

Government of India
Department of Space
Liquid Propulsion Systems Centre
Valiamala, Thiruvananthapuram – 695 547.

WORK CONTRACT FOR ENGAGING ITI TECHNICIANS
[FITTERS=03 NOS & CARPENTER-01 NOS]
GENERAL TERMS AND CONDITIONS

1. **PREFACE:** The Liquid Propulsion Systems Centre (LPSC) located at Valiamala, Thiruvananthapuram, Kerala – 695 547 proposes to conclude Service Contract with reputed Service Providers for Engaging ITI Technicians at LPSC, Valiamala campus.
2. **SCOPE OF WORK/CONTRACT:** The Service Provider shall supply sufficient number of Technicians (Minimum four Technicians, as detailed below), with ITI Qualification, at Central Stores, LPSC, Valiamala on full time basis for carrying out various works such as cutting of materials, arrangement/re-arrangement/identification of materials, issue/dispatch of materials, preparation of boxes, packing/dispatch of items etc.

ITI - FITTER - 03 NOS.
ITI - CARPENTER - 01 NO.

3. The Service Provider shall supply a minimum number of Technicians as above on full time basis; however, the Service Provider shall augment the manpower to carryout the routine/additional work as required. The additional work if any, on Saturdays, Sundays and other public holidays should be executed by the Service Provider, by engaging sufficient number of technicians, as per the instruction of the Contact Person of LPSC.
4. The Service Provider shall carryout the works by engaging sufficient number of Technicians (minimum 04 technicians as above) (Male) per day, as the Technicians shall be deployed in different work places on need basis.
5. **SERVICE CHARGE (SC): Bidders shall quote Service Charge (SC) for ONE MAN HOUR (inclusive of ESI, EPF, Service Provider's profit etc.). However, GST as applicable will be paid extra, which will be reimbursed at actual against documentary proof. The actual payment is based on actual man hours worked by the Technicians.**
6. **PERIOD OF CONTRACT:** Period of contract is for **TWO YEAR** i.e. from the date of acceptance of contract. However, if it is found necessary, contract shall be extended with the same rate, terms and conditions on mutual consent, for more years.
7. **ELIGIBILITY FOR THE BIDDER:**
 - 7.1 The Bidder shall comply with all Acts, laws including the Contract Labour (Regulation & Abolition) Act, 1970 or other statutory rules, regulations, by-laws applicable or which might be applicable.
 - 7.2 The Bidder should possess valid labour license/registration for engaging unskilled labourers under Contract Labour (Regulation & Abolition) Act, 1970 or other

statutory rules, regulations, by-laws applicable or which might be applicable from time to time. Service Provider shall also seek the renewal of the license periodically.

7.3 The Service Provider shall produce the valid License/registration Certificate and relevant documents WITHIN ONE MONTH from the date of issue of Contract.

Payments will be released only after submission of above documents.

7.4 The workers must be of MALE MEMBERS only.

7.5 The Service Provider shall submit their offer as per the format indicated herein:

1. Service Provider's details as per Annexure-A
2. Service Provider has to submit techno-commercial bid as per Annexure-B1
3. Service Provider has to submit Price bid as per Annexure B2
4. Declaration form as per Annexure-C
5. Declaration stating that no court case is either pending or being contemplated against the proprietor or company as per Annexure-D
6. Compliance Statement as per Annexure-E

8 EXECUTION OF CONTRACT :

8.1 The Service Provider shall execute the works based on the instruction given by the Contact Persons, LPSC from time to time.

8.2 The labourers should be available on full day basis at the area where duty is assigned to them.

8.3 Service Provider shall ensure that the persons positioned/deputed for the work are attending the duties regularly without any complaint.

8.4 In case of their absence/staying away from duty on account of sickness or otherwise, the Service Provider shall provide suitable substitute.

8.5 The labourers shall be engaged in working hours **in LPSC (ie., from 08.45 hrs to 17.15 hrs with half an hour lunch break)** on all working days. However, on urgent situations, Service Provider should position/depute the required manpower on holidays also on demand from LPSC.

8.6 In the event of an absence of any worker, the Service Provider shall provide replacement immediately without fail/delay.

8.7 Service Provider shall submit Attendance Report of each Technician, certified/approved by Sr. Purchase & Stores Officer (Stores) along with the monthly bill for getting monthly pro-rata payment.

8.8 Supporting documents which should be submitted by the Service Provider along with the monthly bills/invoice :

- i. Attendance Report
- ii. Proof of wages made to the staff of the service provider for the preceding month.
- iii. Proof of remittance of both employees and employers contribution towards EPF, ESI and Premium towards Policies (as the case) applicable if any made for the preceding month including the statements containing names of the staff deployed, account numbers, contribution paid.
- iv. Proof of Service Tax paid for the preceding month towards bill amount received from LPSC.

- v. Service provider shall be under complete obligation to provide any other related documents called for by LPSC from time to time.

9 PAYMENT:

- 9.1 Payment shall be made on pro-rata monthly basis against bill for actual Man Hours worked by Technician, certified for payment by PSO/SPSO(Stores) approved by Head, Purchase & Stores along with the Attendance Report (MWR) approved by SPSO/PSO(Stores).
- 9.2 The bill shall be raised in favour of Accounts Officer, LPSC and submitted to contact person for arranging payment.
- 9.3 **Payment will be made within 15 days on submission of bills.**
- 9.4 GST applicable shall be paid extra.
- 9.5 Income Tax and other taxes if any shall be deducted at source as per prevailing government rules from time to time.
- 9.6 Payment shall be made by RTGS strictly as per the actual services provided by the Service Provider.

- 10 **DEDUCTIONS/COMPENSATION:** The Technician engaged by the Service Provider shall carry out the work within the prescribed time/period and to the full satisfaction of SPSO/PSO (Stores). Suitable grading will be included in the Monthly Attendance report as Very Good / Good / Average. For non satisfactory service, an amount as detailed below will be deducted as compensation for non-satisfactory service from the Daily Service Charge of respective area:

Very Good (full payment) / Good (5% deduction) /Average (10% deduction).

- 11 **UNIFORM/LIVERIES:** The Service Provider shall ensure that his workers/personnel engaged by him shall be in decent/clean uniform. The Service Provider shall arrange to issue 03 sets of uniform every year to his labourers. No payment/reimbursement will be made by the department for purchase of uniform/liveries. No labourers will be allowed to perform duty without wearing of clean uniform during working time.

Male- LIGHT BROWN SHIRT & DARK BROWN PANT

GENERAL CONDITIONS

12. SOCIAL SECURITY MEASURES:

- 12.1 Minimum wages per day and corresponding ESI and EPF for employees under this service contract shall be paid by the Service Provider as per existing labour rules. **The Service Provider should remit the Employer's contribution and Employee's contribution towards EPF and ESI every month as per existing rules/law.** Any deviation/violation/breach to existing rules/laws will not be allowed, and the Service Provider is responsible for all such complaints/cases by the appropriate authorities of State/Central government.

- 12.2 Wage Registers and other Registers/Records shall be maintained properly by the Service Provider, to produce at any time on demand, for verification by the LPSC/Labour Department / other Statutory agencies. **Any wage revision by the Government/Ministry of labour employment during the period of contract, the revised wages has to be paid to the labourers by the Service Provider accordingly.**
- 12.3 The Service Provider shall be responsible for compliance of all statutory provisions relating to Contract Labour (Regulation & Abolitions) Act, 1970 and Central Rules, 1971, Employees Provident Fund and Miscellaneous Provision Act 1952, Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923 in respect of the staff (including supervisors) of the Service Provider/Service Provider and shall pay the minimum wages fixed by Ministry of Labour and Employment, Government of India or wages fixed by Government of Kerala, whichever is higher as the case may be to the workers deployed, as per law of land including labour and other laws/acts.
- 12.4 In case, the Service Provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, if LPSC is put into any loss/obligation, monetary or otherwise, LPSC shall have the rights to recover such liability from the Service Provider.
13. Department will not pay any compensation for whatever cause arising during the period of contract or subsequently. However, the contract labourers shall scrupulously follow necessary safety precaution while performing the duty. The Service Provider shall arrange sufficient GROUP INSURANCE/PERSONAL ACCIDENT INSURANCE to cover any claim arising out at the time of discharging the contracted scope of work or for any damages / losses caused to the personnel while performing the duty. In the event of damages to LPSC property or injury to LPSC's /Service Provider's personnel due to the negligence of Service Provider's employees, the responsibility shall solely rest with the Service Provider. LPSC shall not be responsible for loss of life of the Service Provider's workers due to accidents/natural calamities/ explosives etc. Department of Space/ISRO shall not be compensated to persons for accident/ injuries/death while on work.
14. Service Provider shall produce a CAR POLICY (Service Provider All Risk Policy) within one month from the date of entering into contract/along with first month's bill in respect of the personnel engaged through him for the work at LPSC.
15. The Service Provider shall depute only Indian Nationals.
16. **Contact Person:** SPSO/PSO (STORES) Phone: 0471-256/7902/7701 is the designated officer/Contact Person, in LPSC.
17. Any violation of the contract terms like non-payment of wages, non-issuing of uniform, non-execution of additional works whenever asked for etc., shall be viewed seriously and liable for the termination of the contract.
18. The Service Provider is responsible for any damages caused to the Government property by their personnel. The damages, if any, will be recovered from the Security Deposit and / or from the monthly payment as decided by the Department or against CAR policy. In case, the Service Provider abruptly discontinue/withdraw his services, the Security Deposit shall be forfeited.

19. In the event of injury to LPSC personnel/Service Provider's personnel due to the negligence of Service Provider's personnel, the responsibility shall solely rest with the Service Provider. The Department shall not be responsible for any loss of life of the Service Provider's personnel caused at LPSC site.
20. Any loss incurred to the Department to be made good or liable to be recovered from the Security Deposit. Further, he will not be awarded contract in future.
21. LPSC shall not, in any manner be responsible for any act, omission or commission of the workers engaged by Service Provider and no claim in this respect will be liable against LPSC. If any such claim is made against LPSC by any worker or his/her heirs engaged/employed by the Service Provider, which LPSC is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the Service Provider working at LPSC premises or otherwise, the Service Provider shall be liable to indemnify/reimburse LPSC, all the money paid in addition to the expenses incurred thereon.
22. LPSC, being a High Security area, the Service Provider, if selected, will be required to follow the security requirements and the personnel deployed shall possess a valid pass/Identity Card issued by LPSC for the Workers/Supervisors for entry into the campus and while on duty. Workers should be instructed to behave in good manner inside the campus.
23. The Service Provider shall not allow or permit his personnel to participate in any Trade Union activities (or) organized agitation (or) any unlawful activities in LPSC Campuses.
24. The Service Provider and his workers shall abide by all Security Instructions of the Department. The Workers are not permitted to move in the campus without cause and shall not be permitted to do any work other than the work indicated in the contract.
25. The Police Clearance Certificate (PCC) for Character and antecedents in respect of the Supervisors and Workers being deployed shall be got verified through record check by the Service Provider from the concerned Police authorities and a Police Clearance Certificate (PCC) obtained and submit the Original PCC for issue of Entry Passes. Subsequent PCC, if required, may also be obtained, during the contract.
26. **Entry Pass** : Necessary entry passes to workers/Service Provider will be issued by AO/GAD to enter into LPSC Campus through security gates and the Service Provider/workers shall follow all the rules and regulations of Security/CISF of LPSC. The Service Provider shall ensure that the Workers shall compulsorily bring proof of identity like voters ID card, Driving Licence, Aadhar Card, etc. for entry into the campus for security check by CISF personnel.
27. **IDENTITY CARD** : The Service Provider shall issue necessary identity cards to his staff and supervisors.
28. If persons engaged by the Service Provider is found responsible for any theft, damage, deface, break or destruction of any installations / fittings etc., in the institution, the Service Provider shall make good the loss, at Service Provider's cost.
29. Either the Service Provider or their personnel engaged shall not have any right to claim for employment in LPSC based on the work done through this contract.

30. All the persons deployed by the Service Provider by virtue of this contract shall remain the employees of the Service Provider and they shall not acquire any claim whatsoever for employment in LPSC/Department of Space or right for regularization as employees of LPSC/Department of Space or for continued engagement under LPSC/Department of Space. There will not be any employer-employee relationship with the Service Provider/workers with LPSC pertaining to this Contract. The Service Provider shall bring the terms and conditions of this contract to the notice of each contract person engaged by him from time to time.
31. **Sub-letting of Contract:** The Service Provider shall not engage any sub Service Provider for the purpose of executing this contract.
32. **Service Provider shall not engage labourers who are less than 18 years under his/her contract and maximum age must be 60 years.**
33. The department shall not provide any transport/conveyance, canteen, safety, medical and other similar amenities to the contract workers. The Service Provider should make his own arrangement for providing these facilities to his workers, required, if any.
34. **SAFETY :** The Service Provider or his authorized representative shall invariably be present for supervising the works at work site and ensure total safety of his workers and men and materials of LPSC. The supervisor shall be conversant with the SAFETY RULES and other rules, applicable if any. **The Service Provider shall provide necessary safety equipments such as safety helmets, hand gloves, gumboots etc. to his workers and ensure safety of workers in all angle at the work site.**
35. The details of work handled in the work place during the execution of work should be kept secret and should not be divulged to any persons/agencies outside LPSC/ISRO
36. Any security violations or involvement in any unauthorized movement/transaction of official materials/properties by the working persons deployed by the Service Provider shall be viewed seriously and the work order will be terminated and action deemed fit will be taken accordingly.
37. **Parallel Contract / Adhoc Contract :**LPSC reserves the right to enter into parallel /adhoc contract with any other parties during the currency of the contract including splitting of the contract to the advantages of the Centre. If so, you have to furnish the maximum number of labourers can be supplied on daily basis.
38. **Risk Clause:** If the Service Provider fails to render the services under this contract satisfactorily, LPSC may at their option get the work done by other parties at the Service Provider's risk and cost. Any extra expenditure involved in this regard shall be recovered from the Service Provider.
39. The Service Provider shall abide by all the instructions that may be given to him from time to time by Contact Person.
40. The Service Provider shall always be bound to act with due diligence and to make full compensation to the department of space for any loss or damage in consequence of negligence or misconduct of the Service Provider or his handling equipments.
41. The works shall be done as expeditiously as possible consistent with the instructions issued by the concerned employees of LPSC at work site.

42. **Suspension:** LPSC reserves the right to suspend the works in full or part already assigned.
43. **Jurisdiction:** All disputes arising out of this Contract shall have jurisdiction of Trivandrum only.
44. **Earnest Money Deposit (EMD) :** Nil
45. The successful Bidder shall submit an amount equal to 10% of the Contract Value as **Interest free security Deposit** in the Department before commencement of contract in the form of Bank guarantee(valid for a period of 60 days beyond the date of completion of the contract)from any scheduled Bank executed on non-judicial stamp paper of appropriate value as per the prescribed format enclosed or fixed deposit receipt drawn in favour of Accounts officer, LPSC, Valiamala. The SD will be refunded after satisfactory completion of the contract and after settling the dues, if any, to the Department.
46. No electronic gadgets like Mobiles, Pen Drives etc. are allowed inside the campus.
47. **SETTLEMENT OF DISPUTES:** All disputes or disagreement arising out of this contract shall be settled amicably to the extent possible. If not, it shall be settled by an one man Arbitrator appointed by DIRECTOR,LPSC, as per Arbitration and Conciliation Act 1996, whose decision shall be final and binding both.
48. **Arbitration:** All disputes, differences, claims and demands arising under or pursuant to this agreement shall be referred to Arbitration shall be held in Trivandrum and shall be subject to and governed by provisions of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof.
49. **TERMINATION OF CONTRACT:** Department of Space/LPSC reserves the right to terminate the contract at any time without assigning any reasons thereof by giving **one month** notice in writing without any financial implications on either side. If the Service Provider wishes to withdraw the work contract before expiry of the contract period, he/she should give notice in written **three months** in advance. In the event of withdrawal of the contract by the Service Provider during the currency of the contract, the security deposit amount shall be forfeited.
50. **FALL CLAUSE:** The rates/Charges quoted by the Service Provider under this contract shall not in any event, exceed the lowest charges for the similar contract entered into by the Service Provider with any other firm/party during the currency of the said contract. During the said period of the Contract, if the Service Provider reduces the charges/prices to any other persons/organizations/firm at a charge lower than the amount payable by the Department, the Service Provider shall forthwith notify such reduction to LPSC for making necessary amendment to R/C. The prices/charges payable under the contract shall stand correspondingly reduced from the date of coming into force of such reduction.
51. A pre-bid meeting will be arranged at LPSC, Valiamala. (**For Date & Time please see the Instruction to the Vendor**) Those who are interested in participating the meeting may contact Sr. Purchase & Stores Officer (Purchase) (Phone: 0471-256-7726/7727/7317) for arranging entry pass accordingly.

Annexure – A

LIQUID PROPULSION SYSTEMS CENTRE

THIRUVANANTHAPURAM

SERVICE PROVIDER'S DETAILS

Passport size
photo of the
persons
signing the
Tender
document

Name of Service Provider/ : _____

Tendering Company/Firm/Agency : _____

: _____

Name of Proprietor/Director : _____

of Company/Firm/Agency : _____

: _____

Full Address of Regd. Office : _____

: _____

: _____

Telephone & Mobile No. : _____

Fax No. : _____

E-mail Address : _____

Full address of Operating/Branch Officer: _____

: _____

: _____

Telephone & Mobile No. : _____

FAX No. : _____

E-mail Address : _____

Name and Mobile no. of the : _____

Contract Person representing the : _____

Service Provider

PAN No. : _____

Service Tax Registration No. : _____

E.P.F Registration No.& Year : _____

E.S.I Registration No.& Year : _____

Give details of contract of similar nature handled by the tendering/Firm/Agency during the last 02 years in the following format:

Details of client along with Address, Telephone and Fax number	Amount of contract (Rs. In lakhs)	Duration of Contract	
		From	To

Note: 1.If any of the above columns kept unfilled and not supported by documentary proof such Tenders will be summarily rejected.

33. The authorized signatory whose photograph is affixed above will only be permitted to attend the tender opening.

DECLARATION

I/We hereby declare that the information furnished above are true and correct to the best of my/our knowledge and belief.

[Authorised Signatory with Seal]

Full Name :

Date :

Place :

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEMS CENTRE
THIRUVANANTHAPURAM – 695 547

TENDER DOCUMENT FOR CONCLUDING WORK/SERVICE CONTRACT

TECHNO-COMMERCIAL BID

Tender Document No. :

Date of issue :

Due date/Time :

Details of EMD (Amount and DD No.) :

Cost of Tender document :

(in case the Tender document is downloaded from website):

Name of the Tenderer :

Full postal address with PIN code :

Note: The Annexures-..... part of the Commercial Bid and hence the Tenderer should attach the same along with this Commercial Bid.

[Authorised Signatory with Seal]

Full Name :

Date :

Place :

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEMS CENTRE
THIRUVANANTHAPURAM – 695 547
TENDER DOCUMENT FOR CONCLUDING WORK/SERVICE CONTRACT

PRICE BID

Tender Document No. :

Date of issue :

Name of the Tenderer :

Full postal address with PIN code :

Sl. No.	Nature/Quantity of work	Amount [inclusive of Wages, Statutory levies (ESI, EPF etc.) & Service Provider's profit]
1.	Service Charge (DSC) FOR ONE MAN HOUR for engaging Technicians for the work mentioned under clause (2) of Terms and conditions.	Rs..... Rupees.....Only.

The GST will recover Income Tax from the monthly bills of the Service Provider.
The applicable GST will be reimbursed at actual against documentary proof.

[Authorised Signatory with Seal]
Full Name :

Date :
Place :

DECLARATION

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

I, Son/Daughter/Wife of Shri
..... Proprietor/Director/Authorized
signatory of the Firm, I am competent to sign this declaration and execute these tender
documents.

I have carefully read and understood all the terms and conditions of the tender for
providing service contract to LPSC and undertake to abide by them.

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.

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

I also agree to required number of labourers to LPSC whose character and antecedents
are verified through Police Clearance Certificate.

[Authorised Signatory with Seal]

Full Name:

Date:

Place:

Annexure – D

DECLARATION

(On the letter heads of the establishment of the Service Provider)

I/We hereby Declare that our establishment 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.

OR

I/We hereby Declare that our establishment is having following legal suit/criminal case pending against me/us/proprietor/Directors (in the case of Company) of which the details are furnished below:

Sl. No.	Case No. and the details of the Hon'ble Court	Nature of the case	Name of the parties involved

Note: Strike out whichever is not applicable.

[Authorised Signatory with Seal]

Full Name:

Date

Place:

Annexure – E
COMPLIANCE STATEMENT

SL. NO.	PARTICULARS	YES /NO	PAGE NUMBER
1	Whether a copy of Establishment Registration Certificate/valid License is enclosed.		
2	Whether a copy PAN card is enclosed.		
3	Whether a copy of last 2 years IT return filed by the establishment (Form-16) is enclosed.		
4	Whether a copy of GST Registration Certificate is enclosed.		
5	Whether, the Service Provider has executed similar nature of Contract for supply of workforce in ISRO or any other Central/State Government Department/Offices/PSUs (Proof should be enclosed)		
6	Whether Signed declaration is enclosed per Annexure-D .		
7	Whether the details of suits/criminal cases etc. pending or contemplated against the Service Provider's establishment is enclosed as per Annexure-E		
8	Whether Earnest Money Deposit is enclosed		
9	Whether pre-bid meeting attended or not		
10	Whether site visit attended or not		

[Authorised Signatory with Seal]

Full Name:

Date

Place: