथि Tender Due at

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. ANNEXURE III)

क्र.सं.	विनिर्देशों सहित मद का विवरण	ड़काई	मात्रा
SI. No.	Description of items with Specifications	Unit	Quantity
1	RATE CONTRACT FOR CUSTOMS CLEARANCE FOR A PERIOD OF 2 YEARS.	Years	. 2

सुपूर्दगी स्थल

Delivery At

VSSC, TRIVANDRUM

प्रेषण की विधि

Mode of Despatch

ON SITE

शल्क छट

Duty Exemptions

विशेष अनुदेश

Special Instructions NIL

विशेष निबंधन

Specific Terms

ANNEXURE III

निविदाकारों को अनुदेश Instructions to Tenderers

- (1) Bidders are requested to submit completely filled Annexure I and II after affixing Company seal and sign.
- (2) Annexure III shall also be send back after affixing sign and seal on all pages conveying acceptance of all Terms and Conditions.

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भारत के राष्ट्रपति के लिए एवं ओर से For and on behalf of the President of India क्रेता / The Purchaser

GOVERNMENT OF INDIA

DEPARTMENT OF SPACE

VIKRAM SARABHAI SPACE CENTRE

THIRUVANANTHAPURAM - 695 022

ADVT.	NO.	VSSC/P	/ADVT	/	DT	_
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For & on behalf of the President of India, the Sr. Head Purchase & Stores, Vikram Sarabhai Space Centre (VSSC), Thiruvananthapuram invites Sealed Tender:-

SI. No.	Tender No.	Description	Qty
01.	8052-2019-5383 [SINGLE PART]	Rate Contract for Customs Clearance of Import Consignments and Documentation related to Export of Consignment at Airports/Seaports at Trivandrum/Kochi/Chennai/Bengaluru for a period of two years.	2 years
	Note :- Specification and detailed terms & conditions as per Tender do		ıment

Tender Fee	Rs.560/- (inclusive of GST)
Last Date for issue of Tender Forms	
Due Date for Receipt of Tender	
Tenders Opening Date	

<u>www.isro.gov.in</u> /<u>www.vssc.gov.in</u>Tenderdocuments are available on ISRO website <u>www.isro.gov.in</u>/ VSSC website <u>www.vssc.gov.in</u>.

Sd/-

Sr. Head, Purchase & Stores

- 1. Full details and specification of work and general instructions to be followed regarding submission of tenders are indicated in the tender documents
- 2. Tender Documents can be downloaded from our website
- 3. Tender Fee of Rs. 560/- (Rupees Five Hundred and Sixty Only) 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, Centre Accounts, VSSC payable at State Bank of India, Thumba Branch, Thiruvananthapuram 695 022. [The tender fee is NON-REFUNDABLE]. The tender fee is inclusive of 12% GST.
 - Government Departments, PSUs (both Central and State), MSEs and foreign vendors are exempted from submission of tender fee. Bidders under the above category desirous of exemption from payment of tender fee should attach necessary documentary evidence without which the offer will not be considered.
- 4. In order to avail the benefits extended by the Govt. of India to the Micro and Small sector Vendors are requested to submit along with their offers-attested copy of valid EM Part II / Udhyog Aadhar.
- 5. While submitting your offer, the envelope shall be clearly superscribed with Tender No. and Due Date and to be sent to the following address.
 - Sr. Purchase & Stores Officer, Purchase Unit-I, Main Purchase, RFF Area, VSSC, ISRO Post, Thiruvananthapuram 695 022, Ph : 0471-2563139/ 2563523
- 6. Quotations received after the Due Date/Time will not be considered.
- 7. VSSC, Thiruvananthapuram is not responsible for any postal delay/loss of documents in transit.
- 8. Sr. Head, Purchase & Stores, VSSC, Thiruvananthapuram reserves the right to accept or reject any / or all the tenders in part or full.
- If any of the bidders submit any forged or false documents along with the tender, such tenders will be summarily rejected and such bidders will be blacklisted for all future tenders.

Annexure-I

'SCHEDULE OF CHARGES'

I FOR THE REQUIRMENT OF VARIOUS UNITS OF ISRO LOCATED AT THUMBA, VATTIYOORKAVU & VALIAMALA AND MAHENDRAGIRI (Details of Purchase Units as per Clause 1 of note below)

SL.No.	Details of the work	All-Inclusive Charges for Delivery at respective Cargo Complex in Rs.
1.	Clearance of Bill of Entry at Trivandrum	
i	Airport (irrespective of Number of Parcels)	
2.	Clearance of Bill of Entry at Kochi Seaport	
	(irrespective of Number of Parcels)	
3.	Clearance of Bill of Entry at Kochi Airport	
	(irrespective of Number of Parcels)	
4.	Clearance of Bill of Entry at Chennai Airport	
	(irrespective of Number of Parcels)	
5.	Clearance of Bill of Entry at Chennai	
	Seaport (irrespective of Number of Parcels)	
6.	Clearance of Bill of Entry at Bengaluru	
	Airport (irrespective of Number of Parcels)	

Note:- Scope of Work

1. The work involves Customs clearance of consignments as well as documentation for export of consignment pertaining to the following Purchase Unit of VSSC /LPSC/IIST/IPRC.

Purchase Unit-I (CENTRAL PURCHASE, THUMBA)

Purchase Unit-II (AVN PURCHASE, THUMBA)

Purchase Unit-III (PCM/SPRE/ASOE PURCHASE THUMBA)

Purchase Unit- IV (MVIT PURCHASE, VALIAMALA)

Purchase Unit- V (MME PURCHASE, THUMBA)

Purchase Unit-VI (CMSE PURCHASE, VATTIYOORKAVU)

Purchase Unit-VII (IISU PURCHASE, VATTIYOORKAVU)

LPSC Purchase, VALIAMALA

IIST Purchase, Valiamala

IPRC PURCHASE, MAHENDRAGIRI, TIRUNELVELI

2. The consignment pertaining to VSSC, Thumba irrespective of weight will be collected from the Cargo Complex / your go-down by our Central Stores periodically upon your written intimation to the Purchase and Stores when the consignment is cleared. The loading charges payable if any, will be paid by VSSC.

II. <u>FOR THE REQUIRMENT OF IISU/CMSE/REPLACE, VATTIYOORKAVU, LPSC/MVIT, VALIAMALA, IIST, VALIAMALA AND IPRC, MAHENDRAGIRI.</u>

			In Rupees	
SI.	Slab for Transportation	1	2	3
No.	[Total Charged weight as	IISU/CMSE,	LPSC/MVIT &	IPRC/
	per Delivery Report]	Vattiyoorkavu [*]	IIST, Valiamala	Mahendragiri
1.0	Up to 250kg			
2.1	251 kg to 1000 kg			
2.2	1,001 kg to 2,000 kg			
2.3	Above 2,000 kg			

[*] For CMSE/IISU Vattiyoorkavu, transportation is to be arranged for individual shipment weighing up to 100 kg [against a single Bill of Entry] and consignment weighing more than 100 kg will be collected by the Purchase and Stores Officer, CMSE/IISU. However, if the Department is unable to arrange vehicle due to any reasons, the consignment should be transported and the transportation charges as per the appropriate slab will be paid. In such case, the unloading will be arranged by CMSE/IISU.

The Transportation Charges quoted against 'Schedule of Charges II' should be inclusive of unloading charges at Cargo Complex in case of export cargo. In case of import cargo, the rate should be inclusive of loading charge at Cargo Complex and unloading will be arranged by the respective Stores except consignment pertaining to VSSC, Thumba and individual consignments weighing more than 100 kg in respect of consignment pertaining to CMSE/IISU, Vattiyoorkavu.

The consignment cleared on each day should be transported to the respective areas. The details of consignments transported should be mentioned on the Delivery Report with relevant details and the contractor should make use of appropriate class of vehicle(s) according to the volume/weight. The Original Copy of the Delivery Report with the acknowledgment obtained from the concerned Purchase and Stores Officer should be submitted to the concerned Accounts Department along with your Bill for claiming payment. A copy of the Delivery Report should be invariably forwarded to the concerned Purchase Unit as well as Central Purchase.

III. FOR THE REQUIREMENT OF VSSC, THUMBA, IISU/CMSE, VATTIYOORKAVU, LPSC/MVIT, VALIAMALA, IIST, TRIVANDRUM AND IPRC, MAHENDRAGIRI.

1.0	Charges	for	Export	documentation	per	
	Consignment in Rs.					
	[irrespect	ive of	Number	of Parcels]		

Note:-

General Note:-

- (1) All the charges shall be firm and fixed for the entire period of the contract.
- (2) Consignment shall be customs cleared by the Contractor and intimated to the respective Purchase/Stores Units of VSSC/IISU/CMSE) wherever collection is to be arranged by the Stores. The payment of loading charges at the Cargo Complex shall be done by the concerned Stores Unit wherever the transportation is done in the Department Vehicle. Unloading of consignments at CMSE/IISU, Vattiyoorkavu, MVIT/LPSC, Valiamala, IIST, Trivandrum& IPRC, Mahendragiri Stores shall be arranged by the Department.
- (3) For each Bill of Entry, GST as applicable at the time of billing shall be paid extra.
- (4) Charges payable as per Notifications issued by the Central Board of Indirect Taxes & Customs (CBIC) from time to time shall be paid extra against documentary proof.

ANNEXURE-II

QUESTIONNAIRE

Sl.No.	Description	Remarks
1.	Name & Address of the Company	
	W II I O	
2.	Valid Customs Clearance License No. and	
	Expiry date of License (Photostat copy of	
3.	the License at all places to be enclosed) Status of the Company [Proprietary /	
Э.	Partnership / Private Ltd./ Public	
	Ltd./LLP]	
4.	Name & Address of the	
••	Proprietary/Partners/Directors	
	, , , , ,	
5.	Date of the Establishment of the firm	
6.	Whether the agency have an office near	
	to Trivandrum/Kochi/Chennai/Bengaluru	
	Airport/Air Cargo Complex with	
	Telephone/ Fax facility. The details to be	
	furnished.	
7.	The Agency should have undertaken	
	Customs Clearance Contract of any Central / State Government or Public-	
	Sector Undertaking during the last 5	
	years preceding the tender date. Details	
	to be furnished.	
8.	State the Name and Address of the	
	Government/PSU/PSE Organizations for	
	whom you are presently performing as	
	CHA.	
9.	There should not be any instance of	
	termination of the Contract with you by	
	any Central / State Government or Public	
	Sector Undertaking due to lack of	
	performance. An undertaking to this effect to be submitted.	
10.	Please submit copy of latest Income tax	
10.	return filed.	
	· · · · - - · ·	
11.	Name of the CHA and Licence No.	
	;	

Signature:	
Designation:	
Name &Address:	•

TERMS AND CONDITIONS

1.0 Period of Contract: -

The Contract shall be valid initially for two years which shall be extendable for more years based on satisfactory performance. The documents handed over to you even on the last day of the contract shall be accepted and consignment got cleared. VSSC however, reserves the right to terminate the contract at any time, by giving one month's notice in writing and the Clearing Agents shall not be entitled to any compensation by reason of such termination.

2.0 Scope: -

The Clearing Agent shall handle Customs Clearance of imports and to comply with all formalities for exports of consignment pertaining to various Purchase Units of VSSC, THUMBA / VATTIYOORKAVU & VALIAMALA, IISU, VATTIYOORKAVU, LPSC, VALIAMALA, IIST, TRIVANDRUM AND IPRC, MAHENDRAGIRI. The Clearing Agent shall perform all such auxiliary and incidental services and operations as may be necessary in the course of performing the contract.

3.0 Acts and Rules: - The Clearing Agent should be fully conversant with the relevant provision of the Carriage of Goods by Air Act, Carriage by Sea Act, the Customs Act and other Act/Rule, Procedure etc., as are prevailing at the port for effecting clearance and other rules and regulations as well as Customs of Airport/Seaport and take such steps to ensure that the government's interest are fully protected in the clearance of cargoes entrusted to them. The Clearing Agent shall be required to perform all the duties, which are bound to do under the Customs Act, Port Rules and Procedures as amended from time to time.

4.0 Volume of Work: -

No guarantee can be given as to any definite volume of work, which will be entrusted to the Clearing Agent at any time, or throughout the period of the contract. The Clearing Agent shall handle all works entrusted to them. Refusal or inability to handle all or any such work allocated shall be deemed to be breach of contract and VSSC at its option shallget the work done by other agency(ies)solely at the risk and cost of the Clearing Agents.

5.0 Working Hours: -

The Clearing Agents shall be responsible for performing all or any of the services detailed, if any, arising out of the operation of the contract, round the clock and throughout the period of contract without any additional remuneration or wherever so required by VSSC/LPSC/IISU/IIST/CMSE. For the purpose of operation of contract, only the holidays as observed by the Port and Customs Authorities shall be recognized as closed holidays of the Clearing Agents and all other holidays declared by the Clearing Agent on their own shall not be recognized.

6.0 <u>Parallel Contract:</u> - VSSC/IISU/LPSC/IIST/IPRC reserves the right [1] of placing clearance contract simultaneously at any time during its currency with one or more agency/ (ies) [2] of appointing any other Clearing Agent for any service referred to in the Contract to meet an emergency. The mere mention of any item of work in this Contract does not by itself,

confer a right on the Clearing Agent to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. VSSC/ IISU/ LPSC/ IIST/ IPRC reserves full discretion to allocate work among other Clearing Agents.

7.0 Instruction of Work, Liaison etc: -

- 7.1 The Clearing Agents shall maintain close liaison with all Purchase/Stores Units of VSSC/LPSC/IISU/IIST/IPRC/ and other agencies at the port and carry out the work entrusted to them with full sense of responsibility and to the best interest of VSSC/LPSC/IISU/IIST/IPRC.
- 7.2 The Clearing Agents shall invariably attend/ approach Consignees / Suppliers/ Local Agents/ Carrier Agents/ Cargo Consolidation Agencies and / or any other authority [ies], as and when required, for collection of documents/ data/ particulars necessary for processing Bill of Entry and for the purpose of clearance/shipment of cargoes.
- 8.0 Duties & Responsibilities of the Clearing Agents: -
- 8.1 **IMPORTS:** -
- 8.1.1 Clearance Instruction: -
- 8.1.1.1 Clearance instructions shall be issued by the respective Purchase Units of VSSC/IISU/LPSC/IIST/IPRC by giving particulars of the cargoes to be cleared, name of Carriers and place of delivery of dispatch along with their relevant shipping documents wherever available. As a matter of routine, Clearing Agents shall arrange collection of such instructions/documents from Purchase Units of VSSC/IISU/LPSC/IIST/IPRC.
- 8.1.1.2 Documents in respect of consignments pertaining to MVIT/LPSC, Valiamala, shall be collected from MVIT, Valiamala, LPSC, Valiamala and IIST, Valiamala directly. Similarly, in respect of consignments pertaining to IISU/CMSE, Vattiyoorkavu, the documents shall be collected from IISU/CMSE, Vattiyoorkavu directly. The Contractor shall hand over the acknowledged copy of Delivery Report received from concerned Stores after delivery of consignments to the respective Purchase Units and copy should be invariably forwarded to Central Stores also.
- 8.1.1.3 Documents in respect of consignments pertaining to LPSC, Valiamala, IIST, Valiamala, IPRCMahendragiri, the documents/ instructions, shall be sent to the Contractor by Speed Post/ Courier Service. However, when the clearing agents' representative visit LPSC, Valiamala/IIST, Valiamala/ IPRC, Mahendragiri and for delivering the cargoes cleared, they shall collect the documents for customs clearances.
- 8.1.1.4 The consignment cleared during the week should be delivered to the concerned Stores on daily basis.
- 8.1.1.5 Emergent consignment, if any, shall be delivered immediately on getting telephonic/fax information.
- 8.1.1.6 Loading / Unloading of heavy consignment at Cargo Complex using forklifts, the hire charges for the same shall be borne by the Department as per the tariff of KSIE or other Warehouse Agencies on production of necessary receipt.

8.1.2 Clearance Time: -

On receipt of the instructions, the Clearing Agents shall immediately prepare the necessary papers for presenting to the Air/Sea Customs, Carriers, Agents or other authorities concerned and arrange to obtain delivery of the consignments/cargoes. If the documents received are insufficient, they shall arrange to present Indemnity Bonds or Guarantees or such other documents that may be required for immediate clearance. The Clearing Agents will have to take all adequate steps for obtaining delivery of the cargoes at the earliest time possible. In any case, the consignment shall be got cleared within FIVE working days from the date of receipt of complete documents.

(A) DWELL TIME :-

The Customs have notified that "**Dwell Time**" is the measure of the time elapsed from the time the cargo arrives in the port to the time the goods leave the port premises after all permits and clearances have been obtained.

The methodology adopted every month by Customs for calculation of the "**Dwell Time**" is as follows:

- a) The average time taken from the time of arrival of cargo to the customs out of charge is calculated on the basis of Arithmetic Mean.
- b) Dwell time assessment is done separately for Green channel (Facilitated) and Red Channel (Non-facilitated) cargo. For this purpose, cargo which is not subjected to Customs examination is considered as Green Channel cargo. For the purpose of dwell time analysis, the cargo that has arrived during a calendar month (i.e. based on date of entry inward) is considered.
- c) For the purpose of the analysis, ex-Bond BEs and outlier cases of consignments held from clearance for more than 30 days due to non-compliance issues, court matters etc., are excluded.
- d) For ICDs, the Cargo Arrival Time at the ICD is considered as the Arrival Time. For BEs filed in advance i.e., under provision 3 to section 46 of Customs Act 1962, the time of arrival of cargo is considered as the time of submission.

(B) FILING OF BILL OF ENTRY:-

The time limit for the filing of Bill of Entry is 24 hours from the date of filing of the IGM. After filing the Bill of Entry, the Customs Duty is to be assessed and you shall intimate the duty payable cases to VSSC/IISU/LPSC/IIST/IPRC and payment of the Customs Duty will be made by the Department through ICEGATE. After payment of Customs Duty, "out of charge" shall be issued by Customs and cargo will be released.

In case of heavy/over-dimensional consignments and where freight is to be paid to our Air Cargo Consolidation Agent viz., M/s. Balmer Lawrie & Co., upon intimation from them, Delivery Order will be issued by M/s. Balmer Lawrie & Co. only after such payment.

In case of High Sea Sales transactions, you shall follow-up promptly for getting the release order. Any delay from the freight forwarder/carrier shall be notified promptly and well documented. Where the warehouse charges are getting accrued due to delay in getting Release Order from the Freight Forwarder/Carrier, the same shall be properly supported by documentary evidence lest the warehouse charges beyond the normal period of 3 days will be to your account.

8.1.3 Checking the Consignment: -

The Clearing Agents shall watch and safeguard the Government interest during the discharge of the Government Cargo from the possession off by the ground handling agency. The Clearing Agents shall carefully check each consignment of VSSC/LPSC/IISU/IIST/IPRC and shortage/damages if any, notified by the cargo complex/carrier, within the prescribed statutory time limits and obtain shortage certificates, etc.

8.1.4 Damaged Cargo: -

If the cargoes are landed in damaged condition, the Clearing Agent shall immediately obtain Survey Reports from the International Airport Authorities of India Ltd., or Cargo Agents, as the case may be, within the statutory time limit prescribed for the survey. As Government cargoes are not usually insured, the Survey Reports are required for lodging claims and obtaining compensation from parties responsible for compensating the damages/losses. Hence, the Clearing Agents shall take care to ensure that the responsibility for the loss is not repudiated at a later stage by the Carriers or the Port authorities on account of time bar.

8.1.5 Tracing of Cargo: -

Where cargoes are not traceable, appropriate action should be taken to issue on the Airport Authority 'NOT FOUND' Notice within the statutory period. The Cargo Agent should also be notified simultaneously. If they are found later, in damaged condition of contract, then the Clearing Agents should employ cargo tracers, at their own cost, in cases where they themselves are unable to locate these within a week.

8.1.6 **Insurance Survey**: -

Where the consignment is insured, insurance survey should also be arranged apart from the Airport/Seaport Authority's and or Carriers Agents Survey.

8.1.7 Follow-up of Claims: -

The Clearing Agents will have to pursue all items of claims such as refund claims, short-landing, damages etc. with the Airport/Seaport Authorities, Survey Authorities, Carrier's Agents, Customs Authorities, etc., even after filing of Bill of Entry, till the same is settled.

8.1.8 Prevention of Losses/Damages: -

The Clearing Agents shall take all steps to prevent loss and damage to goods received by them on behalf of the Government for handling clearance and dispatch. It is incumbent on them to examine carefully all packages and be present whenever open examination or orders are conducted and whenever they notice any damage or loss of goods, they shall promptly lodge a formal claim for loss or damage. The Clearing Agents shall have to make good to VSSC/IISU/LPSC/IIST/IPRC any loss due to negligence on their part or failure to take the above action or exercise proper diligence and economy in clearance, handling and despatch of the goods.

8.2 EXPORTS: -

8.2.1 Export Instructions: -

Export instruction with available details of cargoes shall be issued to clearing agents by respective Purchase Units of VSSC/LPSC/IISU/IIST/IPRC. The Clearing Agents shall be required to take delivery of cargoes meant for export from VSSC/LPSC/IISU/IIST/IPRC; and take them to the transit point. They shall complete all formalities with Customs / Airport/Seaport etc., necessary for export and effect shipment. In respect of the consignments pertaining to VSSC for export, the same shall be delivered to you by the Department.

8.2.2 Information to Consignee: -

The Clearing Agent shall send advance intimation to the overseas freight forwarder, consignee and as soon as shipment is effected and the Air Way Bill/Bill of Lading as well as other documents that are required for obtaining delivery at the port of destination is forwarded to the overseas freight forwarder/consignee in time.

8.2.3 Losses / Damages: -

The Clearing Agents will be responsible for all losses or damages to stores, direct and consequential, from the time they have received from VSSC/LPSC/IISU/IIST/IPRC, till they put on airlines.

9.0 **Import Operations:**-

The import operation will include the whole process of collection of documents from respective Purchase Units, paper works at Customs, obtaining and furnishing required information/documents from VSSC/LPSC/IISU/IIST/IPRC to Customs and allied agencies, handling and clearing all cargoes irrespective of weight from the Airport/Seaport up to delivery to MVIT / LPSC Stores at Valiamala, IIST,IPRC Stores, Mahendragiri and in case of CMSE / IISU Stores, Vattiyoorkavu consignment weighing less than 100 kg. Where cargoes are removed to the Clearing Agents own godown, with the approval of VSSC/LPSC/IISU/IIST/IPRC, the Clearing Agents shall continue to be responsible till the consignment are finally dispatched/delivered to the consignees. In respect of short landing, the Clearing Agent shall be responsible till the Short Landing Certificates are obtained from the Airport/Seaport Authorities and submitted to the respective Purchase Units.

9.1 Finalization of Bill of Entry: -

The Clearing Agents shall be fully responsible for the finalization of the Bill of Entry from the time they are filed with the Customs and any hold up for want of documents etc. should be promptly brought to the notice of the VSSC/LPSC/IISU/IIST/IPRC. The Clearing Agent shall maintain close day-to-day liaison with VSSC/LPSC/IISU/IIST/IPRC, with regards to the processing of the Bills of Entry and any difficulty experienced by them, shall be immediately brought to the notice of the respective Purchase Units. The Clearing Agents

shall be responsible for any delay on their part without valid ground in submission/processing of bill of entry at Customs House.

9.2 Technical write-up: -

During the processing of Bill of Entry, if at any stage, Customs need any clarifications on the technical write-up provided by VSSC/LPSC/IISU/IIST/IPRC and which cannot be settled by the Clearing Agents and need further clarifications or the presence of a representative from VSSC/LPSC/IISU/IIST/IPRC, the Clearing Agents shall intimate by email/telephone on the need for such requirement to the concerned Officer/Unit, who had forwarded the clearance documents for processing.

9.3 Maintenance of Records, Submission of Statement, returns: -

The Clearing Agents shall maintain the following registers and or other registers according to the instructions of the VSSC/LPSC/IISU/IIST/IPRC from time to time.

- a. A register giving full particulars of cargoes entrusted for clearance, cleared and disposed.
- b. A separate register for VSSC/LPSC/IISU/IIST/IPRC giving full particulars of cargoes entrusted for exports.
- c. A separate register for VSSC/LPSC/IISU/IIST/IPRC for all Bills of Entry filed by them Cargo-wise
- d. A separate refund register for VSSC/LPSC/IISU/IIST/IPRC for refund of customs duty paid in excess and for drawback of customs duty of exports
- e. A separate register for VSSC/LPSC/IISU/IIST/IPRC for warehouse rent paid by the Contractor
- f. A separate monthly statement showing the details of Bill of Entry pending finalization should be submitted to the VSSC/LPSC/IISU/IIST/IPRC on the 10th of every month duly furnishing the reasons for the delay
- g. A separate quarterly statement showing details of airfreight charges, consignment wise, occurred to VSSC/LPSC/IISU/IIST/IPRC.

Separate registers shall be kept for each Purchase Unit of VSSC/LPSC/IISU/IIST/IPRC. The clearing agents shall produce these registers for inspection by the VSSC/LPSC/IISU/IIST/IPRC, as and when required, and shall submit all statements as per instructionsfromVSSC/LPSC/IISU/IIST/IPRC for inspection.

9.4 Focal Points: -

Focal Points for the contract are as follow:

Sl. No .	Focal Points	Area
1	Central Purchase	PSD Building, Thumba
2	AVN Purchase	Thumba
3	MVIT Purchase	Valiamala, Near Nedumangad
4	MME Purchase	PSD Building, Thumba
5	SPRE/PCM/ASOE Purchase	PSD Building, Thumba
6	IISU Purchase	Vattiyoorkavu
7	CMSE Purchase	Vattiyoorkavu

8	LPSC Purchase	Valiamala, Near Nedumangad
9	IPRC Purchase	TS Building, Mahendragiri
10	Central Stores	PSD Building, Thumba
11	MVIT Stores	Valiamala, Near Nedumangad
12	MME Stores	Thumba
13	SPRE/PCM/ASOE/ICF Stores	TERLS Area Thumba
14	IISU Stores	Vattiyoorkavu
15	CMSE Stores	Vattiyoorkavu
16	LPSC Stores, Valiamala	Valliamala, Near Nedumangad
17	IPRC Stores, Mahendragiri	TS Building, Mahendragiri, Tamil Nadu
18	AVN Stores	Main Building, Veli Hills

9.5 Log Book: -

A log book will be maintained by the respective Focal Points for effective recording of the movement / call of Clearing Agents personnel. Clearing Agents shall depute their personnel as per contractual obligation at least once in a working day between 9.30 AM and 5.00 PM, to call on at all focal points.

9.6 Collection and Delivery of Documents/Cargoes: -

- 9.6.1 Personnel so authorized by the Clearing Agents shall call on at identified Focal Points at VSSC/LPSC/IISU/IIST/IPRC to deliver Air Cargo Arrival Notices, relevant documents required for clearance as well as to deliver documents after clearance including their bills etc. and obtain acknowledgement thereof.
- 9.6.2 Similarly, Clearing Agents personnel visiting VSSC/LPSC/IISU/IIST/IPRC, as aforesaid, shall collect all relevant documents including cheques towards payment for customs clearance of cargoes as well as payments due to them and acknowledgment receipt thereof.

9.6.3 Safe Handling and Custody of Cargoes: -

The Clearing Agents will be responsible for all losses or damages due to any cause whatsoever from the time they received the cargoes and during the period it is held by them till the time, the cargo is delivered to the consignee as the case may be. The Clearing Agents, in any case, shall continue to be responsible for final despatch/delivery of consignments held at their go-down in accordance with the instructions issued by VSSC/LPSC/IISU/IIST/IPRC.

9.6.4 Delivery of Cargoes: -

Clearing Agents personnel shall be present at the time of delivery of the cleared cargo at respective Stores or any other identified location and shall take acknowledgement from the concerned.

9.6.5 Collection by VSSC/LPSC/IISU/IIST/IPRC: -

To meet emergent requirements, from Airport /Airport or Seaport Godown of Clearing Agents immediately after clearance. In such an event, Clearing Agents shall render assistance to load the cargo by means of transport provided by VSSC/LPSC/IISU/IIST/IPRC.

9.7 Temporary Storage: -

In all such cases, where the Clearing Agents are unable to despatch the consignments immediately after the clearance to the ultimate consignee from their Cargo Complex, such consignments shall be kept by the clearing agents in their go-down at their risk and cost

and shall be sent to the consignee within two working days. Where storage period of cleared cargo in go-down of the Clearing Agents exceeds 2 days, the reasons thereof shall be intimated VSSC/LPSC/IISU/IIST/IPRC.

9.8 Comprehensive Insurance: -

The Clearing Agents shall arrange a valid comprehensive All RiskInsurance Policy at their cost in respect of the cargoes which will be in their custody or lying in their go-down from time to time as well as vehicles and such other means of transport employed by them for delivery of the cargoes. The go-down should be made available for inspection from time to time by VSSC/LPSC/IISU/IIST/IPRC and the Clearing Agents will be responsible for all losses/damages arising from whatsoever causes to the storage while in their custody as well as during transportation done by them till its ultimate delivery to the respective Stores. // The value of the All Risk Insurance Policy is to be decided//

9.9 <u>Liabilities for loss/damages/demurrages etc.</u> -

- 9.9.1 The Clearing Agents shall abide by all the instructions that may be given to them from time to time by VSSC/LPSC/IISU/IIST/IPRC. They will always be found to act with diligence and to use skill and to make compensation to the Government in consequence of the neglect, want of skill or misconduct of themselves or their servant's and agents.
- 9.9.2 If and when expenses such as Customs Duty, Airport Charges, Demurrages etc., are incurred or losses to stores or losses of claims for compensation from Carriers or insurance company or other authority are occasioned on accounts of Clearing Agents negligence or failure to exercise all care, diligence and economy, the Clearing Agents shall reimburse to VSSC/LPSC/IISU/IIST/IPRC either whole or any part of such expenses, as the case may be. Otherwise, the amount will be recovered from the amount due to the Clearing Agents on account of handling, transport charges etc. The assessment of losses and the amount to be recovered shall be determined by VSSC/LPSC/IISU/IIST/IPRC and shall be binding on the Clearing Agents.

10.0 Payment to the Clearing Agent:-

Charges for Customs Clearance per bill of entry and other charges will be paid after customs clearance, within 30 days from the date of receipt of their bill with supporting vouchers provided the same are in order.

11.0 Submission of Bills for Payment :-

Bills in duplicate for work done shall be submitted by the Clearing Agents direct to the respective Account Officer along with relevant Vouchers and Exchange Control Copy of the Bill of Entry. Triplicate Copy of the Bill together with justification for delay in clearance, if any and triplicate copy of the Bills of Entry should be send to the respective Purchase Units simultaneously. In the absence of supporting vouchers for petty amounts, the items of expenditure certified by the Clearing Agents as actually incurred will be accepted. VSSC/LPSC/IISU/IIST/IPRC will have the right to check through authorized officer, any such vouchers or certified statement of expenditure with reference to the Clearing Agent's book and records. If any item of direct expenditure is considered unreasonable and quite out of proportion to the services rendered, the same will be disallowed and the decision of the VSSC/LPSC/IISU/IIST/IPRC will be final and binding on the Clearing Agents. In case on any dispute whether any expenditure comes under direct expenditure or otherwise,

the decision of the VSSC/LPSC/IISU/IIST/IPRC shall be final and binding on Clearing Agent's against which no appeal shall lie.

11.1 Payment of landing and all other Airport/SeaportCharges: -

The Clearing Agents shall pay landing and all other Airport/Seaport charges to the Airport/Seaport Authorities before the clearance of the cargo. The Clearing Agent shall then claim the amount so paid in their bills duly supported by the receipt issued by the authorities concerned.

11.2 Payment of Warehouse Rent/Demurrage: -

Warehouse rent up to **Rs.10,000/-(Rupees Ten Thousand Only)** per consignment shall be paid by the Clearing Agent initially and the same will be reimbursed by the VSSC/LPSC/IISU/IIST/IPRC against their bill and supporting vouchers. Wherever demurrages etc. are incurred should be furnished immediately after the clearance of cargoes in specified format.

12.0 Security Deposit and its Forfeiture: -

- 12.1 On acceptance of the contract, the Clearing Agents will have to deposit an interest free security deposit of Rs. 2,00,000/- [Rupees Two Lakhs only] in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee which will be refunded after due performance of this Contract or shall be adjusted/forfeited against any dues.
- 12.2 The Security Deposit is liable to be forfeited or appropriated towards any loss that may be sustained by VSSC/LPSC/IISU/IIST/IPRC as a result of breach of any of the terms and conditions of the Contract or where Clearing Agents have been found responsible for any loss occurred due to their negligence. The Security Deposit will be returned on due and satisfactory performance of the work and on completion of all obligations by the Clearing Agents under the contract terms.
- 12.3 In the event of any breach of any of the terms and conditions of the contract, VSSC/LPSC/IISU/IIST/IPRC, shall have [without prejudice to other rights and remedies], the right to terminate the contract forthwith and/of forfeit the entire of part of amount of Security Deposit towards any sum due or damages, losses, charges, expenses, or costs that may be suffered or incurred by VSSC/LPSC/IISU/IIST/IPRC due to the Clearing Agents negligence or unsatisfactory performance of any service under the contract.
- 12.4 The decision of the VSSC/LPSC/IISU/IIST/IPRC in respect of such damages, losses, charges, costs or expenses shall be final and binding on the Clearing Agents.
- 12.5 In the event of the security being insufficient or in the event of security had been wholly forfeited, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due or which at any time may become due to the clearing Agents under these or any other contract with the Government and should the sum also be not sufficient to cover the full amount recoverable, the clearing Agents shall pay to the Government, on demand the remaining balance due. Whenever the security deposits falls

short of the specific amount, the clearing Agents shall make good the deficit, so that the total amount of security shall not at any time be less than he specified amount.

13.0 Summary Termination: -

In the event of clearing agents going into liquidation or winding up their business or making arrangement with their creditors or failure to absorb any of the provision of the contract, VSSC/LPSC/IISU/IIST/IPRC shall have the right to terminate the contract forthwith in addition to and without prejudice to any other rights or remedies. VVSC/LPSC/IISU/IIST/IPRC will also be entitled to claim from the clearing agents any cost or expenses or losses that VSSC/LPSC/IISU/IIST/IPRC, may incur by reasons of the breach of contract or part of the contract.

14.0 Subletting of the Contract: -

The clearing agents shall not sublet, transfer or assign the contract or any part thereof, without the prior written approval of VSSC. The Clearing Agents shall be responsible for the demurrage incurred and/or losses suffered by the Government in case of their failure to abide by the conditions.

15.0 Arbitration: -

In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices 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 Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 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. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be "English" only.

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

16.0 Fall Clause: -

The clearance and transportation charges shall in no event exceed the lowest charges at which you undertake jobs of similar/identical description to any other party during the period of this contract. If at any time, during the said period, you reduce the clearance and transportation charges of such job to any other customers, it shall be forthwith notified to us and the charges payable under the contract for the job done after the date of coming into force of such reduction of servicing charges shall stand correspondingly reduced.

17.0 Payment of freight for Cargoes: -

Clearing Agents will make payment of freight charges up to Rs.5,000/- (Rupees Five Thousand Only) per consignment, as and when they are due for payment against each import/export cargo. The payment thus made for individual consignment on account of freight will be reimbursed. This can be claimed along with the claim for clearance charges.

18.0 Export Operations: -

Operation of export will include the whole process of taking delivery of consignment from the supplier/Contractors go-down at the port and putting the stores alongside the aircraft/ship. The handling and clearance of stores, the temporary storage whenever necessary and subsequent dispatch by aircraft/shipmust not be regarded as separate operation but as a single operation of export. Where stores were wrongly landed at the port or where stores correctly landed at the port are diverted immediately to another port i.e., where stores exported from the warehouse to another port, the operation will be regarded as a single operation of export, and in such cases, the clearing Agents will be regarded to finalize, as far as the port and the Customs Authorities are concerned, the formalities of both import and export, if however, stores are cleared from warehouse in transit go-down and subsequently re-exported under instruction from VSSC, these will be treated as two operations and the Clearing Agents will be paid accordingly. Where stores are shunt-out and are shipped at the next opportunity, completion of formalities involved will not be regarded as a separate operation.

19.0 Payment of Customs Duty: -

The Department will provide the concessional Customs Duty Exemption Certificate and also make the mandatory Customs Duty and IGST payment through ICEGATE online and the items are to be cleared on production of our Customs Duty Exemption Certificate at the time of clearance.

20.0 Penalty / Late filing Fee.

In case of any delay in filing the Bill of Entry after receipt of proper documents from Department, which results in payment of late charges for filing of Bill of Entry, such charges shall be payable by the CHA. Further the CHA will be responsible for verification of the documents provided by the Department for Customs Clearance. In case of any event of the bill of Entry to be filed to be modified the charges if any payable will be recovered by the CHA.

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Countersigned by

Purchase and Stores Officer

EARNEST MONEY DEPOSIT / BID SECURITY:

- 1. Earnest Money Deposit (EMD) or Bid Security is obtained to ensure the earnestness of the vendor in the procurement process. Registered Vendors of VSSC are exempted from furnishing 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. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) drawn in favour of Sr. Accounts Officer, Centre Accounts, VSSC-Trivandrum payable at State Bank of India, Thumba Branch. 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.
- 2. Also, 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.
- 3. 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.
- 4. 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.
- 5. 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.

3. E-Tenders are invited for Supply, Installation, Demonstration and training of 12 Channel Advanced Acoustic Emission(AE) Data acquisition system. The Bids are to be prepared and Templates submitted specified online, by logging into the portal https://eproc.vssc.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 bidders'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.

E-Procurement No. VSSC/PURCHASE UNIT I (MAINPURCHASE)/VS202100178501 Dt. 07.04.2022 and Print Media Advertisement ref. No. VSSC/P/ADVT/327/2022 Dt. 12.04.2022. E-Tenders are invited for <u>Supply, Installation, Demonstration and training of 12 Channel Advanced Acoustic Emission(AE) Data acquisition System.</u> through our E-procurement site https://eproc.vssc.gov.in. Bids can be submitted upto-12.055 Hrs.], Bid Opening date: 28.04.2022 [12:00 Hrs.].

Only online tenders will be accepted. No manual / Postal / e-mail / fax offers will be entertained. No manual tender document will be issued. Parties interested to participate in this e-Tender are required to register themselves as vendors, if not already registered, in our e-procurement portal https://eproc.vssc.gov.in by downloading plugins and help demos listed on the home page of the e-procurement link mentioned above to complete the vendor registration process. They can seek help from help desk 080 6780 7786 also as provided in the home page of e-procurement portal in case of any problem for registration and subsequent process. Vendors may please note that without registering in our e-procurement portal, they will not be able to quote for this e-tender.

Important Notice: Tender shall be opened on the first day of the schedule [ie. 28.04.2022 [12:00 Hrs.]. If the tender could not be opened on the first day due to any technical snag, it will be opened on the subsequent day as per the schedule. Bidders who are desirous of attending the tender opening may make arrangements for attending the tender opening at their cost.

This is a two part tender, Technical & Commercial part (Part I) and Price Part (Part II) shall be submitted separately. The tenderers should not attach any documents containing Price information along with Technical & Commercial Bid (Part I). We do not open PART II (Price Bid), if PART-I (Technical & Commercial offer) does not meet with our technical specification requirements. Cost split up, other price details etc. shall be uploaded as a separate document under COMMERCIAL DOCUMENTS FROM VENDOR tab.

THE TECHNICAL DOCUMENTS NEED TO BE ATTACHED ONLINE AS A SINGLE PDF FILE WITHOUT ANY PRICE INFORMATION, TECHNICAL BID CONTAINING PRICE DETAILS WILL BE TREATED AS REJECTED.

4. E-Tenders are invited for Engagement of private Security at ISRO Staff Quarters. The Bids are to be prepared and submitted in specified Templates online, by logging into the portal https://eproc.vssc.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 bidders'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.

E-Procurement No. VSSC/PURCHASE UNIT I (MAINPURCHASE)/VS202200142401 Dt. 11.04.2022 and Print Media Advertisement ref. No. VSSC/P/ADVT/327/2022 Dt. 12.04.2022. E-Tenders are invited for Engagement of private Security at ISRO Staff Quarters through our E-procurement site https://eproc.vssc.gov.in. Bids can be submitted upto-03.05.2022 [14:00Hrs.], Bid Opening date: 03.05.2022 [15:00 Hrs.].

Only online tenders will be accepted. No manual / Postal / e-mail / fax offers will be entertained. No manual tender document will be issued. Parties interested to participate in this e-Tender are required to register themselves as vendors, if not already registered, in our e-procurement portal https://eproc.vssc.gov.in by downloading plugins and help demos listed on the home page of the e-procurement link mentioned above to complete the vendor registration process. They can seek help from help desk 080 6780 7786 also as provided in the home page of e-procurement portal in case of any problem for registration and subsequent process. Vendors may please note that without registering in our e-procurement portal, they will not be able to quote for this e-tender.

Important Notice: Tender shall be opened on the first day of the schedule [ie. 03.05.2022 [15:00 Hrs.]. If the tender could not be opened on the first day due to any technical snag, it will be opened on the subsequent day as per the schedule. Bidders who are desirous of attending the tender opening may make arrangements for attending the tender opening at their cost.

This is a two part tender, Technical & Commercial part (Part I) and Price Part (Part II) shall be submitted separately. The tenderers should not attach any documents containing Price information along with Technical & Commercial Bid (Part I). We do not open PART II (Price Bid), if PART-I (Technical & Commercial offer) does not meet with our technical specification requirements. Cost split up, other price details etc. shall be uploaded as a separate document under COMMERCIAL DOCUMENTS FROM VENDOR tab.

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