ISAC/PUBLIC TENDER NOTICE NO.12
25.05.2016

On behalf of the President of India, Head, Purchase & Stores, ISRO Satellite Centre [ISAC], HAL Airport Road, Vimanapura Post, Bangalore – 560 017, invites, for the following sealed tenders for supply of the following items from BANGALORE BASED FIRMS ONLY.

Two Part Tender

<table>
<thead>
<tr>
<th>SL NO</th>
<th>TENDER REFERENCE</th>
<th>BRIEF DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>ISCO-2015-0-31341-01</td>
<td>ANNUAL MAINTENANCE SERVICE CONTRACT FOR OPERATION AND MAINTENANCE OF CANTEENS AT ISAC AND ISITE CAMPUS</td>
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<tr>
<td>02</td>
<td>ISCO-2015-0-33010-01</td>
<td>SERVICE CONTRACT FOR PROVIDING REPROGRAPHIC ASSISTANTS AND REPROGRAPHIC SUPERVISOR AT ISAC AND ISITE</td>
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Pre-Bid Meeting : ON 13.06.2016 AT 11.00 A.M. FOR SL.NO.02 & ON 14.06.2016 AT 11.00 A.M. FOR SL.01
Venue : AT PURCHASE CONFERENCE HALL, ISRO SATELLITE CENTRE, HAL AIRPORT ROAD, BANGALORE

SUBMISSION OF TENDER : UPTO 28.06.2016 @ 14.00HRS(IST)
OPENING OF TENDER : ON 28.06.2016 @ 15.00HRS(IST)

Tender documents can be downloaded from www.isro.gov.in. Tender Fees at Rs. 573/- and EMD of Rs.5,00,000 by Demand Draft separately for each case shall be drawn in favour of Accounts officer, ISAC and submitted along with offer. Tenders will be opened in presence of attending Tenderers or their authorized representatives on production of valid AUTHORISATION LETTER.

Head, Purchase & Stores
INSTRUCTIONS TO TENDERERS

1.1 Instructions to Tenderers:

1.1 Bids will not be considered after the due date and time.

1.2 ISRO Satellite Centre [ISAC], Bangalore will not be responsible for non receipt of tender[s]/offer[s]; any postal delays/loss of tender documents in transit and delay due to customs/courier. ISAC reserves the right to accept or reject any of the tender in full or part without assigning any reason thereof. Late/delayed tenders will not be considered.

1.3 Public Tender documents [for manual Tenders] will be hosted shortly on ISRO Web site of www.isro.gov.in. Interested tenderers may, at their option, download the tender documents from website and submit offers along with prescribed Tender Fee (in the form of Bank Draft) as per details mentioned in the Tender Notification. In case of two part tender, the Demand Draft towards Tender Fee should be sent along with Technical Bid only. At the time of opening tender, if the offer does not contain tender fee in the Technical Bid, the same will be treated as incomplete and such offer[s] will be invalid and rejected.

For E-Procurement Public Tenders, please visit our E-procurement web portal https://www.eprocure.isro.gov.in.

1.4 Tender fee shall be payable only in the form of Bank Draft [DD] drawn in favour of Accounts Officer, ISRO Satellite Centre, payable at Bangalore. No other mode of payment for tender fee is acceptable.

1.5 In case of Public Tender/Expression of Interest on E-procurement mode, No Tender Fee shall be applicable.

1.6 Public Tender/Expression of Interest under manual mode where tenderers are using the documents and forms downloaded from the ISRO website, the cost of Tender documents shall be sent by the Tenderer to ISAC in the form of Bank Draft [DD] attached to a forwarding letter in a separate envelope along with the other envelopes containing the quotations. No other mode of tender fee is acceptable.

1.7 Tenderers/Firm’s Name and Tender Number shall be indicated on the reverse side of the Demand Draft/Bank Draft.

1.8 The Demand Draft/Bank Draft for the Tender Fee should not be dated prior to the date of Publication of Public Tender Notification. If the DD or Bank Draft is prior to the date of publication of PT Notification, such offer[s] shall be invalid and will not be considered.

1.9 In case of manual tenders, Tenderers can also procure the Tender Documents from Purchase & Stores Officer, ISRO Satellite Centre, P.B.No.1795, Old Airport Road, Vimanapura Post, Bangalore – 560 017, on all working days between 10.00 Hrs to 16.00 Hrs IST on payment of prescribed Tender Fee by way of Demand Draft/Bank Draft.

1.10 While requesting for manual Tender Documents by post, please do not superscribe Tender Number and Due Date on the envelope. Please indicate “Request for Tender Documents”.

1.11 For manual tenders, if tender opening date happens to be on an unidentified Holiday due to Force Majeure, etc., such tender(s) shall be opened on the next working day.

1.12 For manual tenders, the Tenderers should submit quotations only in a sealed envelope, superscribing the Tender Number and Due Date of opening. The Tender shall be complete in all respects with technical specifications, including pamphlets and catalogues. FAX/E-MAIL QUOTATIONS WILL NOT BE ACCEPTED. AS SUCH THE TENDERER[S] ARE REQUESTED TO SUBMIT THE QUOTATION IN “SEALED COVER ONLY”.

1.13 Prices are required to be quoted according to the units indicated.
All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer wherever necessary.

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

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

Approximate Net and Gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.

Specifications: Stores offered should strictly conform to our Specifications, Deviations, if any, should be clearly indicated by the tenderer in their quotation. The tender should also indicate the Make/Type number of the Stores offered and provide catalogues, technical literature, and samples, wherever necessary along with the quotations. Test Certificate wherever necessary should be forwarded along with Supplies. Whenever options are called for in our Specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate justification for the same.

All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, the amount quoted in words shall prevail over the amount mentioned in figures.

The tenderer should provide along with his tender the name of his Bankers, if required by the Purchaser.

The Purchaser reserves the right to place order on the successful tenderers for additional quantity at the rates quoted or as mutually agreed.

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1.0 Terms and Conditions:

1.1 Definitions:

(a) The term 'Purchaser' shall mean the President of India represented by Director or Head, Purchase and Stores, ISRO Satellite Centre [ISAC], Bengaluru or his successors or assigns.

(b) The term 'Contractor' shall mean the person, firm or company, with whom or with which the Order for the supply of Stores is placed and shall be deemed to include the Contractor's Successors/Representative, Heirs, Executors and Administrators unless excluded by the Contract.

(c) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and condition mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of Stores or plant, machinery or part thereof.

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

2.0 Transparency:

Tenderers are free to ask Purchaser for the Bidding conditions, Process and/or Rejection of bids etc., during the procurement process.

3.0 Free Supply of Public Tender Documents:

One set of tender documents, can be supplied free of cost to Government Departments, Public Sector Undertakings [both Central and State]. Tender documents, can also be supplied free of cost to Foreign sources.

4.0 Implementation of Government Purchase and Price Preference Policy for MSEs:

In order to avail of the benefits extended by Government of India to the Micro and Small Enterprises [MSEs], please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by General Manager, District Industries Center or National Small Industries Corporation [NSIC] Registration Certificate along with your offer. The facilities/benefits will be extended as per orders issued by Ministry of MSME, Government of India, New Delhi or any instructions issued from time to time.

5.0 Purchase Preference to Public Sector Undertakings:

Wherever, Purchase/Price Preference is applicable for Public Sector Undertaking [PSUs] will be as per the extant orders of Department of Space.

6.0 Earnest Money Deposit/Bid Security:

The Tender should be accompanied with an Earnest Money Deposit [EMD] for a prescribed amount wherever called for in the covering sheet of Notice Inviting Tender [NIT]. Foreign vendors; registered vendors and those vendors who have applied for renewal of registration; Central PSUs/PSEs/Autonomous Bodies, Micro and Small Enterprises, KVIC, etc., are exempted from payment of EMD. The EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30” day after the award of the Contract. The EMD will be forfeited if the bidder withdraws or amends impair or derogates from the Tender in any respect within the validity period of the Tender. EMD shall be submitted in a single installment through Demand Draft/Bankers.
Cheque/Fixed Deposit Receipts or Bank Guarantee from Nationalized or Scheduled Bank. The Bank Guarantee shall be valid for 45 days beyond the Tender validity date.

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 No. etc.

For E-procurement Public Tender[s], such of those vendor[s] who are registered with ISRO/ISAC web portal under E-mode are exempted from payment of Earnest Money Deposit.

7.0 **Security Deposit:**

The Successful vendor shall execute Security Deposit for 10% of the value of the Purchase Order/Contract towards satisfactory execution of the Purchase Order/Contract. The Security Deposit shall be executed through Demand Draft/Bankers Cheque/Fixed Deposit Receipts or Bank Guarantee issued by a Nationalized Bank/Scheduled Bank valid till the Purchase Order/Contract is completely executed. The BG shall be executed on a Non-judicial stamp paper of appropriate value as per Specimen.

In case the vendor fails to furnish the Security Deposit within 20 days after the receipt of PO or on signing of the Contract or any extension thereof, the Purchase Order/Contract shall be cancelled or terminated. The EMD if any executed shall be forfeited and appropriate penal action shall be initiated.

The Security Deposit will not carry any interest and shall be returned after completion of all the obligations of the Contract.

Central Public Sector Undertakings [PSUs]/Public Sector Enterprises [PSEs]/Autonomous Bodies/Micro and Small Enterprises [MSEs] are exempted from payment of Security Deposit [SD], and instead, an Indemnity Bond shall be executed in lieu of SD.

8.0 **High Sea Sale:**

Tenderers submitting offer[s] against High Sea Sale Trade, the price of such offers be in Indian Rupees only and shall be inclusive of Freight and Clearance Charges for delivery up to ISRO Satellite Centre, Bengaluru. The offers shall be Firm, Fixed Price without any variation in Exchange Conversion Rate whatsoever. No Sales Tax will be applicable for High Sea Sale.

9.0 **Bank Guarantee towards Free Issue Materials (FIM):**

The successful Tenderer[s] shall furnish Bank Guarantee (BG) towards the cost of Free Issue Materials issued by Purchaser towards adequate Security for the FIM for the execution of the Contract. The BG is to be kept valid till supply and acceptance of the final product.

In the case of Public Sector Undertaking and Government Organization, Indemnity Bond [IB] together with Insurance shall be considered.

For Fabrication of items, the supplier should quote the rates considering the Scrap Materials generated and taken over by Supplier.

10.0 **Prices:**

Tenders offering Firm and Fixed prices will be preferred. Where a price variation clause is insisted upon by a tenderer for quotations a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

11.0 **Agency Commission:**

11.1 The amount of Commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent[s] by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from the Indian Agent by applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order/Contract and within 30 days from the date of receipt and acceptance of the stores.

11.2 The Contractor shall Invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the Invoice which would be paid to the Indian Agent[s] directly by the Purchaser. However, the Contractor[s] quote should separately reflect the amount of Commission payable to his Indian Agent.
11.3 As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian Agents who desired to quote directly on behalf of their Foreign Principals to get themselves enlisted with the Central Purchase Organization [Eg: DGS&D].

12.0 Address of Indian Agent:

In case of the overseas Supplier, please mention the Name and complete Postal Address of their Indian Agent with necessary details on Type of Relationship, Proof of Certificate if any.

13.0 Participation of Indian Agents:

In a Tender, either the Indian Agent on behalf of Principal/OEM or Principal/OEM itself can bid. But both cannot bid simultaneously for same item/product. If an Agent submit bid on behalf of Principal/OEM, the same Agent shall not submit a bid on behalf of another Principal/OEM in the same Tender for the same item/product.

14.0 Import Licence:

All Imports are being covered under Free Importability under Para 2.1 of Chapter 2 of EXIM Policy 2015-2020 of Government of India. No separate Import License is required. If it is required subsequently, Department will obtain necessary Import License. Similarly, if Export License is required, the Tenderer[s] shall mention the same while submitting the offer.

15.0 Taxes and Duties:

15.1 The facility of Inter-State Purchases by Government Department against Form-D stands withdrawn w.e.f. from 01.04.2007. As such, Tenderer[s] are requested to indicate the correct and full percentage of Sales Tax applicable without any concession.

15.2 Sales Tax and/or Other Duties/Levies where legally leviable and intended to be claimed should be distinctly shown separately in the Tender.

15.3 For the procurement/providing of services, the tenderer[s] are requested to quote the correct percentage of Service Tax.

15.4 As a Government of India Department, this office will issue necessary Declaration/Certificate to release the goods free from Octroi. Tenderer[s] shall ensure that necessary certificates are obtained by them from ISRO Satellite Centre, Bengaluru to avoid any payment of such levies.

15.5 Excise Duty: ISRO Satellite Centre [ISAC], Bengaluru is completely exempted from payment of Excise Duty vide Notification No.10/97CE dated 01.03.1997 as amend vide Notification No.16/2007CE dated 01.03.2007. The necessary Excise Duty Exemption Certification [EDEC] shall be provided by ISAC. Tenderers are requested to take note of this aspect and submit the quotation clearly mentioning that the quoted price does not include Excise Duty and ISAC has to provide EDEC.

ISRO Satellite Centre[ISAC], Bangalore is also exempted from payment of Excise Duty vide Notification No. 64/95CE dated 16.03.1997 as amend vide Notification No. 15/2007CE dated 01.03.2007. The necessary Excise Duty Exemption Certificate [EDEC] shall be provided by ISAC. Tenderers are requested to take note of this aspect and submit the quotation clearly mentioning that the quoted price does not include Excise Duty and ISAC has to provide EDEC.

ISAC shall provide the appropriate ED exemption certificate.

15.6 Customs Duty: ISRO, Satellite Centre, Bengaluru is completely exempted from payment of Customs Duty vide Notification No.12/12-Cus dated 17.03.2012. The necessary Customs Duty Exemption Certification [CDEC] shall be provided ISAC. Tenderer[s] are requested to take note of this aspect and submit the quotation clearly mentioning that the quoted price does not include Customs Duty and ISAC has to provide CDEC.

Such of those Tenderers submitting the offer[s] in Indian Rupees and requesting ISAC for providing Customs Duty Exemption Certificate [CDEC] where importation of items are involved, has to necessarily mention the List of imported items, Quantity in the offer in order to facilitate ISAC to considered for issue of CDEC.
16.0 **Clarification regarding contents of the Bids:**

During evaluation and comparison of bids, the Buyer may, at his discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

17.0 **Rejection of Bids:**

Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

18.0 **Evaluation of Tenders:**

The Evaluation/Loading criteria in respect of Payment Terms, Performance Bank Guarantee, Free issue of Materials etc., having financial implications will be considered to arrive L-1 status.

19.0 **Terms of Payment in case of Indigenous Supplier[s]:**

100% payment within 30 days after receipt and acceptance of the materials at ISAC.

20.0 **Terms of Payment in case of Overseas Supplier[s]:**

20.1 Being a Government of India Department, the normal terms of payment are by Sight Draft [SD]. However, other terms of payment like establishment of Letter of Credit [LC] may be considered by the Purchaser on such terms and conditions as may be agreed upon.

20.2 The Sight Draft/Letter of Credit will be operative on presentation of the following documents:

(a) Original Bill of Lading/Airway Bill.
(b) Commercially certified Invoices describing the Stores delivered, quantity, unit rate and their total value in triplicate. The Invoice should indicate the discounts, if any and Agency Commission separately.
(c) Packing list showing individual Dimensions and Weight of the Packages.
(d) Country of Origin Certificate can be declared on the Invoice.
(e) Test Certificate.
(f) Declaration by the Seller that the Contents in each case are not less than those entered in the Invoices and the quality of the Stores are guaranteed as per the specification asked by the Purchaser.
(g) Warranty and Guarantee Certificates vide Clause 37.0

21.0 **Bank Charges:**

In case of import orders, all Bank Charges Payable within India shall be borne by Purchaser and bank charges outside India shall be borne by the Supplier. Similarly, in case of Indigenous items all Bank Charges wherever applicable shall be to suppliers account.

22.0 **Guaranteed Time of Delivery:**

The time for and the date of delivery of Stores will be deemed to be the essence of the Purchase Order/Contract failing which Purchaser reserves the right to Cancel the Order/Contract at his discretion.

23.0 **Price variation for long term Contracts:**

Where Tenderers quote delivery period beyond 18 months, the illustrative formula for Price Variation Clause [PVC] shall be referred under General Financial Rules [GFR], 2005, No. 204 (vii) (b) Appendix-15. It may please be noted that the formula for Price Variation is available in the website.

24.0 **Packing:**

(a) The Contractor wherever applicable shall pack and crate all Stores for Sea/Air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with Internationally accepted Export practices and in such a manner so as to protect it from damages and deteriorations in transit by Road, Rail or Sea for Space qualified Stores. The Contractors shall be held responsible for all damages due to improper packing.

(b) The Contractor shall ensure that each Box/Unit of shipments are legible and properly marked for correct identification. The failure to comply with this requirement shall make the contractor liable for additional expenses involved.
(a) The Contractor shall notify the Purchaser of the date of shipment from the Port of Embarkation as well as the expected date of arrival of such shipment at the designated Port of Arrival.

(b) The Contractor shall give complete shipment information concerning the weight, size, content of each package etc.

(c) Transshipment of equipments shall not be permitted except with written permission of Purchaser.

(d) Apart from the despatch documents negotiated through Bank, the following document shall also be airmailed to the Purchaser within 10-12 days from the date of shipment by Sea and within 3-4 days in case of Air Consignment:

   a. Commercial Bill of Lading/Air Way Bill, Post Parcel Receipt (two non-negotiable copies).
   b. Invoice (3 copies).
   c. Packing List (3 copies).
   d. Test Certificates (3 copies).
   e. Certificate of Origin as declared in the Invoice.
   f. Warranty/Guarantee Certificate.
   g. Declaration by the seller that the contents in each case are not less than those entered in the invoices and the quality of the stores are guaranteed as per the specifications asked by the Purchaser.

The Contractor shall also ensure that one copy of the Packing List is enclosed in each case/box.

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25.0 Insurance of the Stores:

No Insurance is required at our cost. The Supplier shall be responsible for insuring the Stores wherever considered necessary. The Contractor shall however, be responsible for notifying to the purchaser or the insurer nominated by the purchaser, the complete details of the proposed shipments including the value of each shipment and other relevant data immediately after shipment, to enable the Purchaser or the Insurers to arrange for the issuance of the Insurance Policy, if required. The necessity or otherwise of Insurance will be as indicated in the Purchase Order.

26.0 Mode of Despatch:

26.1 For Air Consignments:- Generally, Stores should be dispatched by Air Freight through Purchaser nominated freight forwarder as per the delivery terms and mode of dispatch mentioned in the Purchase Order. A copy of the Invoice and Packing List should invariably be kept inside each of the package. Port of Entry:- KEMPEGOWDA INTERNATIONAL AIR PORT, BENGALURU.

26.2 For Sea Consignments:- The Stores should be dispatched by Ocean Freight by first class Indian Flagged Vessel or Conference Vessel on freight collect basis as per the delivery terms and mode of dispatch mentioned in the Purchase Order. A copy of the Invoice and Packing List should invariably be kept inside each of the package. Port of Entry shall be “CHENNAI”. The Port of Ultimate Destination shall be “INLAND CONTAINER DEPOT [ICD, BENGALURU]”. The Customs Clearance shall be arranged at ICD Bengaluru.

27.0 Ultimate Consignee:

Senior Purchase & Stores Officer [Stores], ISRO Satellite Centre, P.B.No.1795, Old Airport Road, Vimanapura Post, Bangalore-560 017, India.

28.0 Shipping Marks:

The marks on the shipping documents such as Invoice, Bill of Lading/Airway Bill and on the packages should be as follows:

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<thead>
<tr>
<th>Purchase Order No.</th>
<th>Date</th>
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<tr>
<th>GOVERNMENT OF INDIA</th>
<th>Department of</th>
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<tbody>
<tr>
<td>Space/ISRO Satellite Centre Bangalore –</td>
<td></td>
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<tr>
<td>560 017/INDIA</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Destination</th>
<th>Port of Entry</th>
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</table>
29.0 **Demurrage:**

Supplier shall bear demurrage charges if any, incurred by the Purchaser due to delayed presentation of shipping documents as prescribed in Para 24.0 (f) to the Bankers within reasonable time (say within 10-12 days) from the date of Bill of Lading for Sea Consignments and within 3-4 days from the date of Air Way Bill for Air Consignments.

30.0 **Erection of Plant and Machinery:**

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

31.0 **Inspection and Acceptance Tests:**

31.1 The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect examine and test at the Contractor's premises, the material and workmanship of all Stores to be supplied under this contract and if part of the said Stores is being manufactured on other premises, the Contractor shall obtain the Purchaser's representative permission to inspect, examine and test and shall not release the Contractor from the obligations under this Contract.

31.2 For tests on the premises of the Contractor or any of his sub-contractors, the Contractor shall Provide Free of Cost Assistance, Labour, Materials, Electricity, Fuel and Instruments as may be required or as may be reasonably needed by the Purchaser's representative to carry out the tests efficiently.

31.3 When the Stores have passed the specified test, the Purchaser's representative shall furnish a certificate to this effect in writing to the contractor. The contractor shall provide copies of Test Certificate to the Purchaser as may be required.

32.0 **Acceptance of Stores:**

(a) The Stores shall be tendered by the Contractor for Inspection at such places as may be specified by the Purchaser at the Contractor's own risk, expenses and cost.

(b) It is expressly agreed that the acceptance of the Stores contracted for is subject to final approval by the Purchaser, whose decision shall be final.

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

(d) If the whole or any part of the Stores supplied are rejected in accordance with Clause No.32.0 above, the Purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor, stores meeting the necessary performance and quality contracted for in place of those rejected, provided that either the purchaser or the agreement to purchase from another supplier is made six months from the date of rejection of the Stores as aforesaid.

33.0 **Training:**

The Contractor shall, if required by the Purchaser, provide facilities for the Practical Training of Purchaser's Engineering or Technical Personnel from India and for their active association on the manufacturing process throughout the manufacturing period of the Contract/Stores, number of such personnel to be mutually agreed upon.

34.0 **Rejection:**

If the Stores supplied by the Contractor are found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specification, the Purchaser shall either reject the Stores or request the Contractor in writing to rectify the same. The contractor, on receipt of such notification shall either rectify or replace the defective Stores free of cost to the Purchaser. If the Contractor fails to do so, the Purchaser may either:-

(a) Replace or rectify such defective Stores and recover the extra cost so involved from the Contractor; or

(b) Terminate the Contract for default as provided under Clause 43.0.
(c) Acquire the defective Stores at a reduced price considered equitable under the circumstances.

The provision of this Article shall not prejudice the Purchasers rights under Clause 36.0.

35.0 Replacement:

If the Stores or any portion thereof, is damaged or lost during the transit, the Purchaser shall give notice to the Contractor setting forth particulars of such Stores damaged or lost during transit. The replacement of such Stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. The payment for the replacement of stores shall be in accordance with the responsibilities fixed as per Incoterms.

36.0 Delay in Completion/Liquidated Damages:

If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof, the Purchaser shall recover from the Contractor as Liquidated Damages a sum of one-half of one percent (0.5 percent) of the Contract price of the undelivered Stores for each calendar week of delay or part thereof. The total Liquidated Damages shall not exceed Ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all its component/parts are also delivered in full to make use of the whole system/equipment as the case may be. If certain components/parts are not delivered in time, the entire value of Contract/Stores will be considered as delayed until such time as the missing parts are delivered.

In case of delay in delivery of the stores beyond the delivery date stipulated in the Purchase Order/Contract or any extension thereof, such stores shall be received under protest. The stores shall be accepted without prejudice to the terms and conditions of the Purchase Order.

37.0 Guarantee and Replacement:

(a) The Contractor shall guarantee that the Stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.

(b) Guarantee for the period as indicated in the tender documents shall be after acceptance of the Stores. If any defects are discovered, therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, Contractor shall remedy such defects at his own cost provided, he is called upon to do so within a period of 14 months from the date of acceptance thereof, by the Purchaser who shall state in writing in what respect the Stores or any part thereof, are faulty.

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

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

(e) The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof, on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

(f) To fulfill guarantee conditions outlined in Clause 37.0 (a) to (d) above, the Contractor shall, at the option of the Purchaser, furnish a Bank Guarantee (as prescribed by the Purchaser - Bank Guarantee format) from a Nationalized/Scheduled Bank approved by the Purchaser for an amount equivalent to 10% of the value of the Contract within a reasonable time after the receipt of PO/Contract for the due performance of the Contract as well as the product delivered. On the performance and completion of the contract in all respects, the Performance Bank Guarantee will be returned to the Contractor without any interest.

(g) All the replacement Stores shall also be guaranteed for a period of 12 months from the date arrival of Stores at Purchaser’s site.

(h) Even while the 12 months guarantee applies to all Stores in case where a greater period is called for by our specifications then such a specification shall apply, in such cases the period of 14 months referred to in Clause 37.0 (a) and (b) shall be the ‘asked for’ guarantee period plus two months.
38.0 **Annual Maintenance Contract [AMC]/Extended Warranty:**

Tenderers are requested to quote separately towards Annual Comprehensive Maintenance Service/Extended Warranty and Comprehensive/Non-Comprehensive Maintenance besides attending to unlimited Break-Down calls wherever specification calls for after expiry of Standard Warranty. No Advance Payment will be considered for extended warranty support /AMC. The payment towards AMC shall be on Pro-rata basis after successful maintenance of Service.

39.0 **Force Majeure:**

39.1 Neither party shall bear responsibility complete or partial non performance of any of his obligations [except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the purchase order/contract] if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock out, freight embargo, acts of the Government either in its sovereign or its contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of state authorities or any other circumstances beyond the control of the parties that have arisen after the conclusion of purchase order/contract. In such circumstances, the time stipulated for the performance of an obligation under the purchase order/contract may be proportionately extended.

39.2 The party for whom it has become impossible to meet the obligation under this contract due to force majeure condition, will notify the other party in writing not later than 21 days from the date of commencement of unforeseeable event. Unless agreed by both the parties, in writing, the contractor shall continue to perform his obligations under the purchase order/contract as far as is practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

39.3 Any Certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to carry out complete or partial performance of an obligation for more than 60 days, either party shall reserve the right to terminate the contract totally or partially. Aprior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability.

40.0 **Arbitration:**

In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be settled amicably by mutual consultations of the good Offices of the respective parties. If such a resolution is not possible, then the unresolved dispute or difference shall be referred by either party within 30 days after receipt of payment to the Sole Arbitrator appointed by Director, ISRO Satellite Centre, Bangalore in accordance with the rules and procedures of Indian Arbitration and Conciliation Act 1996 or any modification thereof. The decision of the Arbitrator shall be final and binding on both the parties. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Bangalore.

Pending the submission of and/or decision on a dispute, difference or claim or until the Arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

41.0 **Arbitration with Public Sector Undertakings:**

In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be settled amicably by mutual consultations of the good Offices of the respective parties. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in the Department of Public Enterprise under the Permanent Machinery for Arbitration.

42.0 **Arbitration with Overseas Supplier:**

In the event of any dispute or difference arising out of or in connection with this Purchase Order, such dispute or difference shall be settled amicably by mutual consultants or through the good offices of the respective parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed in accordance with provisions of the ICADR Arbitration Rules, 1996 of the International Center for Alternative Dispute Resolution, New Delhi. The Arbitration shall be conducted in India in accordance with the Rules & Procedures of the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof. The decision of the Arbitrator shall be final and binding upon the parties and the expenses for the arbitration shall be paid as may be determined by the Arbitrator.
43.0 Contractor[s] Default Liability:

43.1 The Purchaser may upon written notice of default to the Contractor, may terminate the contract in whole or in part in circumstances detailed hereunder:-

(a) If in the judgment of the Purchaser, the Contractor fails to make delivery of Stores within time specified in the Contract/Agreement or within the period for which extension has been granted by the Purchaser to Contractor.

(b) If in the judgment of the Purchaser, the Contractor fails to comply with any of the other provisions of this Contract.

43.2 In the event of Purchaser terminating the contract in whole or in part thereof, as provided in Clause 43.0, the Purchaser reserves the right to purchase, upon such terms and in a manner as he may deem appropriate, Stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional cost for such similar Stores, and/or for Liquidated Damages for delays as defined in Clause 36.0 until such reasonable time as may be required for the final supply of Stores.

43.3 If this contract is terminated as provided in Clause 43.0 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following cases in the manner and as directed by the Purchaser.

(a) Any completed Stores.

(b) Such partially completed Stores, drawing information and Contract right (here-in-after called manufacturing material) as the Contractor has specifically produced or acquired for the Contract as terminated. The Purchaser shall pay to the Contractor, the Contract price for completed Stores delivered to and accepted by the Purchaser and for manufacturing materials delivered and accepted.

43.4 In the event, the Purchaser does not terminate the Contract as provided in Clause 43.0, the Contractor shall continue the performance of the Contract, in which case he shall be liable to the Purchaser for Liquidated Damages for delay as set out in Clause 36.0 until the Stores are accepted.

44.0 Termination:

Under the normal circumstances, Termination/Short Closing of the PO/Contract is not foreseen. However, in case of repeated non-performance of the PO/Contract, ISAC reserves the right to:

i. Terminate the P.O/Contract wholly or partly by giving 30 days prior notice due to repeated non-performance in the execution of P.O/Contract.

ii. Terminate the P.O/Contract if the Contractor fails to deliver the final Product within the stipulated delivery schedule or any extension thereof, granted by the Purchaser.

iii. Terminate the P.O/Contract wholly or partly if the final Product does not pass inspection and quality requirements of P.O/Contract.

iv. Terminate the P.O/Contract wholly or partly if the Contractor is unable to rectify the defects or offer replacements in lieu of defective Items.

v. Terminate the P.O/Contract wholly or partly if the Contractor fails to perform any other obligations under this P.O/Contract.

vi. Terminate the P.O/Contract If the Contractor becomes bankrupt or otherwise insolvent.

vii. Terminate the P.O/Contract owing to deficiency of service, breach of Contract.

viii. Terminate the P.O/Contract for inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.

45.0 Language and Measures:

All documents pertaining to the Contract including specification schedule notices, correspondence, operating and maintenance instruction drawings or any other writing shall be written in English language only. The metric system of measurement shall be used exclusively in the Contract.

46.0 Applicable Law:

The Contract shall be interpreted, construed and governed by the Laws of India.

47.0 Jurisdiction:

The Courts within Bengaluru will have the Jurisdiction to deal with and deciding any matter arising out of this Contract.
48.0 **Indemnity:**

The Contractor shall warrant and deemed to have warranted that all Stores supplied against this contract are free and clean of infringement of any Patent, Copy Right or Trademark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the Stores for infringement of any right protected by Patent, Registration of the design or Trademark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

49.0 **Counter Terms & Conditions:**

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

50.0 **Security Interest:**

On each item to be delivered under this Contract, including an item of work in progress in respect of which payment have been made in accordance with the Terms of the Contract. Purchaser shall have a Security Interest in such items which shall be deemed to be released only at the time when the applicable deliverable items is finally accepted and delivered to the Purchaser in accordance with the terms of Contract. Such Security Interest of the Purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any other entity.

51.0 **Splitting of Order[s]:**

The Volume/Quantity for certain specialized nature of jobs is considerably large and it is necessary the orders are split with more than one party in order to ensure timely delivery of the goods and services. ISAC reserves right to split the Purchase Orders to more than one party. However, every effort will be made to bring the Commercial aspect including price of the parties on a single common platform. This is aimed at providing equal opportunity for the parties while taking the decision.

52.0 **Validity of Offer:**

The offer should be valid for a minimum period of 120 days from the date of opening of the tender.

53.0 The Authority of person signing the Tender, if called for shall be produced.

54.0 Instruction/Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents/correspondence should be in English language only.

55.0 The Purchaser reserves the right to accept or reject any offer in whole or in part without assigning any reason.

56.0 It is expressly agreed that the acceptance of the Stores contracted for is subject to final approval in writing by the Purchaser.

57.0 Permitted Number of Shipment [ONE] only. Any additional shipment will be at suppliers cost. Part shipment is not allowed unless specifically agreed to by us. However, in case of staggered delivery, special instructions with respect to number of shipments shall be stipulated in the Tender and at the time of release of Purchase Order/Contract.

58.0 Inspection/Test/Certificate should be provided for the goods after testing it thoroughly at the Contractors works. If any inspection by Lloyds or any other Testing Agency is considered necessary, it shall be arranged by Contractors on the instructions of the Purchaser.

59.0 Where Erection, Assembly or Commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damages sustained due to delay in fulfilling this responsibility.

60.0 For items having Shelf Life, the same shall be supplied with maximum Shelf Life if order is placed.

61.0 **Buy-Back Offer:**

Wherever Tender considered necessary, the quotation shall be given separately with Buy-Back Offer and also without Buy-Back Offer so as to enable Purchaser either to Trade or not to Trade the item while purchasing the new one.
62.0 Risk Purchase:

Risk Purchase Clause will be applicable wherever considered necessary.

63.0 Conditional Discount/Offer:

Conditional Discounts/Offer will not be considered.

64.0 Parallel Contract:

ISAC reserves the right to enter into Parallel Contract/s with one or more Contractors.

65.0 Secrecy:

The technical information, drawings, specifications and other related documents provided by the Purchaser and forming part of the Contract are the property of Purchaser and shall not be used for any other purpose, except for execution of the Contract. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents provided by the Purchaser shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and/ or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without Purchaser’s consent in writing except to the extent required for the execution of this Contract. These technical information, drawings, specifications and other related documents which were originally provided by the Purchaser shall be returned to the Purchaser with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.

66.0 Limitation of Liability:

66.1 The remedies stated in this Contract are exclusive, and in no event shall the Contractor be liable for any, special, incidental, consequential or punitive damages of any nature. Notwithstanding any other provision of this contract, the Contractor’s total liability to the Purchaser, whether in contract, warranty or tort (including negligence or strict liability) in connection with the performance or breach of this Contract shall not exceed the total amount paid to the Contractor under this Contract.

66.2 The Purchaser shall be under no obligations to accept the lowest or any tender and reserve the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderer[s] shall supply the same at the rates quoted.

67.0 The Tenderer shall bear all cost towards preparation of tender.

68.0 Fall Clause:

The price[s] charged for the Stores/Services supplied under the Contract by the Contractor shall be no event exceed the lowest price at which the Contractor sells the Stores/Services or offer to sell the Stores of identical description to any person[s], firm, party, Organisation[s] including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central/State Government as the case may be during the period till the performance of all supply orders place during the currency of the Rate Contract is completed.

If at any time during the said period, the Contractor reduces the sale price, sells or offers to sell such Stores/Services to any person[s], Organisation[s], including the Purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government as the case may be at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale or offer to the Purchaser and the price payable under the Contract for the Stores/Services supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.

69.0 Subletting Contract:

The Contract shall not be sublet, transferred or assigned to any other firm/agencies/person, etc., without the prior written permission of ISAC. In case of violation of this clause, the Service Provider/Contractor shall be solely responsible for any legal action besides termination of Contract.

70.0 Strict compliance to our commercial terms and conditions will have to be followed or otherwise your tender(s) will be rejected.

************
TWO PART TENDER

SL.NO.1 ISCO-2015-0-31341-01

DESCRIPTION: ANNUAL MAINTENANCE SERVICE CONTRACT FOR OPERATION AND MAINTENANCE OF CANTEENS AT ISAC AND ISITE CAMPUS.

QUANTITY : AS PER ENCLOSURE
Annual Maintenance Service Contract for Operation and Maintenance of Canteens at ISAC and ISITE Campus

1.0 Definitions:

1.1 The term “ISAC” shall mean ISRO Satellite Centre, HAL Airport Road, Vimanapura PO, Bengaluru – 560017 herein after called Service Receiver.

1.2 The term “ISITE” shall mean ISRO Satellite Integration and Test Establishment, Marathahalli Outer Ring Road, Karthiknagar, Bangalore 560037.

1.3 The Service Provider shall submit their offer as specified in the Invitation to Tender [ITT].

1.3.1 Service Provider Details as per Annexure-A.

1.3.2 Service Provider has to submit Price Bid in a separate sealed cover as per Annexure-B.

1.3.3 Service Provider Declaration Form as per Annexure-C.

1.3.4 Service Provider Declaration stating that no court case is either pending/or being contemplated against the Proprietor or Company as per Annexure-D.

1.3.5 Service Provider has to submit Compliance Statement as per Annexure-E.

1.3.6 This is a Two-Part Tender. Please quote in two parts. Special Instructions for 2 Part Tender as per Annexure-F.

1.4 Pre-bid Conference:

A Pre-Bid meeting is arranged by ISRO Satellite Centre, Bengaluru in order to have a better understanding of our Invitation to Tender document, clarify doubts if any, and other allied technical details. The interested Vendor[s] is hereby requested to take part in the Pre-Bid meeting on the Date, Time and Venue mentioned here below:-
Date of Pre-bid Meeting: 14.06.2016

Time: 11.00AM
Venue: ISRO Satellite Centre, Purchase Conference Hall
HAL Airport Road,
Vimanapura Post,
Bengaluru – 560 017.

Focal Point:
Shri.S.R. Nagaraja
Catering Manager,
ISRO Satellite Centre,
HAL Airport Road,
Vimanapura Post,
Bengaluru – 560 017.
Contact No. 080 2508 2689
E-mail: srnagraj@isac.gov.in

Last date for submission of Two Part Bids: 28.06.2016 @14.00hrs

Opening date of Two Part Bids: 28.06.2016 @15.00hrs

Interested Vendor[s] may please provide the details of the representative[s] taking part in the Pre-Bid meeting well in advance in order to arrange for Security clearance.

Please note that request for “preponement/postponement of Pre-Bid meeting” will not be entertained under any circumstances.

The Tenderers who do not participate in the Pre-Bid conference will not be considered and shall be disqualified.

2.0 Scope of the Contract:

The scope of work is to provide Canteen support service at ISAC and ISITE Campus. The detailed scope of work is given below:-

2.1 The Contract is initially valid for a period of 24 months and extendable for a further period of 12 months on the same Terms and Conditions upon mutual consent. However, both the parties shall have the right to curtail the period of contract by giving 30 days prior notice.

2.2 Periodical removal of dust, dirt and other leftover food materials from dining hall, supply counter, kitchen, working place, stores, grinding room, vegetable cutting room, surroundings and all areas connected to cafeteria and
connected places of about 1900 sq.m including cleaning of windows of area about 200 sq.m, 1100 chairs, 160 tables. Mopping and cleaning shall be done as frequently as possible but at least after Morning Tea break, Lunch break and Evening Tea break on the day of actual work.

2.3 Cleaning of plates, katories, tumblers etc., for 3000 employees with cleaning powder and washing in hot water as per the pattern adopted by the Centre.

2.4 Cleaning of cooking vessels of different types and sizes suitable for maintaining canteen for serving 3000 employees, thermal jars (40 Nos), steam equipment (3 sets), wet grinders (8 Nos) with due care.

2.5 The cleaning work involves cleaning of all areas of Canteen like VIP dining hall, dining hall, kitchen, store room, toilets, hand wash areas, vessel wash areas, etc., and also sanitary fixtures like wash basins, sinks, etc., complete as mentioned above and also other similar items not mentioned above in Canteen service areas.

2.6 Removing drainage block at various locations numbering not less than six numbers and cleaning drains to prevent seepage and blockage of water.

2.7 The requirement of work need to be noted down at least 24 hours in advance and only the minimal work force/working mechanism required to be deployed and the rate quoted shall be inclusive of all contingencies and no extra claim whatsoever shall be entertained.

2.8 Periodical Cleaning of Rice and other food grains approximately weighing 200 quintals in a month.

2.9 Collecting, Carrying/supplying of Tea/Coffee snacks at 14 locations of ISAC Campus (consisting of INSAT, ISAC, Administration Block, Carpentry shed, LSSC, Transport and CISF gates etc., ) and ISITE campus respectively, as instructed by Canteen Manager, ISAC including carrying in trolleys, supplying to staff, collecting back empty/used tumblers, plates etc., for approximately 4000 nos. Coffee/Tea per day of operation and serving at 24 locations, special Tea/Coffee /Snacks on need basis, serving at 15 locations the evening Tiffin and also at 6 locations special lunches on the day of ordering and depositing back to respective canteens or other places as directed by the Catering Manager, ISAC.

2.10 Collection of food waste, vegetable peels weighing approximately 6000 to 7500 Kgs./ and other garbage from waste collection rooms at ISAC, INSAT and ISITE Canteen and disposing these wastes outside the ISAC/ISITE campus, respectively, up to a lead of 300 Mtrs. all as per standard specifications and directions of the Catering Manager, ISAC.
2.11 The necessary materials like phenol, detergents, mops, brushes brooms etc., will be supplied by ISAC/ISITE.

2.12 The above schedule is for normal working hours of ISAC and ISITE campus including Saturdays, Sundays and other Holidays at ISAC/INSAT/ISITE.

2.13 The garbage and other waste products should be carefully taken outside the ISAC/ISITE campuses respectively, without causing any spilling over inside the ISAC/ISITE campuses. Any accidental spilling need to be cleaned off by suitable means for which nothing extra shall be paid for.

2.14 Any tumblers, spoons, katories, found in the waste shall be cleaned and handed over to the Catering Manager, ISAC.

2.15 The working arrangement is to provide support to the Department Staff and the working arrangements is periodical in nature and can be snapped off within 24 hours notice in case of failure on the part of Service Provider which may please be noted.

2.16 In case, the work is carried out through a group of work force, all the workers engaged by the Service Provider shall wear uniform of approved cloth and colour and design as instructed by the Catering Manager, ISAC. Every worker shall wear uniform to enable easy identification from security and other consideration of the Department, which is binding on the Service Provider. **No separate payment towards uniform shall be paid for, which may please be noted and no claim whatsoever will be entertained in this regard. Each worker engaged by the Contractor shall be issued four sets of such stitched uniforms. This may be taken into consideration while quoting the Service Charges. No separate break-up shall be shown towards uniform.**

2.17 Every work force engaged on work shall be supplied with Two Nos. Vivel or other skin protective deodorant every month as well as one Towel every alternate month of normal size (minimum 22” X 48” size and minimum weight of 270 gms). In addition, one number each of service Coats, Caps and Rexine Aprons shall **also be provided by the Service Provider**. No extra payment shall be made for the same.

2.18 Every workforce engaged on work shall be examined medically in any of the approved Lab viz. M/s. Anand Institute of Laboratory Medicine, M/s.GM Health Care Centre or M/s. Medinova Diagnostics for the following parameters.

- Hemoglobin percentage
- Peripheral blood smear
- Urine analysis
- Motion for Ova & Cyst
- VDRL
- Hepatitis – B
- HIV test

At a frequency of once in a year and the report shall be submitted to the Department. No workforce will be permitted to work if he/she doesn’t satisfy the permissible limits in these tests.

2.19 The quoted rates shall include cost of medical examination of Contract workers once in a year and also cost towards uniforms, soaps, towels, service coats etc., and nothing extra shall be paid for.

2.20 Specialized Cooks engaged shall be well versed with preparation of continental dishes and South/North Indian/Sweet dishes with one year diploma in cooking or equivalent related qualification or 5 yrs. experience in Industrial Canteen or reputed hotel. The workforce engaged as Cooks (Highly Skilled) shall be well qualified and experienced in the preparations of all varieties of South Indian/North Indian/Sweet dishes. The food items prepared by them shall be of very high quality, taste and hygienic.

2.21 The daily deployment of the workforce in ISAC and ISITE Canteens shall be as per the instructions of the Catering Manager, ISAC, based on the exigencies.

2.22 The entire workforce involved in this Contract shall arrange to maintain highest degree of neatness and hygiene in both the food preparation areas and also the food serving areas, as directed by the Catering Manager, ISAC.

2.23 The Service Provider shall acquaint himself with the nature and scope of work assess the actual quantum of work force/mechanical means required for the work and shall deploy them for completing the works within the stipulated time.

2.24 For all breakage, damages etc., caused to materials while performing duties, the Service Provider shall be held responsible and the losses, if any, shall be made good by him.

2.25 The Service Provider shall take all instructions from the Catering Manager, ISAC, ISAC or his authorized assistants for all his works/activities. Works carried out without their instructions shall not be accounted for and decision of the Catering Manager, ISAC shall be final and binding on the Service Provider. The Contractor shall acquaint himself well with the nature of day-to-day works to be carried out. No extra claims what so ever shall be entertained after the award of Contract.

2.26 Generally the working hours of the Centre are from 8.30 A.M to 5.00 P.M. However, in case of exigencies of service, the Service Provider has to make necessary arrangements for carrying out all of the assignments stated above.
2.27 The supporting work should normally be from Monday to Saturday with Holidays on Sundays and Public Holidays. The number of working days in a month for the workforce shall not be more than 26 days. However, Catering Manager, ISAC reserves the right to arrange for work on holidays due to exigencies of service and the Service Provider is bound to respond to this by making necessary arrangement. The day-to-day requirements will be assessed and the need of carrying out the work on any particular day shall be advised by the Catering Manager, ISAC. The work is periodical in nature and the Service Provider cannot claim it as right to demand as continuous work.

2.28 The Wages payable to the workforce are governed by the Minimum Wages Act issued by Ministry of Labour & Employment, Government of India, from time to time and are subject to revision. The Wages in respect of Canteen Supervisor and Specialized cook is fixed by the Department (ISAC) and is subject to revision if any.

However, even in case of wage revision if any, there will be no change in the Service Charges/Profit Margin payable to the Service Provider. Also, please note that the Service Charges/Profit margin payable to the Service Provider is fixed during the currency of the Contract.

2.29 Requirement of Workforce:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Category of Workforce</th>
<th>No of persons per day</th>
<th>No of persons per month</th>
</tr>
</thead>
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<tr>
<td>1</td>
<td>Catering Supervisor</td>
<td>03</td>
<td>78</td>
</tr>
<tr>
<td>2</td>
<td>Specialized Cook</td>
<td>03</td>
<td>78</td>
</tr>
<tr>
<td>3</td>
<td>Supervisor (Ordinary)</td>
<td>04</td>
<td>104</td>
</tr>
<tr>
<td>4</td>
<td>Cook (Highly Skilled)</td>
<td>07</td>
<td>182</td>
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<tr>
<td>5</td>
<td>Helper (Semi Skilled)</td>
<td>69</td>
<td>1794</td>
</tr>
<tr>
<td>6</td>
<td>Helper (Unskilled)</td>
<td>32</td>
<td>832</td>
</tr>
</tbody>
</table>

**TOTAL** 118 3068

3.0 Liabilities, Control etc. of the workforce deployed:

3.1 The workforce will be required to perform duty during the normal working hours of ISRO/ISAC from 8.30 A.M to 5.00 P.M with half-an-hour lunch break. The number of working days in a month shall be Maximum 26 days. However, if the services are provided on Sundays/General Holidays, the payment shall be made on pro-rata basis (rounded off to the nearest rupee will be allowed for the additional service).
Daily wage is admissible for National Holidays falling on a working day.

3.2 In case of exigencies at work, the persons deployed should be ready to extend service beyond office hours and on holidays as per the requirement of the concerned Project/Division/Section Heads of ISRO/ISAC.

3.3 The Service Provider shall maintain his own Attendance Register and the workforce reporting for work shall sign the attendance register duly indicating arrival and departure time regularly and a certified copy of the same be submitted along with bills while claiming monthly payment.

3.4 The workforce deployed shall reach the work spot well in time and strictly follow the rules and regulations regarding safety, security and discipline of this office.

3.5 The workforce engaged shall attend for duties by making their own transport arrangement and ISAC/ISITE shall not pay conveyance charges. The Service Provider shall have his First Aid Kit at the designated place in ISAC/ISITE for the use of his workforce.

3.6 The Service Provider shall be responsible to provide Bio-data and Two copies of stamp size photographs of workforce at their cost which shall be sent to identified ‘Focal Point’ in ISAC for arranging necessary entry pass to the workforce.

3.7 The workforce, once approved for the service, shall not be changed without the prior concurrence of identified ‘Focal Point’ in ISAC.

3.8 The workforce deployed are not authorized to communicate any official information they may come across during their working in the office.

3.9 The Service Provider shall be solely responsible for any theft, pilferage or misbehavior by any of his workforce engaged for carrying out the work.

3.10 In case, the workforce deployed by the Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Service Provider shall forthwith remove the workforce in addition shall take appropriate disciplinary action against such persons under intimation to the focal point at ISAC. The Service Provider shall replace immediately any of its workforce who is/are found unacceptable because of security risks, incompetence, conflict of interest improper conduct etc., upon receiving written notice from ISAC. The workforce deployed at ISAC/ISITE should not carry any Electronic Gadgets inside the ISAC/ISITE campus.

4.0 **Legal:**

4.1 Service Provider shall be responsible for compliance of all statutory provisions relating to Contract Labour [Regulation and Abolition] Act 1970 and Central
Rules 1971, Provident Fund, and Employees State Insurance etc and the Insurance Act in respect of the workforce deployed at ISAC.

4.2 The Service Provider shall also be liable for depositing all statutory taxes; levies; cess etc., on account of service rendered to ISAC to the concerned authorities from time to time as per the extant rules and regulations on the related subject.

4.3 The Service Provider shall maintain all statutory registers under the applicable law. The Service Provider shall produce the same, on demand, to the concerned authority of ISAC or any other authority under the law.

4.4 The Income Tax at Source [TDS] shall be deducted as per the provisions of Income Tax Act as amended from time to time. Please mention PAN.

4.5 In case, the Service Provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, if ISAC is put into any loss/obligation, monetary or otherwise, ISAC shall have the right to recover such liability from the Service Provider.

4.6 The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to workforce deployed by him/her. ISAC shall, in no way, be responsible for the settlement of such disputes.

4.7 ISAC shall be not be responsible for any damages, losses, claims, financial or other injury to any of the workforce deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

4.8 The Service Provider shall be responsible for any loss or damage caused to ISAC property/personnel due to the negligence of the workforce and shall make good the losses.

4.9 For all intents and purposes, the Service Provider shall be “Employer” within the meaning of different Labour Legislations in respect of the workforce deployed by the Service Provider at ISAC. The workforce deployed by the Service Provider in ISAC shall not have any claim whatsoever of “Master” and “Servant” relationship nor have any “Principal” and “Agent” relationship with or against ISAC.

4.10 In case of termination of the Contract on its expiry or otherwise, the workforce deployed by the Service Provider shall not be entitled to and will have no claim whatsoever for any kind of regular employment in ISAC/ISRO.
4.11 The workforce deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to adhoc, regular/confirmed employees of ISAC during the currency or after the expiry of the Contract.

4.12 The workforce shall neither be entitled for any canteen/medical/ conveyance/quarters facilities from ISAC nor have any claim for employment in ISAC/ISRO Units. ISAC will not issue any service/experience certificate or any other certificates to the workforce.

5.0 Financial:

5.1 The workforce shall be paid the wages as prescribed at Annexure-B. The Service Provider should pay the agreed upon wages in full to his workforce as per the Contract. It may specifically be noted that Predatory Pricing shall not be accepted and the bids not meeting even the basic cost of input. i.e. unreasonably low prices to undercut and obtain the contract are liable to be ignored in order to obtain quality products/services.

5.2 ISAC shall reimburse the payment of Employer’s Contribution towards EPF, ESI and Premium towards Mediclaim Policy as per the prevailing rates. Employee’s Contribution of EPF and ESI or Premium towards Mediclaim Policy has to be borne by the workforce deployed by the Service Provider and ISAC will not pay any contribution in this regard.

5.3 The category of the workforce deployed by the Service Provider whose total remuneration is above Rs.1500/- per month, the ESI Act, 1948 is not applicable. Such work force shall be covered by a Mediclaim Policy from Nationalized Insurance Company with a coverage of Rs. 2,00,000/- per annum/per person. The payment of the monthly premium of Rs.230/- shall be shared in the ratio of 73.08% by ISAC and 26.92% by Employee respectively (rounded off to the nearest Rupee). The Employers Contribution towards premium amount for Mediclaim Policy shall be reimbursed to the Service Provider on providing proof of payment of the premium paid to the Insurance Company.

5.4 The Service Provider has to deploy required number of workforce every day failing which, a penalty to the extent of Service Charges which will be paid per day per person for every short supply will be recovered from the Service Provider.

5.5 The manpower requirement may increase/decrease on any given day during the validity of the Contract and the Service Provider is liable to provide excess Man Power if required, and identified “Focal Point” in ISAC reserves the right to reduce the manpower if need arises.
5.6 In case of a workforce deployed coming late or going early twice a week, one day’s wages shall be deducted from the total wages payable. If the late coming or early going persists for a period exceeding 5 days consecutively, the services of the individual shall be discontinued by the Service Provider, and a suitable replacement be provided immediately. The identified “Focal Point” in ISAC shall intimate to the Service Provider or his representative in this regard.

5.7 Payment shall be made to the service provider on monthly basis after completion of service on receipt of Invoice/Bill which is duly certified by the identified Officer in ISAC and submitted to Accounts Officer, ISAC together with the following documentary proof. The Invoice/Bill shall indicate separately:

a. Wages paid to workforce deployed.
b. Employers Contribution remitted towards EPF, ESI and Premium towards Mediclaim.
c. Service Charge to the Service Provider and
d. Service Tax as applicable.
e. **Valid Labour License** issued by Ministry of Labour and Employment.

The supporting documents that should be submitted by Service Provider along with Bill/Invoice are:

i) Proof of payment of wages made to the workforce for the preceding month for which receipt is submitted.

ii) Proof of remittance of both Employee’s and Employers Contribution towards EPF, ESI or Mediclaim Policy Number made for the preceding month including the statements containing the names of the workforce deployed, Account Numbers, Contribution paid.

iii) Proof of Service Tax paid for the preceding month towards bill amount received from ISAC.

At the discretion of this office, ISAC shall hold up a requisite portion/whole of the bill amount till such proof is furnished.

5.8 The Service Provider shall be under complete obligation to provide any other related document called for by ISAC from time to time.

5.9 ISAC shall make payment to the Service Provider with regard to wages for the previous month during the succeeding month against production of bill/invoice together with the above mentioned documentary proof.

5.10 The Service Provider shall strictly adhere to all laws relating to the employment of labour. The Service Provider shall make the payment to the workforce deployed by 7th of the succeeding month by any one of the following modes:
i) If the payment is by Cash to the workforce deployed, in the presence of one identified representative either from Administration and Accounts Division of ISAC.

ii) If the payment is made through ECS, the Service Provider shall complete the payment through ECS by 5th of the succeeding month and submit necessary proof from his banker to identified Focal Point in ISAC towards the payment made for preceding month along with the Bill/Invoice and other documentary proof.

iii) If the payment is made by Cheque, the Service Provider shall make the payment to the workforce deployed, in the presence of the identified Officer, before 3rd of the succeeding month.

Whichever the mode of payment is opted, the Service Provider should issue a signed wage slip/statement on the letterhead to the workforce containing details such as number of days present, wages payable, recoveries made etc.,

5.11 In case, the Service Provider fails to make payment to the workforce deployed by 7th of the succeeding month as mentioned above and not remitted the amount related to EPF ESI or Mediclaim Policy to the concerned authorities, ISRO reserves the right to make alternate arrangements for such payments and recover the amount so paid from the Service Provider either by deduction of any amount payable to the Service Provider under the work order/service Contract or any other work order/service contract placed on the Service Provider by ISAC/ISRO or as debt payable by the Service Provider, and no notice shall be issued for such payment by ISAC.

5.12 The Service Provider shall issue EPF and ESI cards if applicable to his entire workforce. ISAC shall verify the EPF and ESI cards issued and also whether regular payments are being made to these authorities in respect of the workforce deployed by the Service Provider under this Contract.

5.13 The Service Provider, in the presence of the identified Focal Point in ISAC shall distribute the PF statements to each of the workforce deployed and submit a copy as proof once in 06 months to Accounts Officer, ISAC.

5.14 The Service Provider shall obtain a valid Licence under the Contract Labour [Regulation and Abolition], Act 1970 with revisions if any and Central Rules 1971 with revisions and produce the same within 01 month after receipt of the Contract. The Form-V will be issued by the Principal Employer of ISAC.
6.0 **Parallel/Adhoc Contract:**

ISAC reserves the right to enter into parallel/adhoc Contract[s] with one or more Service Providers in order to facilitate continuous deployment of work force during the currency of the Contract for availing the same or similar service.

7.0 **Indemnity Bond:**

The Service Provider shall indemnify ISAC on Rs. 200/- Non Judicial Stamp Paper against any action, claims or proceedings relating to infringement of all or any of the prevailing laws like Employees Compensation Act [Workmen Compensation Act] 1923, Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971, EPF Act, ESI Act, Industrial Dispute and any other Acts specifically not mentioned during the currency of the Contract. The Indemnity Bond has to be executed as per our specimen.

8.0 **Volume of Work:**

No guarantee can be given as to the definite volume of work which will be entrusted to the Service Provider at any time or during the period of the Contract. The requirement of workforce purely depends upon the activities of the ISAC. The mere mention of the number of Work Force against this Contract does not by itself confers the right on the Service Provider to demand that work relating to or any item thereof, should necessarily or exclusively be entrusted to the Service Provider.

9.0 **Earnest Money Deposit:**

The Bid should be accompanied with an Earnest Money Deposit [EMD] for a sum of Rs. 5,00,000/- [Rupees Five Lakhs Only]. Registered vendors or 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 payment of EMD. The EMD shall be submitted along with the Technical Bid in a separate sealed cover superscribing “Earnest Money Deposit” mentioning the Tender reference number.

The EMD shall be submitted in one single instalment through Demand Draft/Bankers Cheque/Fixed Deposit Receipts or Bank Guarantee from any of Nationalized/Scheduled Banks. The EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the Contract.

The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the Tender in any respect within the validity period of the Tender.
Any Tender not accompanied with EMD shall be treated as invalid Tender and rejected. Vendors seeking the exemption from payment of EMD shall submit necessary proof like registration number, valid Entrepreneur Memorandum Part-II signed by General Manager, District Industries Centre or National Small Industries Corporation [NSIC] Registration Certificate along with your offer.

In order to avail of the benefits extended by Government of India to the Micro and Small Enterprises [MSEs], please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by General Manager, District Industries Center or National Small Industries Corporation [NSIC] Registration Certificate along with your offer. The facilities/ benefits will be extended as per orders issued by Ministry of MSME, Government of India, New Delhi or any instructions issued from time to time.

10.0 **Security Deposit:**

The Successful vendor shall execute Security Deposit [SD] for 10% of the value of the Purchase Order/Contract towards satisfactory execution of the Purchase Order/Contract. The Security Deposit shall be executed through Demand Draft/Bankers Cheque/Fixed Deposit Receipts or Bank Guarantee issued by a Nationalized Bank/Scheduled Bank valid till the Purchase Order/Contract is completely executed. The BG shall be executed on a Non-judicial stamp paper of appropriate value as per our specimen.

In case the vendor fails to furnish the Security Deposit within 20 days after the receipt of PO or on signing of the Contract or any extension thereof, the Purchase Order/ Contract shall be cancelled or terminated. The EMD if any executed shall be forfeited and appropriate penal action shall be initiated.

The Security Deposit will not carry any interest and shall be returned after completion of all the obligations of the Contract.

Central Public Sector Undertakings [PSUs]/Public Sector Enterprises [PSEs]/Autonomous Bodies are exempted from payment of Security Deposit [SD], and instead, an Indemnity Bond shall be executed in lieu of SD.

11.0 **Jurisdiction:**

The Courts within Bangalore will have the Jurisdiction to deal with and decide any matter arising out of this Contract.

12.0 **Applicable Law:**

The Contract shall be interpreted, construed and governed by the Laws of India.
13.0 **Arbitration:**

In the event of any dispute or difference arising out of or in connection with this order, such dispute or difference shall be settled amicably by mutual consultation or through the good offices of the respective parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator in accordance with the rules and procedures of the Arbitration and Conciliation Act of 1996 or any re-enactment or modification thereof. The decision of the Arbitrator shall be final and binding upon the parties and the expenses for the arbitration shall be paid as may be determined by the Arbitrator.

The Arbitrator may with the consent of both the parties extend the time for making the Award. The Arbitration shall be held at Bangalore, India.

14.0 **Focal Point:**

The Focal Point of ISAC shall be identified while finalizing the Contract.

15.0 **Compensation for Damages caused for Persons Goods, Property:**

The Service Provider shall indemnify and hold harmless, ISAC and/or any Officer, Employees or assignee thereof, against any loss, damage or expense resulting from damage to property or personnel injury arising out of willful misconduct or gross negligence of the Service Provider or their personnel in the execution of the work under this Contract. The Service Provider shall, at its expense defend any suit or proceedings brought against ISAC on account thereof, and shall satisfy all judgments and pay all expenses, which may be incurred by or rendered against them, or any of them in connection therewith.

ISAC shall not be responsible of any damages, loss, claims, financial and other injury for any workforce in course of their performance of their duties or for payment towards any compensation.

16.0 **Subletting of Contract:**

The Contract shall not be sublet, transferred or assigned to any other firm without the prior written permission of ISAC. **Also, under no circumstances shall the Contract be split between two parties.**
17.0 **Termination and Short Closing of Contract:**

17.1 Under the normal circumstances, termination/ short closing of the Contract is not foreseen. However, in case of repeated non performance of the PO/Contract, ISAC reserves the right to:

i. Terminate the P.O/Contract wholly or partly by giving 30 days prior notice due to repeated non-performance in the execution of P.O/Contract.

ii. Terminate the P.O/Contract wholly or partly if the contractor fails to perform any other obligations under this P.O/Contract.

iii. Terminate the P.O/Contract if the Contractor becomes bankrupt or otherwise insolvent.

iv. Terminate the P.O/Contract owing to deficiency of service, breach of Contract.

v. Terminate the P.O/Contract for inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.

17.2 Both the parties reserve the right to terminate the Contract wholly or partly at any time by giving 30 days prior notice without assigning any reasons.

18.0 In case of leave or absenteeism of any workforce for a period exceeding fifteen days, the Service Provider shall arrange for suitable replacement. The workforce shall avail leave with the prior consent of the Focal Point, ISAC and keep the Service Provider informed of availing leave. Whenever, the workforce proceeds on leave for more than fifteen days, the identity card issued to the workforce should be deposited with ISAC Administration. The workforce shall not be entitled to any paid leave by ISAC even on medical grounds.

19.0 ISAC shall be at liberty to withhold/deduct any part or full amount from Security Deposit in case of any failure on the part of the service provider to make good any loss/damage caused to the property or personnel injury of ISAC by the workforce. The decision of ISAC on this shall be final and binding on the Service Provider.

20.0 In case, the Service Charges are equal between vendor-to-vendor, the decision of ISAC is final. *If Service Provider/Firm quotes “NIL” Service Charges/Consideration, the bid shall be treated as unresponsive and will not be considered.*

21.0 **Terms and Conditions or Clauses not covered in this document:**

Any other terms, conditions or clauses not covered in this document shall be in accordance with the concerned Labour and other statutory rules/acts.
Annexure – A

ISRO SATELLITE CENTRE
BANGALORE

1. Name of Service Provider/ Tendering Company/Firm/Agency
   : ________________________________
   : ________________________________
   : ________________________________

2. Name of Proprietor/Director of Company/Firm/Agency
   : ________________________________
   : ________________________________
   : ________________________________

3. Full Address of Regd. Office
   : ________________________________
   : ________________________________
   : ________________________________
   Telephone & Mobile No.
   : ________________________________
   Fax No.
   : ________________________________
   E-mail Address
   : ________________________________

4. Full address of Operating/ Branch Officer
   : ________________________________
   : ________________________________
   : ________________________________
   : ________________________________
   Telephone & Mobile No.
   : ________________________________
   FAX No.
   : ________________________________
   E-mail Address
   : ________________________________
5. Name and Mobile no. of the Contract Person representing the Service Provider: ____________________________

6. PAN/GIR No.: ____________________________

7. Service Tax Registration No.: ____________________________

8. E.P.F Registration No.: ____________________________

9. E.S.I Registration No.: ____________________________

10. Give details of the major similar nature and magnitude of the contract handled by the tendering/Firm/Agency during the last 03 years in the following format:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Details of client along with Address, Telephone and Fax number</th>
<th>Amount of Contract (Rs. In lakh)</th>
<th>Duration of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>From</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Authorised Signatory with Seal]

Full Name: 
Date: 
Place: 
### AMC for Operation and Maintenance of Canteen at ISAC and ISITE Campus for a Period of 02 years

**NO. ISCO 2015 0 31341 01**

**ANNEXURE-B**

<table>
<thead>
<tr>
<th>SL.NO</th>
<th>Category</th>
<th>Total Hours (For 02 Years)</th>
<th>Rate Per Hour (In Rs.)</th>
<th>Total (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Catering Supervisor</td>
<td>1,200</td>
<td>93.75</td>
<td>1,250.00</td>
</tr>
<tr>
<td>b</td>
<td>Specialized Cook</td>
<td>1,080</td>
<td>106.25</td>
<td>1,147.50</td>
</tr>
<tr>
<td>c</td>
<td>Supervisor and Highly Skilled Cook</td>
<td>8,600</td>
<td>60.87</td>
<td>523,482.00</td>
</tr>
<tr>
<td>d</td>
<td>Helper (Semi Skilled)</td>
<td>23,200</td>
<td>50.80</td>
<td>1,178,560.00</td>
</tr>
<tr>
<td>e</td>
<td>Helper (Unskilled)</td>
<td>11,520</td>
<td>46.00</td>
<td>5,29,920.00</td>
</tr>
</tbody>
</table>

**Sub Total of E** 24,59,212.00

**Sub Total of A To E** 3,92,03,244.10
<table>
<thead>
<tr>
<th>SL No.</th>
<th>Category</th>
<th>Service charges Per Person Per Month (In Rs.)</th>
<th>Total No. of Persons Per Month</th>
<th>No. of Months</th>
<th>Total (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>CATERING SUPERVISOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>SPECIALIZED COOK</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>SUPERVISOR [ORDINARY]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>COOK [HIGHLY SKILLED]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>HELPER [SEMI SKILLED]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>HELPER [UNSKILLED]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal of F

<table>
<thead>
<tr>
<th>G</th>
<th>TOTAL FROM A TO F</th>
<th></th>
<th>To Be Filled By Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>H</td>
<td>SERVICE TAX</td>
<td></td>
<td>To Be Filled By Tenderer</td>
</tr>
<tr>
<td></td>
<td>Service Tax Extra @ 14.5% on &quot;G&quot;</td>
<td></td>
<td>To Be Filled By Tenderer</td>
</tr>
<tr>
<td>I</td>
<td>GRAND TOTAL FROM A TO H</td>
<td></td>
<td>To Be Filled By Tenderer</td>
</tr>
</tbody>
</table>

1) The Service Provider should indicate the Service Charges only in terms of Fixed Amount and the same shall be Firm and Fixed during the currency of the Contract. If Service Provider/Firm quotes "NIL" Service Charges/Consideration, the bid shall be treated as unresponsive and will not be considered. The Service Provider shall not indicate/quote the Service Charges in Terms of Percentage or in other manner.
2) Service Charge shall include Uniforms, Soaps, Towels, Service coats and caps and Rexin Apron. No separate charges shall be given for the above.
DECLARATION

(On the letterheads of Agency/Firm of the Service Provider)

1. I, ____________________________________________Son/Daughter/Wife of
Shri. ____________________________________________Proprietor/Director/Auto
horized signatory of the Agency/Firm, am competent to sign this declaration and
execute this tender documents.

2. I have carefully read and understood all the terms and conditions of the tender for
providing workforce to ISAC and undertake to abide by them.

3. The information/documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact
that furnishing of any false information/fabricated document would lead to rejection of
my/our tender at any stage besides liabilities towards prosecution under appropriate
law.

4. I agree to pay the Wages to the workforce in time as prescribed by ISRO, ISAC and
remit EPF and ESI or Mediclaim Policy of both Employee’s as well as Employer’s
without fail to the concerned government authorities regularly.

5. I also agree to abide by all the statutory requirements as prevailing from time to time.

6. I will also agree to depute workforce to ISAC whose character and antecedents are
verified through record check.

[Authorised Signatory with Seal]

Full Name:
Date:
Place:
Annexure – D

UNDEUTAKING

(On the letterheads of Agency/Firm of the Service Provider)

I/We hereby Undertake that our Company/Firm do not have any legal suit/criminal case either pending against me/us/proprietor or any of our Directors (in the case of Company) or being contemplated and have not been earlier convicted on the grounds of moral turpitude or for violation of laws in force.

[Authorised Signatory with Seal]

Full Name:
Date
Place:
<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Particulars</th>
<th>Yes /No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Please provide a copy of Establishment Registration Certificate for providing Manpower for Catering Services.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Please provide copy PAN /GIR card.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Copy of last 3 years IT return filed by the agency.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Service Tax Registration Certificate.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>E.P.F Registration Letter/Certificate</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>E.S.I Registration Letter/Certificate.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Financial Statements like Profit &amp; Loss Account, Balance Sheet etc., in support of financial turnover of the agency.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Statement of Bank A/C for the last financial year in the name of the Company/Agency.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>The Service Provider should have executed similar nature of Contract for supply of workforce in ISRO or any other reputed Agencies for the last 3 years. Proof of the same need to be furnished along with the Technical Bid.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Signed declaration as per Annexure-C.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Undertaking by the Contracting Company/Firm/Agency that the contracting Company/Firm/Agency is having no legal suit/criminal case either pending against its proprietor or any of its Directors(in the case of Private Ltd, Company) or being contemplated and having not been earlier convicted on grounds of moral turpitude or for violation of laws in force as per Annexure-D</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Earnest Money Deposit</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Security Deposit</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Indemnity Bond</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Non Disclosure Agreement</td>
<td></td>
</tr>
</tbody>
</table>

[Authorised Signatory with Seal]
INSTRUCTIONS TO TENDERERS [TWO-PART TENDERS]

Quotations against this tender are being called for in Two Parts. They are:

Part - I :   (a) Technical & (b) Commercial
Part – II :   Price

Please go through the following instructions as to how you have to prepare your offer and sent to use to become a valid tender.

Part – I:

(a) Technical & (b) Commercial part :

(a) Technical :

The specifications offered by you for the product in response to our tender are required to be incorporated in this tender by you. If there is a compliance statement called for, you have to provide the compliance statement duly confirming all the parameters of the product offered by you. All the points are to be properly responded with the specifications of the product instead of simply mentioning “compliant” or otherwise. The corresponding data sheets, tests results, brochures wherever applicable are required to be enclosed in support of the specifications offered by you.

(b) Commercial :

The Commercial terms applicable for this tender such as delivery terms, delivery period, applicability of packing, forwarding, freight charges, installation charges, commissioning charges, training period, training charges, warranty period, submission of bank guarantees, validity of offer etc shall come in this section. The applicable taxes and duties or requirement of duty exemption certificates also shall be indicated in this part. In case a questionnaire is provided to be filled by you with the information, you are required to do so. A copy of the price offer by masking the prices shall be enclosed to the Technical and Commercial part (Part-I) to clearly understand as to whether you have provided the prices as desired by the tender documents.

The Technical and Commercial part prepared as above has to be enveloped and super scribed as follows and sealed.

<table>
<thead>
<tr>
<th>Ref No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due Date :</td>
</tr>
<tr>
<td>Part – I (Technical and Commercial part)</td>
</tr>
</tbody>
</table>

To
The Head,
Purchase & Stores Division

From : ________________________
**Part – II:**

**Price Part:**

The prices applicable for the product per the specifications and for the commercial terms indicated by you in Part-I, shall come into this part. Apart from the cost of the items, packing charges, forwarding charges, freight charges (if applicable), installation and commissioning, training charges etc shall come in this part. The taxes and duties applicable also shall come in this part. In case a format is provided to give the prices, the same shall be filled and attested by you.

The price part prepared as above has to be enveloped and super scried as follows and sealed:

```
Ref No:
Due Date:
Part – II (Price Part)

To
The Head,
Purchase & Stores Division

From: ________________________
```

The Part-I (Technical and Commercial Part) cover and the Part-II cover (Price part) prepared as above shall be inserted in another envelope and super scried as follows and sealed.

```
Ref No:
Due Date:
Part-I & Part-II are kept inside and individually sealed

To
The Head,
Purchase & Stores Division

From: ________________________
```

The tender prepared as above shall be delivered to the addressee so that they receive the tender before the due date and time. The offers received after the due date and due time shall be summarily rejected and will not be considered.
DESCRIPTION: SERVICE CONTRACT FOR PROVIDING REPROGRAPHIC ASSISTANTS AND REPROGRAPHIC SUPERVISOR AT ISAC AND ISITE

QUANTITY: AS PER ENCLOSURE
ISRO Satellite Centre
Bangalore

Service Contract for Providing Reprographic Assistants and Reprographic Supervisor at ISAC and ISITE

1.0 Preamble:

ISRO Satellite Centre [ISAC] is located at Old Airport Road, Vimanapura Post, Bengaluru-560 017.

ISRO Satellite Integration and Test Establishment, [ISITE] is located at Marathahalli, Bengaluru -560037.

The Service Provider shall submit:

- Service Provider Details as per Annexure-A.
- Service Provider has to submit Price Bid in a separate sealed cover as per Annexure-B.
- Service Provider Declaration Form as per Annexure-C.
- Service Provider Declaration stating that no court case is either pending/or being contemplated against the Proprietor or Company as per Annexure-D.
- Service Provider has to submit Compliance Statement as per Annexure-E.
- Secrecy and Non-Disclosure Agreement as per Annexure-F.
- This is a Two Part Tender. Please quote in two parts. Special Instructions for 2 Part Tender as per Annexure-G.

2.0 Pre-bid Conference:

A Pre-Bid meeting is arranged by ISRO Satellite Centre, Bengaluru in order to have a better understanding of our Invitation to Tender document, clarify doubts if any, and other allied technical details. The interested Vendor[s] is hereby requested to take part in the Pre-Bid meeting on the Date, Time and Venue mentioned here below:-

Date of Pre-bid Meeting:

Time: 13.06.2016
Venue: ISRO Satellite Centre, Purchase Conference Hall
HAL Airport Road,
Vimanapura Post,
Bengaluru – 560 017.
Focal Point:
Shri. K.A.Nagaraja
SAO, Recruitment
ISRO Satellite Centre,
HAL Airport Road,
Vimanapura Post,
Bengaluru – 560 017.
Contact No. 080 2508 4107
E-mail: kanagraj@isac.gov.in

Last date for submission of Two Part Bids: 28.06.2016 @14.00hrs

Opening date of Two Part Bids: 28.06.2016 @15.00hrs

Interested Vendor[s] may please provide the details of the representative[s] taking part in
the Pre-Bid meeting well in advance in order to arrange for Security clearance.

Please note that request for “preponement/postponement of Pre-Bid meeting” will not be
entertained under any circumstances.

The Tenderers who do not participate in the Pre-Bid conference will not be
considered and shall be disqualified.

3.0 Scope of work:

3.1 The Services of workforce will be required every day as per the requirements of
Focal Point, ISAC.

[A] Reprographic Assistants:
- Taking of photo copies of letters, reports, documents, files, etc., collecting,
  arranging circulation/distribution etc.
- Movement of documents etc.
- Necessary support to the Officers and Staff Members.
- Specific work, if any, given by the Officers and Staff Members.

[B] Reprographic Supervisor:

Deployment of the Reprographic Assistants to the identified places and
general supervision of their conduct, behavior and liaison with the Administrative
Officer, ISAC, on day-to-day basis regarding the deployment of the services.

4.0 Qualification:

Reprographic Supervisor: Minimum of Bachelor’s Degree in any field with
adequate knowledge of Labour Laws and one year Supervisory experience.
5.0 **Terms and Conditions:**

5.1 The Service Provider shall be bound by the details furnished by him/her to ISAC while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of the Contract.

5.2 The Service Provider shall comply with statutory rules connected with Contract Labour (Regulation and Abolition) Act 1970, Central Rules 1971, Employees Provident Fund Act, Employees State Insurance Act, Payment of Wages Act, Workmen’s Compensation Act and shall submit necessary registration documents whenever called for.

5.3 The Contract is valid for 24 months. If the services are found satisfactory, the Contract is extendable for one more year on the same terms and conditions upon mutual consent. However, ISAC, reserves the right to curtail duration of Contract by giving 30 days prior notice.

5.4 The successful tenderer shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this Contract to any other agency without the prior written consent of ISAC. Also, under no circumstances shall the Contract be split between two parties.

5.5 The Character and Antecedents of the workforce deployed shall be got verified through record check by the Service Provider from the concerned Police authorities, and submit the Original Police Report to ISAC.

5.6 ISAC/ISITE being a High Security area, the Service Provider, if selected, will be required to follow the security requirements such as possessing a valid pass/ID card for the workforce while entering the campus, maintaining high order of discipline while on duty and ensuring that only the workforce whose character and antecedents are verified beforehand are employed.

5.7 The agency shall identify and nominate a coordinator who would be the Contact Person for ISAC to ensure providing uninterrupted service and satisfactory performance of the Contract.

6.0 **Liabilities, Control etc. of the persons deployed:**

6.1 The workforce will be required to perform duty during the normal working hours of ISRO/ISAC from 8.30 A.M to 5.00 P.M with half-an-hour lunch break. The number of working days in a month shall be Maximum of 26 days. However, if the service is provided on Sundays/General Holidays, the payment shall be made on pro-rata basis (rounded off to the nearest rupee will be allowed for the additional service). Daily wage is admissible for National Holidays falling on a working day.
6.2 The Service Provider shall maintain his own Attendance Register and the workforce reporting for work shall sign the attendance register duly indicating arrival and departure time regularly and a certified copy of the same be submitted along with bills while claiming monthly payment.

6.3 The workforce deployed shall reach the work spot well in time and strictly follow the rules and regulations regarding safety and security of this office.

6.4 The workforce engaged shall attend for duties by making their own transport arrangement and ISAC shall not pay conveyance charges. The Service Provider shall have his First Aid Kit at the designated place in ISAC/ISITE for the use of his workforce.

6.5 The Bio-data and two copies of stamp size photographs of workforce who will be deployed to attend the service shall be sent to identify “Focal Point’ in ISAC for arranging necessary entry passes to the persons.

6.6 The workforce, once approved for the service, shall not be changed without the prior concurrence of identified ‘Focal Point’ in ISAC.

6.7 The persons deployed are not authorized to communicate any official information they may come across during their working in the office.

6.8 The Service Provider shall be solely responsible for any theft, pilferage or misbehavior is committed by any of his workforce engaged for carrying out the work.

6.9 In case, the person[s] deployed by the Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Service Provider shall be liable to take appropriate disciplinary action against such persons, including their removal from the duty. The Service Provider shall replace immediately any of its workforce who is/are found unacceptable because of security risks, incompetence, conflict of interest improper conduct etc., upon receiving written notice from ISAC.

7.0 Legal:

7.1 The Service Provider shall be responsible for compliance of all statutory provisions relating to Contract Labour [Regulation and Abolition] Act, 1970 and (Central) Rules, 1971, Minimum Wages, Provident Fund and Employees State Insurance etc., in respect of the workforce deployed at ISAC/ISITE.
7.2 The Service Provider shall also be liable for depositing all statutory taxes; levies; cess etc., on account of service rendered to ISAC/ISITE to the concerned authorities from time to time as per the extant rules and regulations on the related subject.

7.3 The Service Provider shall maintain all statutory registers under the applicable law. The Service Provider shall produce the same, on demand, to the concerned authority of ISAC or any other authority under the law.

7.4 The Income Tax at source [TDS] shall be deducted as per the provisions of Income Tax Act as amended from time to time. Please mention PAN.

7.5 In case, the Service Provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, if ISAC/ISITE is put into any loss/obligation, monetary or otherwise, ISAC shall have the right to recover such liability from the Service Provider.

7.6 The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to workforce deployed by him, ISAC shall, in no way, be responsible for the settlement of such disputes.

7.7 ISAC/ISITE shall not be responsible for any damages, losses, claims, financial or other injury to any of the workforce deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

7.8 The Service Provider shall be responsible for any loss or damage caused to ISAC/ISITE property/personnel due to the negligence of the workforce and shall make good the losses.

7.9 For all intents and purposes, the Service Provider shall be “Employer” within the meaning of different Labour Legislations in respect of the workforce deployed by the Service Provider at ISAC. The workforce deployed by the Service Provider in ISAC/ISITE shall not have any claim whatsoever of MASTER and SERVANT relationship nor have any PRINCIPAL and AGENT relationship with or against ISAC/ISITE.

7.10 In case, of termination of the Contract on its expiry or otherwise, the workforce deployed by the Service Provider shall not be entitled to and will have no claim whatsoever for any kind of regular employment in ISRO/ISAC.

7.11 The workforce deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual adhoc, regular/confirmed employees of ISAC/ISITE during the currency or after the expiry of the Contract.

8.0 Financial: 

8.1 The workforce shall be paid the wages as prescribed at Annexure-B. The Service Provider should pay the agreed upon wages in full to his workforce as per the Contract. It may specifically be noted that Predatory Pricing shall not be accepted and the
bids not meeting even the basic cost of input. i.e. unreasonably low prices to undercut and obtain the contract are liable to be ignored in order to obtain quality products/services.

8.2 The Reprographic Assistant and Reprographic Supervisors engaged by the contractor shall be paid a minimum of Rs. 470/- (Rupees Four Hundred and Seventy only) per day per person and Rs. 600/- (Rupees Six Hundred only) per day per person of service all-inclusive respectively. The Service Provider should pay the agreed upon wages to his workforce in full as per the Contract. The wages payable to the workforce are fixed by the ISAC which is subject to revision from time to time. However, the service charge shall remain the same. If service is not provided on other General Holidays, no wage will be payable.

8.3 If the service is provided after Office hours or on a Sunday/General Holiday, payment on pro-rata basis (@ Rs.58.75/- per Hour for Reprographic Assistants and Rs.75/- per Hour for Reprographic Supervisor (> 30 minutes will be reckoned as one hour and < 30 minutes will be ignored) will be allowed appropriately for such additional service. However, the payment for additional service shall not exceed 50 Hours Per month for each Reprographic Assistants/Reprographic Supervisor.

8.4 ISAC will make the payment of Employer’s Contribution towards EPF and ESI as per the prevailing rates. Employee’s contribution of EPF and ESI has to be borne by the workforce deployed by the Service Provider and ISAC will not pay any contribution in this regard.

8.5 In case, ISAC requires additional workforce for shorter duration over and above the quantum of workforce, the Service Provider must be in a position to provide extra workforce at agreed rate on per day basis for sporadic nature of work.

8.6 The Service Provider should provide 2 [Two] sets of Stitched Uniforms per person per year for 02 years (Rs. 1000 per Set). The cost towards stitched uniform shall be borne by the Service Provider. The Stitched Uniforms shall be issued to the concerned workforce in presence of Focal Point or his Authorized Officer, ISAC. Please take note of this aspect while submitting the quotation.

8.7 The Service Provider has to deploy a maximum of 150 Reprographic Assistant and 01 (one) Supervisor per day failing which, a penalty to the extent of Service Charges per day per person will be recovered from the Service Provider for every short supply. The manpower requirement may increase/decrease on any given day during the validity of the Contract and the Service Provider is liable to provide excess staff if required, and identified “Focal Point” in ISAC reserves the right to reduce the manpower if need arises.

8.8 In case, of a person deployed coming late or going early twice a week, one day’s wages shall be deducted from the total wages payable. If the late coming or early going persists for a period exceeding 5 days consecutively, the services of the individual shall be discontinued by the Service Provider, and a suitable replacement be provided.
immediately. The identified “Focal Point” in ISAC shall intimate to the Service Provider or his representative in this regard.

8.9 Payment shall be made on monthly basis on receipt of Invoice/Bill which is duly certified by the identified Officer in ISAC and submitted to Accounts Officer, ISAC together with the following documentary proof. The Invoice/Bill shall indicate separately:

- Wages payable to workforce deployed.
- Employer’s contribution towards EPF and ESI.
- Service Charge to the Service Provider.
- Service Tax as applicable.

The supporting documents which should be submitted by Service Provider along with Bill/Invoice are:

i. Proof of payment of wages made to the workforce for the preceding month for which receipt is submitted.

ii. Proof of remittance of both Employee’s and Employers contribution towards EPF and ESI made for the preceding month including the statements containing the names of the workforce deployed, Account Numbers, Contribution paid and

iii. Proof of Service Tax paid for the preceding month towards bill amount received from ISAC.

At the discretion of this office, ISAC shall hold up a requisite portion/whole of the bill amount till such proof is furnished.

8.10 The Service Provider shall be under complete obligation to provide any other related document called for by ISAC from time to time.

8.11 ISAC shall make payment to the Service Provider with regard to wages for the previous month during the succeeding month against production of bill/invoice together with the above mentioned documentary proof.

8.12 The Service Provider shall strictly adhere to all laws relating to the Employment of labour. The Service Provider shall make the payment to the workforce deployed by 7th of the succeeding month by any one of the following modes:

i. If the payment is by cash to the workforce deployed, in the presence of one Identified representative each from Administration and Accounts Division of ISAC.

ii. If the payment is made through ECS, the Service Provider shall complete the payment through ECS by 5th of the succeeding month and submit necessary proof from his banker to identified Focal Point in ISAC towards the payment
made for preceding month along with the Bill/Invoice and other documentary proof.

iii. If the payment is made by cheque, the Service Provider shall make the payment to the workforce deployed, in the presence of the identified Officer, before 3rd of the succeeding month.

Whichever the mode of payment is opted, the Service Provider should issue a signed wage slip/statement on the letterhead to the workforce containing details such as number of days present, wages payable, recoveries made etc.,

8.13 In case, the Service Provider fails to make payment to the workforce deployed by 7th of the succeeding month as mentioned above and not remitted the amount related to ESI and EPF to the concerned authorities, ISRO reserves the right to make alternate arrangements for such payments and recover the amount so paid from the Service Provider either by deduction of any amount payable to the Service Provider under the work order/service Contract or any other work order/service Contract placed on the Service Provider by ISAC/ISRO Centres/Units or as debt payable by the Service Provider, and no notice shall be issued for such payment by ISAC.

8.14 The Service Provider shall issue PF and ESI cards to his entire workforce. ISAC shall verify the PF and ESI cards issued and also whether regular payments are being made to the concerned authorities in respect of the workforce deployed by the Service Provider under this Contract.

8.15 The Service Provider, in the presence of the identified Focal Point in ISAC shall distribute the PF statements to each of the workforce deployed and submit a copy as proof once in 06 months to Accounts Officer, ISAC.

8.16 The Service Provider shall obtain a valid licence under the Contract Labour Regulation and Abolition, Act 1970 with revisions and Central Rules 1971 with revisions if any and produce the same to ISAC within 03 months after receipt of Order. The Labour License shall be valid till the completion of Contract.

9.0 **Parallel/Adhoc Contract:**

ISAC reserves the right to enter into parallel/adhoc Contract[s] with one or more Service Providers during the currency of the Contract for availing the same or similar service.

10.0 **Indemnity Bond:**

The Service Provider shall indemnify ISAC on Rs. 200/- Non Judicial Stamp Paper against any action, claims or proceedings relating to infringement of all or any of the prevailing laws like Workmen Compensation Act 1923, Contract Labour Regulation and
Abolition Act 1970 and Central Rules 1971, EPF Act, ESI Act, Industrial Dispute and any other Acts specifically not mentioned during the currency of the Contract. The Indemnity Bond has to be executed as per our specimen.

11.0 **Volume of Work:**

No guarantee can be given as to the definite volume of work which will be entrusted to the Service Provider at any time or during the period of the Contract. The requirement of workforce purely depends upon the activities of the ISAC/ISITE. The mere mention of the number of Work Force against this Contract does not by itself confers the right on the Service Provider to demand that work relating to or any item thereof, should necessarily or exclusively be entrusted to the Service Provider.

12.0 **Earnest Money Deposit:**

The Bid should be accompanied with an Earnest Money Deposit [EMD] for a sum of Rs. 5,00,000/- [Rupees Five Lakh Only]. Foreign vendors, registered vendors or 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 payment of EMD. The EMD shall be submitted along with the Technical Bid in a separate sealed cover superscribing “Earnest Money Deposit” mentioning the Tender reference number.

The EMD shall be submitted in one single instalment through Demand Draft/Bankers Cheque/Fixed Deposit Receipts or Bank Guarantee from any of Nationalized/Scheduled Banks. The EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the Contract.

The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the Tender in any respect within the validity period of the Tender.

Any Tender not accompanied with EMD shall be treated as invalid Tender and rejected. Vendors seeking the exemption from payment of EMD shall submit necessary proof like registration number, valid Entrepreneur Memorandum Part-II signed by General Manager, District Industries Centre or National Small Industries Corporation [NSIC] Registration Certificate along with your offer.

In order to avail of the benefits extended by Government of India to the Micro and Small Enterprises [MSEs], please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by General Manager, District Industries Center or National Small Industries Corporation [NSIC] Registration Certificate along with your offer. The facilities/ benefits will be extended as per orders issued by Ministry of MSME, Government of India, New Delhi or any instructions issued from time to time.
13.0 **Security Deposit:**

The Successful Service Provider(s) shall execute Security Deposit [SD] for 10% of the value of the Purchase Order/Contract towards satisfactory execution of the Purchase Order/Contract. The Security Deposit shall be executed through Demand Draft/Bankers Cheque/Fixed Deposit Receipts or Bank Guarantee issued by a Nationalized Bank/Scheduled Bank valid till the Purchase Order/Contract is completely executed. The BG shall be executed on a Non-judicial stamp paper of appropriate value as per our specimen.

In case the Service Provider fails to furnish the Security Deposit within 30 days after the receipt of PO or on signing of the Contract or any extension thereof, the Purchase Order/Contract shall be cancelled or terminated. The EMD if any executed shall be forfeited and appropriate penal action shall be initiated.

The Security Deposit will not carry any interest and shall be returned after completion of all the obligations of the Contract.

Central Public Sector Undertakings [PSUs]/Public Sector Enterprises [PSEs]/Autonomous Bodies are exempted from payment of Security Deposit [SD], and instead, an Indemnity Bond shall be executed in lieu of SD.

14.0 **Jurisdiction:**

The Courts within Bangalore will have the Jurisdiction to deal with and deciding any matter arising out of this Contract.

15.0 **Applicable Law:**

The Contract shall be interpreted and construed and governed by the Laws of India.

16.0 **Arbitration:**

In the event of any dispute or difference relating to the interpretation and application of the Contract, such dispute or difference shall be settled amicably by mutual consultations of the good offices of the respective parties. If such a resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed by Director, ISAC, in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 or any modification thereof. The decision of the Arbitrator shall be final and binding on both the parties. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in Bangalore.

17.0 **Focal Point:**

Administrative Officer (RMT), ISAC or any authorized officer of ISAC is identified as Focal Point to operate and manage this Contract on behalf of ISAC. The Focal Point will give necessary briefing to the workforce to carry out the duties assigned on a
daily/weekly/monthly basis and the workforce shall perform such duties without fail. The responsibility to ensure that the workforce obey and comply with such instruction will be that of the Service Provider.

18.0 **Compensation for Damages caused for Persons Goods, Property:**

The Service Provider shall indemnify and hold harmless, ISAC and/or any Officer, Employees or assignee thereof, against any loss, damage or expense resulting from damage to property or personnel injury arising out of willful misconduct or gross negligence of the Service Provider or their personnel in the execution of the work under this Contract. The Service Provider shall, at its expense defend any suit or proceedings brought against ISAC on account thereof, and shall satisfy all judgments and pay all expenses, which may be incurred by or rendered against them, or any of them in connection therewith.

ISAC shall not be responsible for any damages, loss, claims, financial and other injury for any workforce in course of their performance of their duties or for payment towards any compensation.

19.0 **Subletting of Contract:**

The Contract shall not be sublet, transferred or assigned to any other firm without the prior written permission of ISAC.

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

20.1 Under the normal circumstances, termination/ short closing of the Contract is not foreseen. However, in case of repeated non performance of the PO/Contract, ISAC reserves the right to:

i. Terminate the P.O/Contract wholly or partly by giving 30 days prior notice due to repeated non-performance in the execution of P.O/Contract.

ii. Terminate the P.O/Contract wholly or partly If the contractor fails to perform any other obligations under this P.O/Contract.

iii. Terminate the P.O/Contract If the Contractor becomes bankrupt or otherwise insolvent.

iv. Terminate the P.O/Contract owing to deficiency of service, breach of Contract.

v. Terminate the P.O/Contract for inefficiency, indiscipline, irregularity, insincerity, indifference in work, disobedience, doubtful credentials/integrity, etc., at any point of time during the Contract period.

20.2 ISAC reserves the right to terminate the Contract wholly or partly at any time by giving 30 days prior notice without assigning any reasons.
20.3 The Contractor/Service Provider should be in possession of the valid License till the expiry of the Contract and made liable for renewing the License before its expiry and produce the copy to principal employer, ISAC. If the Contractor/Service Provider fails to renew the license before the due date, the Contract is liable for termination.

21.0 **Terms and conditions or clauses not covered in this document:**

Any other terms, conditions or clauses not covered in this document shall be in accordance with the concerned Labour and other statutory rules/acts.

(Authorised Signatory with Seal)

Date:

Place:
ANNEXURE - A

ISRO SATELLITE CENTRE
BANGALORE

1. Providing Man Power Service to ISRO Satellite Centre, HAL Airport Road, Bangalore

2. Name of Service Provider/ Tendering Company/Firm/Agency
   : __________________________________________
   : __________________________________________

3. Name of Proprietor/Director of Company/Firm/Agency
   : __________________________________________
   : __________________________________________

4. Full Address of Regd. Office
   : __________________________________________
   : __________________________________________
   : __________________________________________
   Telephone & Mobile No. : ___________________
   Fax No. : __________________________________
   E-mail Address : ___________________________

5. Full address of Operating/ Branch Officer
   : __________________________________________
   Telephone & Mobile No. : ___________________
   FAX No. : __________________________________
   E-mail Address : ___________________________
6. Name and Mobile no. of the Contract Person representing the Service Provider:
   : _______________________________________
7. PAN/GIR No.:
   : _______________________________________
8. Service Tax Registration No.:
   : _______________________________________
9. E.P.F Registration No.:
   : _______________________________________
10. E.S.I Registration No.:
    : _______________________________________
# Annexure-B

## ISCO 2015-0-233010-01

**Price Bid Format**

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Category</th>
<th>No. of Days</th>
<th>Per Day Rs.</th>
<th>Per Person Per Month Rs.</th>
<th>No. of Persons</th>
<th>No. of Month S</th>
<th>Total (Rs.)</th>
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<tr>
<td><strong>A</strong></td>
<td><strong>Wages</strong></td>
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<td>1</td>
<td>Reprographic Assistants</td>
<td>26.00</td>
<td>470.00</td>
<td>12,220.00</td>
<td>150.00</td>
<td>24.00</td>
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<td>Reprographic Supervisor</td>
<td>26.00</td>
<td>600.00</td>
<td>15,600.00</td>
<td>1.00</td>
<td>24.00</td>
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<td><strong>4,43,66,400.00</strong></td>
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<td></td>
<td>Employer's Contribution of EPF @ 13.36% on Sub Total A</td>
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<td>Employer's Contribution of ESI @ 4.75% [Only for Reprographic Assistants]</td>
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<td>Employer's Contribution of ESI @ 4.75% on Overtime Charges [1,40,000hrs X Rs.58.75 per hr for Reprographic Asstt = Rs.82,25,000.00 x 4.75%]</td>
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<td>3,90,687.50</td>
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<td><strong>MEDICLAIM POLICY</strong></td>
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<td>Employer's Contribution for Reprographic Supervisor at 73.08% on Monthly Premium of Rs. 230/- towards Mediclaim Policy [Rs. 230 x 73.08% = Rs. 168 per person per month x 1 Person x 24 Month]</td>
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<td>4,032.00</td>
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<td><strong>D</strong></td>
<td><strong>Overtime Charges</strong></td>
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<td>Overtime charges for a period of 02 Years 1) 1,40,000hrs X Rs.58.75 per hr for Reprographic Asstt = Rs.82,25,000.00 2) [1,200hrs X Rs.75 per hr for Reprographic Supervisor = Rs.90,000] 3) [Reprographic Asstt: Rs.82,25,000.00 + Reprographic supervisor: Rs.90,000.00 = 83,15,000.00]</td>
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<td><strong>83,15,000.00</strong></td>
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<td><strong>Service Charges</strong></td>
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<td>i)</td>
<td><em>Service Charges for Reprographic Assistants (Per Person Per Month x 150 Persons x 24Months)</em></td>
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<td>ii)</td>
<td><em>Service Charges for Reprographic Supervisor = (Per Person Per Month x 1Person x 24Months)</em></td>
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<td><strong>To be filled by Tenderer</strong></td>
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<td>SERVICE TAX</td>
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<td>Service Tax Extra @ 14.5% on Sub Total A+B+C+D+E</td>
<td>To be filled by Tenderer</td>
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</tr>
<tr>
<td></td>
<td>GRAND TOTAL OF A+B+C+D+E+F</td>
<td>To be filled by Tenderer</td>
<td></td>
<td></td>
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</tbody>
</table>

The Service Provider should indicate the Service Charges only in terms of Fixed Amount and the same shall be Firm and Fixed during the currency of the Contract. If Service Provider/Firm quotes “NIL” Service Charges/Consideration, the bid shall be treated as unresponsive and will not be considered. The Service Provider shall not indicate/quote the Service Charges in Terms of Percentage or in other manner. Service Charge shall include Uniforms, No separate charges shall be given for the same.
ANNEXURE – C

DECLARATION

(On the letterheads of Agency/Firm of the Service Provider)

1. I, _________________________________________________________________
   Son/Daughter/Wife of
   Shri. ___________________________________________Proprietor/Director
   /Authorizesignatory of the Agency/Firm, am competent to sign this declaration
   and execute this tender documents.

2. I have carefully read and understood all the terms and conditions of the tender
   for providing Reprographic Assistants & Supervisor to ISAC and undertake to
   abide by them.

3. The information/documents furnished along with the above application are true
   and authentic to the best of my knowledge and belief. I/we, am/are well aware of
   the fact that furnishing of any false information/fabricated document would lead to
   rejection of my/our tender at any stage besides liabilities towards prosecution
   under appropriate law.

4. I agree to pay the Wages, service provides after office hours and/or on Sundays
   and Holidays on pro-rata basis if any to the workforce in time as prescribed by
   ISRO, ISAC and remit ESI and EPF of both Employee’s as well as Employer’s
   without fail to the concerned government authorities regularly.

5. I also agree to abide by all the statutory requirements as prevailing from time to
   time.

6. I will also agree to depute such Reprographic Assistant and Supervisor to ISAC
   whose character and antecedents are verified through record check.

   (Authorised Signatory with Seal)

Full Name:

Date:

Place:
UNDEARTAKING

(On the letterheads of Agency/Firm of the Service Provider)

I/We hereby Undertake that our Company/Firm do not have any legal suit/criminal case either pending against me/us/proprietor or any of our Directors (in the case of Company) or being contemplated and have not been earlier convicted on the grounds of moral turpitude or for violation of laws in force.

(Authorised Signatory with Seal)

Full Name:

Date:

Place:
## Annexure - E

### Compliance Statement

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Particulars</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Please provide a copy of registration certificate for providing man power</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Please provide copy PAN /GIR card.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Copy of latest IT return filed by the agency.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Service Tax Registration Certificate.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>E.P.F Registration letter/Certificate</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>E.S.I Registration letter/certificate.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Financial Statements like Profit &amp; Loss Account, Balance Sheet etc., in support of financial turnover of the agency.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Statement of Bank A/C for the period from January 2013 to December 2013 in the name of the company/agency.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Details of similar work carried out/agreement/PO made by company for the last 1 year along with proof.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Signed declaration as per format given.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Undertaking by the Contracting Company/Firm/Agency that the contracting Company/Firm/Agency is having no legal suit/criminal case either pending against its proprietor or any of its Directors (in the case of Private Ltd, Company) or being contemplated and having not been earlier convicted on grounds of moral turpitude or for violation of laws in force as per format given.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>EMD</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Security Deposit</td>
<td></td>
</tr>
</tbody>
</table>
Note for the Service Provider: For eligibility, all the conditions will be considered. Application of the Contracting Company/Firm/Agency which does not have any earlier experience in the similar Support service will be disqualified.

(Authorised Signatory with Seal)

Date :

Place:
ANNEXURE-F

SECRECY AND NON-DISCLOSURE AGREEMENT

I/We, being ____________________________________________ having its office at _________________________________________ being invited to undertake _______________________________ Contract awarded to us vide Purchase Order.

No: _______________________________ dated (hereinafter referred to as “The Service Provider) by Government of India, Department of Space, ISRO Satellite Centre, Bangalore (hereinafter referred to as “ISAC”), do hereby declare that:-

1. Any information submitted or given by ISAC to me/us shall be treated by me/us in strict confidence.

2. I/We shall not make public any knowledge or information which ISAC shall have disclosed or may hereafter disclose to me/us incident to the placing of any order on us.

Signed by : _______________________________

Name : _______________________________

Designation : _______________________________

**************************************
INSTRUCTIONS TO TENDERERS [TWO-PART TENDERS]

Quotations against this tender are being called for in Two Parts. They are:

Part - I : (a) Technical & (b) Commercial
Part – II : Price

Please go through the following instructions as to how you have to prepare your offer and sent to use to become a valid tender.

Part – I:

(f) Technical & (b) Commercial part :

(a) Technical :

The specifications offered by you for the product in response to our tender are required to be incorporated in this tender by you. If there is a compliance statement called for, you have to provide the compliance statement duly confirming all the parameters of the product offered by you. All the points are to be properly responded with the specifications of the product instead of simply mentioning “compliant” or otherwise. The corresponding data sheets, tests results, brochures wherever applicable are required to be enclosed in support of the specifications offered by you.

(b) Commercial :

The Commercial terms applicable for this tender such as delivery terms, delivery period, applicability of packing, forwarding, freight charges, installation charges, commissioning charges, training period, training charges, warranty period, submission of bank guarantees, validity of offer etc shall come in this section. The applicable taxes and duties or requirement of duty exemption certificates also shall be indicated in this part. In case a questionnaire is provided to be filled by you with the information, you are required to do so. A copy of the price offer by masking the prices shall be enclosed to the Technical and Commercial part (Part-I) to clearly understand as to whether you have provided the prices as desired by the tender documents.

The Technical and Commercial part prepared as above has to be enveloped and super scribed as follows and sealed.

<table>
<thead>
<tr>
<th>Ref No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due Date :</td>
</tr>
<tr>
<td>Part – I (Technical and Commercial part)</td>
</tr>
</tbody>
</table>

To
The Head,
Purchase & Stores Division

From : ________________________
**Part – II:**

**Price Part:**

The prices applicable for the product per the specifications and for the commercial terms indicated by you in Part-I, shall come into this part. Apart from the cost of the items, packing charges, forwarding charges, freight charges (if applicable), installation and commissioning, training charges etc shall come in this part. The taxes and duties applicable also shall come in this part. In case a format is provided to give the prices, the same shall be filled and attested by you.

The price part prepared as above has to be enveloped and super scribed as follows and sealed:

```
Ref No:
Due Date:
Part – II (Price Part)
To
The Head,
Purchase & Stores Division
From: ________________________
```

The Part-I (Technical and Commercial Part) cover and the Part-II cover (Price part) prepared as above shall be inserted in another envelope and super scribed as follows and sealed.

```
Ref No:
Due Date:
Part-I & Part-II are kept inside and individually sealed
To
The Head,
Purchase & Stores Division
From: ________________________
```

The tender prepared as above shall be delivered to the addressee so that they receive the tender before the due date and time. The offers received after the due date and due time shall be summarily rejected and will not be considered.