

TENDER DOCUMENT
ANNUAL CONTRACT FOR PROVIDING
MANPOWER SERVICES AT NESAC
FOR
1. TECHNICAL SUPPORT SERVICE (TSS)/ PROJECT
SUPPORT SERVICE (PSS)
2. FIELD ASSISTANCE (FA)/LAB ASSISTANCE(LA)

मार्च /October 2023

भारत सरकार/Government of India
अंतरिक्ष विभाग/Department of Space
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/North Eastern Space Applications Centre
उमियम/Umiar-793103, मेघालय/Meghalaya

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निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

निदेशक एनई आदि ठेकेदारों, फर्मों, प्रदाताओं सेवा प्रतिष्ठित, मेघालय उमियम सैक-से निम्नलिखित के लिए दो बोली में मोहरबंद प्रस्तावों को आमंत्रित करते हैं/Director, NESAC, Umiyam, Meghalaya invites sealed offers in two bids from reputed Service Providers, Firms, Contractors etc for the following

एनआईटी सं. / NIT No.	कार्य का नाम / NAME OF THE WORK	इएमडी() डीडी के रूप में / EMD (₹) IN THE FORM OF DD	निविदा शुल्क / TENDER FEE (₹)
NESAC/1633/2023	Annual Contract for providing manpower Services at NESAC, Umiyam for 1. Technical Support Service/Project Support Service 2. Field Assistance/Lab Assistance	₹500000/-	₹500/-

निविदा दस्तावेजों के विक्रय का दिनांक / Dates for selling of tender documents: 05.10.2023 to 16.10.2023

निविदा दस्तावेजों को जमा करने की अन्तिम तिथि व समय / Last date & Time for submission of tender documents: 16.10.2023. upto 1300 Hrs.

निविदा खोलने की तिथि, समय व स्थान / Date, Time & Venue of Bid Opening: 16.10.2023 at 1500 Hrs at एनईसैक, उमियम/
NESAC, UMIAM

Instructions to Tenderers:

- For full details and terms and conditions etc., please see the enclosed Annexures.
- Tender documents can be obtained from the Purchase Officer, NESAC, Umiyam.
- Tender Fee shall be paid in form of CROSSED Demand Draft only. The Demand Draft should be in favor of Director, NESAC drawn on State Bank of India, Umiyam (branch Code 2010). The Tender Fee is NON-REFUNDABLE. Your request letter along with Tender Fee may be addressed to the Purchase Officer as indicated above.
- Interested tenderers may, at their option, download the tender documents from the NESAC website www.nesac.gov.in and submit the Tender Document along with the prescribed tender fee as per details given in the tender notification.
- While requesting for Tender Documents, please superscribe on the cover as "Request for Tender document against Tender Notice No. **NESAC/1633/2023**
- Tender Document received after the due date/time will not be considered.
- While sending sealed quotation/offer superscribe respective Tender Number and Due Date on the envelope.
- NESAC, UMIAM is not responsible for any postal delays/loss of documents in transit.
- If the date specified for submission/opening of tenders is declared as a holiday abruptly, the due date for submission/opening of the tenders in such cases shall be postponed automatically to the next working day.
- Director, NESAC reserves the right to accept or reject any/or all the quotations/Expression of Interest in part or full.
- All pages forming part of the tender documents should be duly signed, stamped and submitted to NESAC. Pages not signed and stamped will be considered invalid and rejected.**

Dated: 05.10.2023

Sd/-
निदेशक, एनईसैक / Director NESAC

Preamble

- 1.1 North Eastern Space Applications Centre (NESAC), Department of Space (DOS) is located at Umiam-793103, Ri-Bhoi District, Meghalaya.
- 1.2 The purpose of this contract is to invite proposals from the potential Service Providers to providing Technical and project support services at NESAC, Umiam. On successful completion of Contract process, depending on the response of Service Providers, one Service Provider shall be selected. The Tenure of the Contract is planned for a period of one year and can be extended to additional two-years subject to satisfactory performance of the Service Providers and mutual agreement between North Eastern Space Applications Centre (NESAC) and the Service Provider.
- 1.3 Service Provider has to assimilate the tender document for his contract and furnish suitable proposal in the stipulated format for consideration by NESAC.
- 1.4 Intending Service Provider[s] are advised to read the tender document, Terms and Conditions and other details carefully relating to the work contemplated in the support services and fully acquaint themselves as to all conditions and matters which may in anyway affect the work or cost thereof. The intending Service Provider[s] shall mean Single Service Provider only and no consortium is entertained. The Service Provider[s] shall be deemed to have known the nature and scope of the work. The Service Providers are required to study the tender document and carefully examine all instructions, eligibility criteria, forms, terms, standards and specifications and should have full understanding of its implications.

2.0 Duration of Contract

- 2.1 The contract shall initially be for a period of 12 months w.e.f. 01.11.2023 from the date of award of contract, unless it is curtailed or terminated by NESAC owing to deficiency of service, sub-standard quality of services deployed, breach of contract, reduction or cessation of the job requirements etc. The contract shall automatically expire unless extended further by the mutual consent.
- 2.2 The contract may be extended for a further period of two years mutually agreed upon by both the parties on the same terms and conditions except the wages which shall be fixed by NESAC, Umiam.

3.0 Scope of the work, Qualification etc under each Categories

- I. As per the purchase norms normally one maintenance service will be deployed for 24 working days per month and will be performing 4 (four) units of work per day, each unit is of 2 hours.

- II. The PSS/TSS/FA/LA shall be paid per month for giving service from Monday to Friday. NESAC will make payment towards Employer's Contribution towards EPF and ESI/Comprehensive Medclaim policy as the case maybe as per the prevailing rates. Employee's contribution towards EPF and ESI/Comprehensive Medclaim policy as the case maybe has to be borne by the personnel deployed by the Service Provider.
- III. The units for each category of services PSS/TSS/FA/LA indicated in the annexure I and price bid (Annexure B) are tentative and NESAC reserves the right to increase/decrease the quantity of the units originally specified if required without any change in unit rate or other terms and conditions during the contract period.
- IV. Extra 20% of units for each category of services is also provisioned to meet additional/sporadic work as and when required

A. NESAC OFFICE

A-1 - TECHNICAL SUPPORT SERVICES (TSS)		
Sl No.	Description	Remarks
1	Service Code	A-1
2	Scope of work	a. Various Technical/Engineering work related to Satcom, CMD and project related work b. Any type of relevant work which is assigned by NESAC including field visits.
3	Charges per Unit (Excluding EPF/ESI contribution)	₹301.00 All other statutory contributions/deductions are to be calculated on this amount.
4	Total No TSS (units) Required	27(31104 units) As per the purchase norms with 24 working days per month and 1 unit of work per day will have 2 hours of work
5	Qualification	The essential minimum qualifications: Graduation (B.E/B.Tech) in any engineering discipline from AICTE recognized Institute/College with minimum 55% marks or equivalent CGPA core. The Engineering discipline may be sought as per the requirement of work of NESAC as required.
6	Desirable Qualification	a. Persons with one or more years of relevant experience in the desirable field. b. Knowledge of English and good communication skills c. Proficiency in Computer Knowledge. d. Persons with higher qualification in the same field will be preferred.
7	Dress code	Any decent formal dress

A-2 - PROJECT SUPPORT SERVICES (PSS)		
Sl No.	Description	Remarks
1	Service Code	A-2
2	Scope of work	a. All technical/non-technical/filed work etc. as per requirement of the projects b. Any other relevant work which is assigned by NESAC.
4	Charges per Unit (Excluding EPF/ESI contribution)	₹301.00 All other statutory contributions/deductions are to be calculated on this amount.
5	Total number of PSS (units) Required	73 (80256 units) As per the purchase norms with 24 working days per month and 1 unit of work per day will have 2 hours of work
6	Qualification	The essential minimum qualifications: Post Graduation in any Science/Technology subject from a UGC recognized University/Institution with minimum 55% marks or equivalent CGPA core. The Science/Technology subject may be sought as per the requirement of work of NESAC as required. NESAC may ask for change in required qualification from time to time based on the project requirements
7	Desirable Qualification	a. Persons with one or more years of relevant experience in the desirable field. b. Knowledge of English and good communication skills c. Proficiency in Computer Knowledge. d. Persons with higher qualification in the same field will be preferred.
8	Dress code	Any decent formal dress

A-3 - FIELD ASSISTANCE/LAB ASSISTANCE (FA/LA)		
Sl No.	Description	Remarks
1	Service Code	A-3
2	Scope of work	a. All technical/non-technical/filed work etc. related to the projects b. Any type of relevant work which is assigned by NESAC
3	Charges per Unit (Excluding EPF/ESI contribution)	₹ 230.00 All other statutory contributions/deductions are to be calculated on this amount.
4	Total No of FA/LA (units)	16 (18432 units) As per the purchase norms with 24 working days per month and 1 units of work per day will have 8 hours or work

5	Qualification	The essential minimum qualifications: 3 years Diploma in any engineering discipline from AICTE recognized Institute/College or Graduate in any Science/Technology subject from a UGC recognized university/institute/college. The Engineering discipline/ Science/Technology subject may be sought as per the requirement of work of NESAC as required. NESAC may ask for change in required qualification from time to time based on the project requirements
6	Desirable Qualification	a. Persons with one or more years of relevant experience in the desirable field. b. Knowledge of English and good communication skills c. Proficiency in Computer Knowledge. d. Persons with higher qualification in the same field will be preferred.
7	Dress code	Any decent formal dress

4.0 **Age**

Age of PSS/TSS/FA/LAs should not be less than 21 (twenty one) years and more than 60 (sixty) years on the date of joining their duties at NESAC

5.0 **RESPONSIBILITIES OF THE SERVICE PROVIDER:**

- 5.1 The Service Provider shall ensure deploying of services who are qualified and having required experiences as sought by NESAC and capable of performing the quality work as prescribed.
- 5.2 The Service Provider should provide sufficient candidates for selection of suitable services by NESAC. NESAC reserves the right to select/reject any services.
- 5.3 Bio-data and two stamp size photographs of each candidate shall be sent to Administrative Officer, NESAC for arranging interview/selection.
- 5.4 The Character and Antecedents of the selected services shall be got verified through record check by the Service Provider from the concerned Police authorities, and the Original Police Report shall be submitted to this office.
- 5.5 **The Service Provider will have to depute a full time supervisor at NESAC to see the overall functioning of the PSS/TSS/LA/FA at its own cost. The Supervisor will monitor the timely entry and exit of his people, their sincere and punctual services maintaining high standard of dignity and decorum of NESAC.**
- 5.6 Any issue of concern by the PSS/TSS/LA/FA will be raised to Supervisor for immediate intervention and solution. The Supervisor should be available at all times for any support and consultation by NESAC administration and Principal Investigators of the projects engaging the support services.
- 5.7 The service provider will ensure timely payment of the salaries and other dues to the PSS/TSS/LA/FA so as to ensure quality service from them.
- 5.8 The service provider will ensure paying of the Tour advance for the PSS/TSS/LA/FA prior to start of the tour/field as per the amount recommended by NESAC.
- 5.9 Settlement of TA bills for the PSS/TSS/LA/FA should not take more than two weeks

by the Service Provider from the date of submission of the bill by concerned PSS/TSS/LA/FA.

- 5.10** Any adverse effect on the progress of the project as determined by the concerned PI of the project due to non-payment of Tour advance etc will attract penalty @5% of service charges to be paid for the concerned PSS/TSS/LA/FA for that month.
- 5.11** The services, once approved for the service, shall not be changed without the prior concurrence of Administrative Officer/Engineer in Charge, NESAC.
- 5.12** In case of any revision of wages during the period of the contract, there shall be no change in the Service Charge/Profit margin payable to the Service Provider.
- 5.13** The services engaged shall attend for duties by making their own transport arrangement and NESAC shall pay no conveyance charges.
- 5.14** The services deployed shall reach the work spot well in time and strictly follow the rules and regulations regarding safety and security of NESAC. In case of a person deployed coming late or going early twice a week, half Unit rate shall be deducted from the total amount payable. If the late coming or early going persists for a period exceeding 5 days consecutively, the services of the individual will liable to be discontinued by the Service Provider, and a suitable replacement be provided immediately to Administrative Officer/Engineer in charge, NESAC.
- 5.15** The Service Provider/Bidder is responsible to provide the services as per the contract. In case of any absence, the successful Service Provider/Bidder should provide suitable replacement and for this purpose to ensure smooth provisioning of the Services to the Service Receiver. Service Provider/Bidder shall keep a panel of work-force whose Character and Antecedents are verified
- 5.16** The Service Provider shall maintain their own Attendance Register and the services reporting for work shall sign the attendance register duly indicating arrival and departure time regularly and a copy of the same shall be submitted along with bills while claiming monthly payment.
- 5.17** The services deployed is not authorized to communicate any official information they may come across during & after their working period in NESAC.
- 5.18** NESAC, being a Protected Area, the Personnel deployed by the Service Provider shall be required to follow the security requirements such as possessing a valid Pass/ ID card while entering the campus, maintaining high order of discipline while on duty.
- 5.19** In case any Access Control Identity Card is issued by NESAC to the Personnel deployed by the Service Provider and if any expenditure is involved, it has to be borne by the Service Provider.
- 5.20** In case, the services employed by the Service Provider commits any act of Omission / Commission that amounts to misconduct / indiscipline / incompetence, the Service Provider shall intimate the same to NESAC & be liable to take appropriate disciplinary action against such services including their removal from site of work, if required by NESAC.
- 5.21** The Service Provider shall replace any of its service units who are found unacceptable to NESAC because of security risks, incompetence, conflict of interest, improper conduct or for any other reasons, immediately upon receiving written notice from NESAC.
- 5.22** The Service Provider shall provide a substitute services well in advance if there occurs any probability of the services quitting the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.

6.0 Working Hours:

- 6.1 Working hours shall be same that of the NESAC working hours except for the specific project related field and laboratory work, which may be beyond the office hours
- 6.2 Extended Working Hours: - Based on the requirement, the Service Provider/Bidder should be prepared to undertake the work during extended hours as well as on holidays, if required.
- 6.3 Change in Working Hours: - The Service Provider/Bidder shall also adhere to any changes made in the present timings and shall follow the said changed timings.
- 6.4 Working of overtime (to be measured in terms of additional units) will be considered in exceptional cases with the permission of PI and Director, NESAC based on the project requirement and payment will be made accordingly.

7.0 Performance Review of Support Services

- 7.1 NESAC will conduct performance review of the PSS/TSS/LA/FA periodically to assess the quality and effectiveness of the services rendered by PSS/TSS/LA/FA and will give recommendation/approval for continuation/discontinuation of their services based on their performances.
- 7.2 In case of discontinuation of the services of any PSS/TSS/LA/FA the service provider will replace the person with a suitable alternative immediately.

8.0 Intellectual Property Rights (IPR):

Work carried out by the Service Provider through his personnel will remain the sole property of NESAC. Neither the Service Provider nor his personnel, carrying out the development work will claim any intellectual property rights on such works. The Intellectual property rights relating to the design, development processes and other fabrication details given to and received from the Service Provider selected shall remain the exclusive property of NESAC. Service Provider or Personnel deputed by the Service Provider at NESAC shall make no attempt to unlawfully reveal, misuse or encroach upon the intellectual or private data information/ Computer systems at NESAC to which they may have access to, as part of the work carried out during and after the period of contract. The Service Provider/Bidder agrees that they should not use the Name/logos of NESAC/ISRO/DOS in any manner, including commercial advertising or as a business reference, including ID cards. Any violation will result in cancellation of the Service Contract Order/Purchase Order including forfeiture of Security Deposit.

9.0 Confidentiality Agreement:

Service Provider and their units deputed by the Service Provider shall not reveal, divulge, transfer or disclose the information relating to the design, processes, fabrication procedures, product, quality control methods, etc. that are exclusively provided by NESAC for its (NESAC's) own requirements, to any third party. Service Provider shall not, without prior written consent from NESAC, use such information for any purpose other than for fulfilling obligations under the Contract to be placed. Service Provider ' and their units deputed by the Service Provider undertakes to restrict the access of non-Service Provider personnel (unit) and other customers/ visitors to their establishment, to any of the details of the job being performed under this Contract.

10.0 Non-Disclosure Agreement (NDA):

Service Provider and their units deputed by the Service Provider shall maintain absolute secrecy and security of the circuit schematics, drawings, process methods / documentation etc. provided by NESAC for the purpose of design, fabrication and testing or stored on various computing systems at NESAC. Service Provider shall return the original and copies of the same to NESAC after completion of the work. The technical information / papers / drawings to be provided by NESAC from time to time, are for the execution of this Contract only; and should not be used / copied / reproduced / published in any form or disclosed to third party, by the Service Provider or his unit. Thus, the Service Provider is required to sign a Non-Disclosure Agreement (NDA) with NESAC. Service Provider will also be responsible for any violation or infringement of NDA by his personnel.

11.0 Legal

- 11.1** The Service Provider/Bidder shall be a Registered Firm and not an individual and copy of such valid registration certificate shall be provided along with the offer/bid mandatorily. The bye-law of such establishment should permit undertaking of the assigned work failing which the offer/bid will not be considered.
- 11.2** The requirement of Services as on date is stated in price bid format. The numbers may vary depending upon the workload in NESAC and accordingly, Purchase Officer, NESAC shall place the demand with the Service Provider for the required number of Services and intimate the Service Provider, the exact number of Units to be provided from time to time.
- 11.3** NESAC shall reimburse payment towards Employer's Contribution towards EPF and ESI as per the prevailing rates. Employee's contribution towards EPF and ESI has to be borne by the services deployed by the Service Provider and NESAC shall not pay any contribution towards this.
- 11.4** NESAC shall pay applicable Taxes as per the prevailing rates.
- 11.5** Service Charges: NESAC shall pay the agreed upon Service Charges to the Service Provider. The Service Provider should quote the Service Charges only in terms of fixed amount per Unit and the same shall be firm and fixed during the period of the contract. The Service Provider shall not quote the Fee / Service Charges in terms of percentage or in any other manner.
- 11.6** The Service Provider/Bidder shall abide by the law of the land including, Contract Labour (Regulation & Abolition) Act, EPF Act, ESI Act, Equal Remuneration Act, Employees Compensation Act, Payment of Wages Act, Income Tax Act, Goods and Service Tax Act or any new regulations/legislations enacted in this regard and its compliance as applicable during the tenure of the Contract. Service Receiver shall in no way be responsible for any default regarding statutory obligation. The Service Provider/Bidder has to ensure compliance of the above provisions at the time of submission of bill to the Service Receiver and while making payments to their Services at all times during the currency of the Service Contract.
- 11.7** The Service Provider/Bidder will discharge all the legal obligations in respect of the Services engaged by them for the execution of the work in respect of their remuneration and Service conditions and shall also comply with all the rules and regulations and provisions of the law in force that may be applicable to them from time to time. The Service Provider/Bidder shall indemnify and keep NESAC indemnified from any claim, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of NESAC shall be final and binding on the Service Provider/Bidder.
- 11.8** The timely payment of remuneration to the Services, remittance of EPF and ESI (wherever applicable) shall be the sole responsibility of the Service Provider/Bidder. For any default with regard to statutory obligation, the Service Provider/Bidder is solely responsible. Wherever services is not covered under ESI, Service Provider

should provide Mediclaim Policy for a sum of Rs. 2,00,000/- each to their Services. The Original Mediclaim Policy should be with the services and a copy of the same shall be submitted to NESAC. No separate reimbursement towards such Mediclaim policy will be made.

- 11.9** The Service Provider/Bidder shall also be liable for the remittance of all Taxes, Levies, Cess etc., on account of service rendered by them to the concerned authorities from time to time as per extant rules and regulations in the matter.
- 11.10** The Service Provider/Bidder shall completely be responsible to maintain the Attendance, acquaintance of remuneration paid, EPF and ESI or Comprehensive Medi-claim Policy as the case may be. Governmental authorities shall have the right to inspect these records at any time and take necessary penal action for non-compliance of these provisions, if any.
- 11.11** The Service Provider/Bidder is fully responsible for timely claiming and disbursing monthly payment of remuneration to their Services engaged in NESAC, within the time limit prescribed in the relevant Act/Rules.
- 11.12** Payment disbursement shall be made to the Service Provider/Bidder on monthly basis for the actual units of work completed and on receipt of the invoice/bill together with the following document to Administrative Officer
- 11.13** Proof of payment of remuneration made to the Services for the preceding month.
- 11.14** Proof of remittance of both Employees and Employer's contribution towards EPF, ESI or Medi-claim Policy, as the case may be, made for the preceding month.
- 11.15** The statements containing the names of the Services engaged, Account numbers, Total Units of work performed by each Services, contribution paid etc.
- 11.16** Proof of Goods and Service Tax paid for the preceding month towards bill amount received from NESAC.
- 11.17** The Service Provider should maintain basic records essential to provide the details mentioned under clause 5.1 to 5.4 for verification.
- 11.18** The Service Provider/Bidder shall make the payment to the Services by the 5th day of the succeeding month through the bank account of the respective Services. The Service Provider/Bidder should issue signed wage slip/statement on their letterhead to the Services containing details of remuneration paid, recoveries made etc.
- 11.19** The successful bidder shall engage the Services as per the requirements sought for by the Service Receiver for which the Service Provider shall provide the bio-data along with the credentials of the services to the Administrative Officer.
- 11.20** Issue of Entry Pass:- For arranging Entry Pass to enter the Service Receiver's premises, the successful bidder should submit the details of the work force to the Administrative Officer, NESAC along with the following documents:
 - (a) Police Clearance Certificate as at Clause 5.4 & 34.2;
 - (b) ID card issued by the Service Provider as at Clause 5.8, 5.9 & 15.1
 - (c) Copy of the AADHAR;
 - (d) Copy of PAN Card (wherever applicable); and
 - (e) Two copies of stamp size photographs;

i. Police Clearance Certificate:-

It is the responsibility of the Service Provider/Bidder to arrange the character and antecedents of the Services engaged for duty. The Service Provider/Bidder shall engage the Services who is not having any criminal background. The character and antecedents shall be got verified through record check by Service Provider/Bidder at their own cost from the concerned Police authorities (Police Clearance Certificate) and submit the original report.

ii. Identity Card to be issued by the Service Provider:-

The successful bidder/Service Provider shall issue necessary Identity Card in their firm's logo to the work force deployed by them to NESAC.

- 11.21** The Services once engaged for the Service shall not be changed without the prior concurrence of the Administrative Officer/Engineer in charge, NESAC.
- 11.22** The Service Provider/Bidder shall submit to the Administrative Officer, the details of the monthly remuneration in the form of a pay-slip made by them to their services including the deductions, by 5th of the following month.
- 11.23** In case, the Service Provider/Bidder fails to comply with any statutory/taxation liability under the appropriate law, and as a result, if NESAC is put under any loss/obligation, monetary or otherwise, NESAC will be entitled to get itself reimbursed either out of the outstanding bills against any of the Contract or from the Security Deposit to the extent of the loss or obligation in monetary terms.
- 11.24** The Service Provider/Bidder shall be bound by the details furnished by them to NESAC while submitting the tender or at any subsequent stage(s). In case, any of the documents furnished by them is found to be false at any stage, it would be deemed to be a breach of the Terms and Conditions of the Service Contract making the Service Provider/Bidder liable for legal action besides termination of Service Contract and forfeiture of Security Deposit.
- 11.25** The Service Provider/Bidder shall not be allowed to transfer, pledge, assign or sub Contract its rights and liabilities under this Service Contract to any other agency.
- 11.26** The Service Provider/Bidder shall be solely responsible for the redressal of grievances/resolution of disputes relating to the Services engaged by the Service Provider/Bidder. Service Receiver shall in no way be responsible for the settlement of such disputes. Service Provider should maintain a record of grievances received from their work force and action taken for settlement.
- 11.27** The details of various statutory registrations as sought for in the enclosed Annexure-A shall be made available mandatorily as documentary evidence and the same shall be VALID as on the date of submission of Tender. In case of non-availability of any of the documents as sought for, the said Tender is liable for rejection and no clarification will be sought for by the Service Receiver in this regard.
- 11.28** Any other terms, conditions or clauses not covered in this document shall be in accordance with other statutory Rules / Acts applicable to DOS/ISRO.
- 11.29** The Service Provider/Bidder should have carried out similar Service Contract for a period of this proposed contract for any of the Central/State Government Department/Offices/PSUs (as at Annexure-AIV).
- 11.30** The Partners or Shareholders or Directors or Executives or Officers of the Service Provider shall not engage themselves as services under the Service Contract.
- 11.31** The Service Provider/Bidder shall furnish a declaration of their " NEAR RELATIVE" working/employed in NESAC. The near relative (s) means: a) "Spouse b) The one is related to the other in a manner as father, mother, son(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) and brother's wife, sister, sister-in-law, sister's husband (brother-in-law) in relation to the Partner / Shareholders / Directors / Executives / Office bearers of the Service Provider".
- 11.32** In case of termination of Contract on its expiry or otherwise, the Services engaged by the Service Provider/Bidder shall not be entitled to and shall have no claim whatsoever for any kind of employment in NESAC/ISRO and shall be made known by the Service Provider to their services before being engaged.
- 11.33** The status of the Service Provider/Bidder shall be that of an independent Service Provider/Bidder.
- 11.34** The Service Provider/Bidder and its Services performing under this Service Contract shall not be the employees of NESAC. Neither the Service Provider/Bidder nor its Services shall be considered as employees of NESAC. Such Services has no right for subsequent regularization.
- 11.35** The Service Provider/Bidder shall not assign, transfer or convey in whole or in part, this Work/Service Contract to anyone. The Service Provider/Bidder may also not delegate any of its obligations or duties under this Service Contract to anyone. The Service Provider/Bidder may not assign, pledge as collateral, grant a security interest

in, create a lien against or otherwise encumber any payments that may or will be made to the Service Provider/Bidder under this Service Contract.

- 11.36** The Service Provider/Bidder shall be bound to accept all instructions/ directions issued by the Focal Point or any other person duly authorized by them relating to the execution of the Service Contract.
- 11.37** The details of work handled by the Services, Supervisor and Establishment should be kept secret and should not be divulged to any person or outside agencies. An undertaking in this regard shall be provided by the Service Provider as specified in Annexure-H.
- 11.38** The Service Receiver reserves the right to reject any of the Services engaged by the Service Provider/Bidder, if the presence or activity of such services is detrimental to the interest or discipline or security of the Service Receiver.
- 11.39** The Service Provider shall try to avoid deploying work force who was engaged for more than three years for the Service Receiver under various Service Contracts.
- 11.40** The Service Provider/Bidder is responsible to complete the quantum of work as specified in the Service Contract and as required by the Service Receiver and in case of absence of the Services, the successful Service Provider/Bidder should provide suitable replacement and for this purpose to ensure timely completion and the Service Provider/Bidder shall keep a panel of Services whose Character and Antecedents are verified.

12.0 Financial:

- 12.1** NESAC shall pay the rates agreed upon to the Service Provider/Bidder on monthly basis on completion of the specified quantity of work mentioned in the Service Contract.
- 12.2** The rate(s) mentioned in the Service Contract shall be firm and fixed during the period of the Contract.
- 12.3** The Service Provider/Bidder shall ensure that the remuneration paid to services engaged shall not be less than the minimum wages fixed by the Ministry of Labour and Employment, Government of India/ Government of Meghalaya or by NESAC, from time to time, whichever is the highest.
- 12.4** It may specifically be noted that the bids not meeting even the basic cost of input i.e., unreasonably low prices to undercut and obtain the Service Contract/order, are liable to be summarily rejected by NESAC in order to ensure quality.
- 12.5** It may be noted that Service Charges shall not be 'NIL'. Any offer with 'NIL' Service Charges shall be considered as unresponsive.
- 12.6** In case of breach of any conditions under the Contract, the Security Deposit shall be liable to be forfeited by the Service Receiver. In addition, the Service Contract is also liable to be terminated and any amount due to the Service Provider/Bidder against any other Contract from the Service Receiver is also liable to be appropriated.
- 12.7** In case of partnership firm, "power of attorney" should be signed by one person on behalf of others. Any breach of these conditions by the Bidder in relation to the Bidding Establishment or Partner or Shareholders or Directors or Executives or Office Bearers, the tender/Service Contract will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The Service Receiver will not pay any damages to the Service Provider. The Service Provider/bidder will also be debarred from further participation in the concerned unit of the Service Receiver.

13.0 Payment of Field Expenses

- 13.1** The following consolidated field/travelling expenses (maximum) may be admissible as follows

Sl No.	Category	Maximum Admissible amount per day (₹)		
		Lodging	Fooding	Travelling (₹)
1	TSS/ PSS	1500.00	900.00	2 tier AC by rail/ Actual fare by any type of public bus by road
2	FA/LA Services	1000.00	900.00	3 tier AC by rail / Actual fare by any type of public bus by road

13.2 Required bills need to be submitted by the PSS/TSS/FA/LA for claiming the lodging and fooding expenses through the Service Provider.

14.0 Submission of Bills and Payment:

14.1 The Service Provider/Bidder's bills shall be submitted before 7th (Seventh) of every month with due certifications to the Administrative Officer/Engineer in charge.

14.2 The Service Provider shall ensure that all the payments to the Services shall be made through their respective Bank Account only within 5th of every month.

14.3 The payment under the Service Contract shall be inclusive of the following components:

ii. Contributions towards Employer's and Employee's Provident Fund.

iii. Contributions towards Employer's and Employee's State Insurance/ Mediclaim Policy.

iv. Service Charges, and

v. Cost of Identity Cards, Salary Slips etc.

14.4 Income Tax or any other Tax/Taxes/Fees/Cess/Levy as applicable and payable by the Service Provider/Bidder as per rules will be recovered from the monthly bills payable to the Service Provider/Bidder.

14.5 In case the Service Receiver is made liable to pay any statutory liability arising due to the default of the Service Provider in relation to the Service Contract, the Service Receiver shall be entitled to deduct/recover the same from the payment against the Service Contract due to the Service Provider.

15.0 Safety and Security:

15.1 The Service Receiver's premises being a High Security Area, the Services engaged for the work by the Service Provider/Bidder, will be required to follow the security requirements such as possessing a valid Entry Pass issued by the Service Receiver and ID Card issued by the Service Provider/Bidder while entering the campus, maintaining high order of discipline while on duty. It should be ensured by the Service Provider/Bidder that only Indian Nationals above the age of 21 years are included in the Services and they should not have any criminal back ground.

15.2 The Service Provider/Bidder shall take all safety precautions required for the execution of the work. They shall also be responsible for any loss or damage caused to NESAC Property/Personnel due to negligence of the services and shall make good the losses by the Service Provider/Bidder at his own cost, failing which cost thereof, shall be recovered from the outstanding/running bills/Security Deposit of the Service Provider/Bidder.

15.3 The Service Receiver shall not be responsible for any damages, losses, claims, financial or other injury to any of the Services engaged by the Service Provider/Bidder in the course of their performing the functions/duties, or for payment towards any compensation. The Services shall adequately be insured by the Service Provider/Bidder against accidents including loss of life as mentioned in Clause 10 hereunder.

15.4 The Service Provider/Bidder shall solely be responsible for any theft, pilferage or misbehavior committed by any of the Services while carrying out the Service(s) and the Service Receiver reserves the right to forfeit the Security Deposit.

- 15.5 In case, the Services engaged by the Service Provider/Bidder commit any act of omission/commission that amounts to misconduct/indiscipline/ incompetence, the Service Provider/Bidder shall forthwith remove the services under intimation to the Focal Point. The Service Provider/Bidder shall replace immediately any of its Services who is/are found unacceptable because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from NESAC.
- 15.6 The Services engaged by the Service Provider at NESAC should not carry any Technical/Electronic Gadgets inside the NESAC Campus and shall follow all Security and Safety norms as prescribed by the Service Receiver, from time to time.
- 15.7 The Service Provider/Bidder shall ensure that the Services engaged by them are disciplined and do not participate in any acts prejudicial to the interest of the Service Receiver.
- 15.8 The Service Provider/Bidder shall solely be responsible for the redressal of grievances/dispute relating to Services engaged.
- 15.9 The requirement of the quantity mentioned in the Service Contract may vary and is subject to change based on actual requirement of the Service Receiver. The Service Provider/Bidder has to complete any additional or sporadic requirement as required by the Service Receiver by engaging additional Services if any required. The payment will be based on the quantum of work completed which should be duly certified by the authorized official of the Service Receiver.

16.0 Compensation to Services

- 16.1 NESAC have adopted the guidelines to grant compensation in case of death/permanent incapacitation of persons engaged by the Service Provider/Bidder (Private Companies, firms & Contractors) due to unintended/ unforeseen occurrences during maintenance, operation and provisioning of Public Services.
- 16.2 The extent of liability, on the occurrence of any "accident" as defined under these Guidelines, Department shall whether or not there has been any wrongful act, neglect or default on its part and notwithstanding anything contained in any other law, be liable to pay compensation to such extent as prescribed below:
 - (i) In the event of death or permanent disability resulting from loss of limbs - Rs.10 Lakh.
 - (i) In the event of other permanent disability - Rs.7 Lakhs.
- 16.3 Any compensation paid under these Guidelines shall be recoverable from such Service Provider/Bidder concerned.
- 16.4 For this purpose, without limiting any of the other obligations or liabilities, the Service Provider/Bidder concerned shall at their own expense take and keep a Comprehensive Insurance for their services and for all the work during the execution.
- 16.5 The Service Provider/Bidder concerned shall have to furnish originals along with premium receipts and other papers related thereto to the concerned Contract Manager/Focal point within 15 days from the date of commencement of the Contract.
- 16.6 The Service Provider/Bidder should provide their unconditional acceptance to these guidelines in their letterhead duly signed by their authorized signatory which is mandatory for acceptance of their offer.

17.0 PARALLEL/ADHOC CONTRACT:

- 17.1 NESAC reserves the right to enter into parallel/Adhoc contract(s) with one or more Service Provider(s) during the currency of the contract for availing the same or similar service.
- 17.2 In order to identify more than one Service Provider, NESAC reserves the right to award the contract to any other Service Provider who has qualified in the subject tender and willing to provide the services.

18.0 TERMINATION OR SHORT CLOSING OF CONTRACT

- 18.1** Under the normal circumstances, termination/short closing of the Service Contract is not foreseen. However, in case of repeated non-performance of the Service Contract, owing to deficiency of service or breach of Contract or cessation of the requirement, the Service Receiver reserves the right to terminate the Service Contract wholly or partly by giving a prior notice of not less than 30 days, without any obligation on its side.
- 18.2** If the Service Provider/successful Bidder want to withdraw the Service Contract voluntarily, a prior notice of 30 days is required.
- 18.3** The Service Contract is liable to be terminated without notice and the Security Deposit under the Service Contract shall be liable to be forfeited in the following circumstances:-
- a) For the breach of any material term, condition or provision of this Service Contract by Service Provider/Bidder.
 - b) Any statement, representation or certification is false, deceptive or materially incorrect or incomplete.
 - c) The Service Provider/Bidder or any of its services and agents has committed or engaged in fraud, misappropriation, embezzlement, malfeasance or misfeasance.
 - d) If the Service Provider/Bidder terminates or suspends their business, without giving prescribed notice.
 - e) The Service Provider/Bidder's license or certification is suspended, terminated, revoked or forfeited.
 - f) If the Service Provider/Bidder failed to comply with any applicable law of the land.
 - g) In the event of sustenance of loss by the Service Receiver due to the premature termination of Service Contract by the Service Provider, the same shall be recovered from the Security Deposit.

19.0 Security Deposit and its forfeiture:

- 16.1.** The Service Provider shall guarantee faithful execution of the contract in accordance with the terms and conditions specified herein. As a performance security, the Service Provider should furnish a Security Deposit for 10% (Ten per cent) of the total contract value within 15 days from the date of contract in the form of Bank Guarantee valid for entire contract period with a claim period of six months beyond the validity of the Bank Guarantee. The Security Deposit shall not carry any interest and shall be returned after satisfactory completion of all the contractual obligations.
- 16.2** In the event of any breach of any of the terms and conditions of the Contract, NESAC shall have (without prejudice to other right and remedies) the right to terminate the contract forthwith and/or to forfeit the entire or part of the amount of security deposit or any part thereof.

20.0 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 unresolved dispute or difference shall be referred to the Sole Arbitrator appointed by Director, NESAC 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 Shillong.

21.0 JURISDICTION:

The Courts within the Nongpoh shall have jurisdiction to deal with and decide any matter arising out of this contract.

22.0 SIGNING OF AGREEMENT

An agreement covering the above stated terms and conditions whichever applicable and other details shall have to be signed by the successful Service Provider with NESAC/DOS, Umiam.

23.0 Joint and severe liability:

If the Bidder is a joint entity, consisting of more than one partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Service Contract and for any default of activities and obligations.

24.0 Severability:

If any provision of this Service Contract is determined by a Court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Service Contract.

25.0 Immunity from liability:

Every person who is a party to the Service Contract is hereby notified and agrees that the State, NESAC and all its employees, agents, successors and assigns are immune from liability and suit for or from Service Provider/Bidder's activities involving third parties and arising from the Service Contract.

26.0 Volume of work:

The requirement of work force purely depends upon the activities of NESAC for the Service Contract. The mere mention of the number of Services against this Service Contract does not by itself confer any right on the Service Provider/Bidder to demand that work relating to or any item thereof, should necessarily or exclusively be entrusted to the Service Provider/Bidder. The Service Receiver reserves the option for allocation of work force to meet the works to be carried out and the Service Provider shall not have any right in this regard. No guarantee can be given as to the definite volume of work which will be entrusted to the Service Provider/Bidder at any time or during the period of the Service Contract.

27.0 Force Majeure Clause:

In case, completion of job is delayed by any circumstances such as acts of god, sabotages, civil commotion, riots, insurrections, revolutions, earthquake, fire, flood or other natural events beyond the control of the Service Provider/Bidder, which makes his Services unable to complete the tasks assigned to them in time, then the Service Provider/Bidder shall give notice within 15 days to the Service Receiver in writing of his claim for an extension of time. The Service Receiver on receipt of such notice after verification if necessary may agree to extend the period of Service Contract as may be reasonable without prejudice to other terms and conditions of Service Contract.

28.0 Applicable Law:

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

29.0 Submission of Forged Documents:

If any of the tenderers/bidders submit any forged or false documents along with Tender, such Tenders will be summarily rejected and such bidders will be blacklisted for all future tenders.

30.0 Validity:

The submitted by the Service Provider/Bidder shall be valid for a minimum period of Ninety Days from the date of opening of the Tender.

31.0 Penalty Clause:

If the Service Provider is not able to maintain continuity servicers in any of the unit in any month, as mentioned in the contract, then penalty charge per absentee, equivalent to 5% of the value of the units, may be deducted from Service Provider's total payments for that month. However while accounting of said penalty, above referred unit rate will be considered after excluding of all type of employer's contribution (EPF, ESI etc.), administrative charges and service taxes.

32.0 MAKE IN INDIA (MII) CONDITIONS

For this procurement, bids from Class I & class II Local Suppliers are admissible. Hence provisions contained in Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DIPP), Ministry of Commerce & Industries vide letter No. P45021/2/2017 PP(BE II) dated 04.06.2020 and subsequent amendment & directives shall be followed. Accordingly, offer will be evaluated & processed in conformation with above referred GOI order (Specially mentioned below). The bidder shall provide compliance and undertaking as per order and hereafter amendments:

- a) Order no: F.No.6/18/2019 PPD dated 23.07.2020 of Department of Expenditure), Ministry of Finance Under Public procurement division for the General Financial rule (GFRs).
- b) Class I local supplier means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50%, as defined under order.
- c) Class II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- d) Bidders offering imported products will fall under the category of Non-local suppliers. They cannot claim themselves as Class I Local suppliers/Class II Local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
- e) Verification of local content:
 - i. The Class I local supplier/ Class II local supplier at the time to tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for Class I local supplier / Class II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - ii) In case bid value is in excess of Rs. 10 Cr., Class I local supplier/ Class II local supplier shall be required to provide a certificate from the statutory auditor or

cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- iii) False declarations will be in breach of the code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules (GFR) for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general Financial Rules along with such other actions as may be permissible under Law.

33.0 Trading License

- 33.1 Firm must be a registered firm in India and in business for the last 5 Years of experience or more.
- 33.2 If a non-tribal Service Provider is selected for awarding the contract, he has to produce/furnish valid "Trading License" issued by the Khasi Hills Autonomous District Council (KHADC) before releasing of the Work Order.

34.0 GENERAL TERMS AND CONDITION:

- 34.1 The relevant proof of qualifications must be submitted by the successful contractor initially and also whenever required by the Department.
- 34.2 The contractor should furnish the name, address and other details of the Units employed by him for security reason along with the C & A (Character & Antecedents) verification report from the concerned police station.
- 34.3 The Contractors are wholly responsible for any accident and compensation payable to personnel employed by them and working under their control. The Department will not be held responsible for any injury sustained to his personnel, damage to his property caused at our site. The contractor should keep the Department fully Indemnified against any claim in this regard.
- 34.4 In the event of damages to our property or injury to our personnel due to the negligence of his employees, the responsibility shall solely rest with the contractor.
- 34.5 The rate for any extra/over time (OT) work prior and after the specified working hours will be derived from the monthly quoted rates on pro-rata basis for which break up, details to be furnished by the agency or will be derived from estimated rates.
- 34.6 If the staff employed by the contractor fails to carry out the work satisfactorily or is found unacceptable for any reason, the contractor shall be required to substitute him/her by another suitable person.
- 34.7 The contractor and his staff should abide by all the safety and security regulations of the NESAC. They are not permitted to do any work other than the work being assigned by the NESAC and also they are not permitted to take out any material, printout, drawings and documents etc. belonging to NE-SAC. The contractor shall be responsible and liable for any such action of the staff employed by him.
- 34.8 The contractor has to make his own arrangement for transportation of his personnel and also his equipments to Contractor's Workshop in case of need and back following NESAC official norms.
- 34.9 The accommodation and transportation of the staff employed by the contractor is not the responsibility of NESAC.
- 34.10 Neither the contractor nor the staff employed by him shall have any future, consequential claim on any ground, on this basis
- 34.11 The contract is liable to be terminated by NESAC at any time without any financial commitment on the part of the Department if the work is not carried out as per the terms and conditions stipulated in the contract and the decision of the department in this regard is final and binding on the contractor.

34.12 The staff employed by the contractor should have continuous touch with Engineer In-charge identified by the Department. They should inform him about the performance of the installed system on continuous basis.

35.0 ELIGIBILITY CRITERIA

The Service Provider shall submit the following documents failing which they will be technical disqualified in the :

I. Techno-Commercial Bid (UNPRICED) as in Annexure A

1. Tender fee of ₹500/-
2. Earnest money Deposit of ₹5,00,000/-
3. Self Attested copy of valid registration certificate of the firm/establishment / agency
4. Self Attested copy of valid Certificate of Registration under Meghalaya shop and establishment Act 2004
5. Self Attested copy of valid Certificate of Registration under Contract Labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971
6. Self Attested copy of GST Registration Certificate;
7. Self Attested copy of PAN
8. Self Attested copy of P.F. Registration Certificate;
9. Self Attested copy of E.S.I. Registration Certificate
10. The firm should have office/services at Shillong/ Umiam (documentary proof to be enclosed)
11. Self Attested copy of Annual Turnover (Audited statement to be enclosed) of minimum Rs.1.00 Crore or more for the Financial Year ending March 2022
12. Self Attested copy of work order/experience certificate of similar type of work from any Central Government /Government Autonomous Bodies /PSU /Institutions / Universities for the last two years have minimum of
 - i. 1(one) order of ₹ 75 Lakhs or more or
 - ii. 2(two) orders of ₹ 40 Lakhs or more.
13. Declaration on local Content (MII Condition) as per Sl No.32.0 of Annexure I
14. "Trading License" issued by the Khasi Hills Autonomous District Council (KHADC)
15. Declaration for compliance as per Form Annexure AI
16. Undertaking/Declaration stating that no court case is either pending or being contemplated against the Proprietor or Company and has not been blacklisted as in Annexure-AII and
17. Compliance Statement as in Annexure-AIII

II. Techno-Commercial Bid (UNPRICED) as in Annexure B

1. Price bid / Quotation as in Annexure-B

36.0 TERMS AND CONDITION FOR SUBMISSION OF BIDS

36.1 Submission of Techno-commercial Bid

- a) Service Provider shall submit Techno-commercial bid as specified in Annexure-A duly conforming all the parameters mentioned therein.
- b) All the points are to be properly responded instead of simply mentioning compliant" or otherwise.
- c) In order to evaluate the eligibility of the Service Provider, all the conditions mentioned in the Annexure–A shall be considered. Techno-Commercial Bid without any supporting documents for the details provided therein shall not be considered. No correspondence in this regard shall be entertained.
- d) Earnest Money Deposit/ Bid Security: – Service Providers are required to submit Earnest Money Deposit (EMD) for an amount of Rs 5,00,000/- [Rupees Five Lakhs Only] in the form of Demand Draft drawn in favour of Director NESAC, payable at SBI Umiam (SBI BRANCH CODE 2010-Barapani) along with their Techno-commercial bid. EMD/Bid Security of unsuccessful bidders shall be returned to them at the earliest after the finalisation of the Tender without any Interest whatsoever. The EMD/Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD/Bid security shall be exempted to those Bidders who are registered with the National Small Industries Corporation (NSIC) or Micro Small Enterprises (MSEs) on submission of attested copy of Registration Certificate along with the Techno-Commercial Bid. NESAC shall not entertain any correspondence in this regard after opening of the Tender. The EMD/Bid Security will be forfeited if the Service Provider withdraws or amends impairs or derogates from the tender in any respect during the period between Tender Due date and tender finalization. No separate order or letter would be issued for forfeiture of EMD/Bid Security which follows on default and shall be credited at once to the Government Account.
- e) The documents mentioned at Annexure-A along with the Demand Drafts for Tender Fee & EMD/Security Deposit must be kept in a sealed envelope and superscribed as “Techno-Commercial Bid for Annual Contract of Providing Engineer Services, Project Assistant Services at NESAC Office and Maintenance Services Of Gardens/Lawns, Housekeeping/Cleaning, Office Works, Electrical Work, AC Work And Canteen Services At NESAC Office, Guest House & Residential Area, Umiam”.

36.2 Submission of Price Bid:

- a) The price Bid shall be submitted in Annexure – B to this Tender Notice.
- b) Minimum Wages, EPF & ESI contribution & Taxes element in the Price Bid are fixed and Service Provider shall quote only Service Charges applicable for per Unit.
- c) **Service Charges shall only be in terms of fixed amount per unit and the same shall be firm and fixed during the entire duration of the contract. The Service Provider shall not quote Service Charges in terms of percentage or in any other manner. No additional Service charge shall be payable in case of Revision of Wages.**
- d) Service Charge to be quoted by the Service Provider shall be reasonable. NESAC reckons various elements like TDS deduction, Interest on EMD/Security Deposit, Administrative charges for EPF/ESI/Taxes, if any, Profit of the Service Provider for providing the Service etc., while determining the reasonableness of Service Charge.
- e) NESAC reserves the right to reject any unreasonable/conditional offer without assigning any reasons.
- f) Price must be shown in figures and words. In case of difference in amounts mentioned in words and figures, the amount mentioned in words shall prevail over the amount

mentioned in figures.

- g) Duly filled Annexure-B must be kept in a sealed envelope superscribed as "Price Bid for Annual Contract for providing manpower at NESAC, Umiam for the following categories :
(a) Technical Support Service/Project Support Service (b) Field Assistance/Lab Assistance
- h) Both the separate sealed covers of Techno-commercial bid and Price bid shall be placed in a bigger sealed envelope superscribe as

"Annual Contract for providing manpower at NESAC, Umiam for (1) Technical Support Service/Project Support Service (2) Field Assistance/Lab Assistance"

37.0 INSTRUCTIONS TO SERVICE PROVIDER:

- 37.1 Quotations received unsealed, without Tender Fee/EMD or in any manner after the due date & time shall not be entertained.
- 37.2 The documents attached with the quotation are sacrosanct for considering any offer as a complete offer. It is, therefore, important that all documents duly completed and signed, failing which the quotation is liable to be treated as incomplete and ignored.
- 37.3 NESAC reserves the right to accept or reject any/all quotation(s) in part or full without assigning any reason.
- 37.4 NESAC shall not be responsible for non-receipt of tender documents/offers due to postal delay / loss in transit.
- 37.5 Quotation shall be valid for a period of minimum 90 days from the date of opening of Techno-Commercial bid.
- 37.6 If tender opening date happens to be a public holiday, the tender shall be opened on the next Working day. Interested Service Providers who have participated in this Tender may depute their Representative to attend the Public Tender opening with an authorization letter on their firm's Letter Head along with an Identity Proof. However, participation of Service Providers or their representative in the Tender opening shall be subject to a Security Clearance from concerned Authorities. NESAC reserves the right to disallow any Service Provider or their representative from participation in the Tender Opening in the absence of Security Clearance.
- 37.7 No request for the extension of the due date for any reason shall be considered.
- 37.8 Service Providers who do not utilize the website, can also procure the Tender documents from Accounts officer, NESAC, Umiam on payment of Non-refundable Tender fee in the form of Cash/Demand Draft for Rs 500/- drawn in favour of Director, NESAC payment at SBI Umiam (SBI BRANCH: Barapani, CODE 2010) on all working days (till Tender Due Date) between 1000Hrs to 1400 Hrs IST.

38.0 EVALUATION OF BIDS

- 38.1 The techno-commercial bid shall be opened first and prior to the detailed technical evaluation, NESAC shall determine the substantial responsiveness of each bid to the Bidding Documents. For the purpose of these Clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bidding Documents without any deviations.
- 38.2 A bid determined as not substantially responsive shall be rejected by NESAC.
- 38.3 The Techno-Commercial Bid evaluation shall be done on the basis of bidder's response to "Techno-Commercial Bid Format" given in Annexure -A.
- 38.4 Audited Balance Sheet duly certified by Chartered Accountant with his stamp and

signature for last two audited financial years have to be submitted by the Service Provider along with Annexure-1. If audited balance sheets are not submitted, the tender shall be considered as non- responsive.

- 38.5** During the evaluation of the bids, NESAC shall ask any Service Provider to produce the Originals of the documents attached for verification. Any failure in this regard by the Service Provider shall be entitled for gross rejection of their Technical Bid.
- 38.6** The representatives from NESAC shall visit the premises of Service Provider's client who are availing similar services. Service Provider shall arrange permission from their clients for such visits. Any failure on the part of service provider to arrange such permission, such experience(s) shall not be considered for evaluation of their bid.
- 38.7** After evaluation of the Techno-Commercial bids, the Price bids of those found technically suitable as per the tender requirements of the NESAC shall only be opened.
- 38.8** Comparison of all the bids shall be done on the basis of Total Service Charges quoted by the Service Providers as all other elements in the Price Bid are fixed.
- 38.9** NESAC reserves the right to award the contract to TWO Service Providers. The required unit shall be divided among the service providers as decided by NESAC. The Service Provider who offered the lowest Service Charge which is reasonable as envisaged to the tender document above shall be treated as L1 offer. The Service Charge offered by L1 shall be counter offered to all other technically qualified Service Providers asking to match L1 rate. Those service providers who are willing to accept L1 rate shall be kept in a panel in the order of their original quote. The contract shall be awarded to L1 and first service provider in the panel.
- 38.10** In case of any exigencies like termination/short closing of any of these Contracts or any other reason before its expiry, NESAC shall award a parallel contract to the next Service Provider in the panel for remaining period of the contract or any period as decided by NESAC. This arrangement shall be at the discretion of NESAC and no Service Provider can make any claim in this regard as a matter of right.
- 38.11** In case of a tie in the Service Charges between two or more Service Providers, seniority shall be decided by taking lots.
- 38.12** Notwithstanding anything stated above, NESAC reserves the right to assess service provider's capability and capacity to perform the contract. Shall the circumstances warrant such assessment in the overall interest of NESAC/DOS & decision of NESAC in this regard shall be final. NESAC reserves the right to reject any or all tenders or cancel/withdraw the notice inviting tender in whole/part without assigning any reason whatsoever and decision in the matter shall be final & binding. In such case no service provider shall have any claim arising out of such action.

TECHNO COMMERCIAL BID (UNPRICED)**(To be filled Signed and sealed by the Contractor/Service provider)**

Sl. No.	Particulars	To be filled up by the Tenderer	
1	Name of the Agency		
2	Nature of ownership		
3	Details of Tender Fee & EMD: i) Amount ii) Demand Draft No iii) Date	Tender Fee	EMD
4	Firm/Agency Registration Date & its validity (Proof to be enclosed)		
5	Detailed office Address of the Agency with office Telephone Number, Fax Number and Mobile Number.		
6	Certificate of Registration under Meghalaya shop and establishment Act 2004		
7	Certificate of Registration under Contract Labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971		
8	Permanent Account Number [PAN] (Copy to be enclosed)		
9	GST Registration Number (Copy of Registration to be enclosed)		
10	Provident Fund Registration Number (Copy of Registration to be enclosed)		

11	ESI Registration Number (Copy of Registration to be enclosed)	
12	Office/services at Shillong/ Umiam (documentary proof to be enclosed)	
13	Annual Turn Over of minimum Rs 1.00 crore for the financial year ending march 2022 Copy of the Income Tax Return / Certified copy of Audited Balance Sheet from a Chartered Accountant to be enclosed	
14	Work order/experience certificate of similar type of work from any Central Government /Government Autonomous Bodies /PSU /Institutions / Universities for the last two years have minimum of i. 1(one) order of Rs 75 Lakhs or more or ii. 2(two) orders of Rs 40 Lakhs or more. (documentary proof to be enclosed)	
15	Declaration on local Content (MII Condition) as per Sl No.32.0 of Annexure I	
16	“Trading License” issued by the Khasi Hills Autonomous District Council (KHADC)	
17	Declaration certificate as per Form Annexure AI	
18	Undertaking/Declaration stating that no court case is either pending or being contemplated against the Proprietor or firm/Agency and has not been blacklisted by any Govt. Organization / any Organization in Annexure AII	
19	Any other Registration (if any), (Copy to be enclosed)	
20	Names and designation of Authorized persons eligible to enter into contract. (Power of Attorney/ Affidavit in favour of person signing the papers to be enclosed)	
21	Name of contact person for conveying any information along with telephone numbers in absence of authorized person mentioned above.	

Place:
Date:
Office Seal:

(Signature of Authorized Person)
Name :
Designation:

Business Address:

DECLARATION

(On Original Letter Head of the Bidder)

1. I / We have carefully read and understood all the terms and conditions of the tender **Annual Contract for providing manpower Services at NESAC, Umiam for 1. Technical Support Service/Project Support Service and 2. Field Assistance /Lab Assistance** and undertake to abide by them;
2. I / We as well as the workforce to be deployed by me/our firm will maintain confidentiality of the work awarded to us and will not divulge any information that has come to my/our knowledge during the course of the execution of the work in NESAC for the Government.
3. I / We as well as the work force do not divulge any information or confidential matters either during or after the term of the contract for my or our own benefit or for the benefit of others.
4. I /We understood that in case of violation of the terms and conditions of the work package and this undertaking, NESAC has the right to cancel the contract including forfeiture of Security Deposit in addition to initiation of appropriate legal action/remedies
5. I /We understood that strict compliance of this undertaking is a condition for award of the work under the contract
6. The information / documents furnished along with this Tender (Techno-Commercial bid and Price bid) are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
7. I / We shall not assign the contract nor shall we sublet any portion of the contract except with NESAC written consent.
8. I / We accept that you are neither bound to accept the lowest tender nor bound to assign any reason for rejecting or returning of our Tender.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

UNDERTAKING
(On Original Letter Head of the Bidder)

1. We hereby Undertake that our Company/Firm do not have any legal suit/criminal case either pending against 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.

2. We are not black-listed by any Central/State Government/Public Sector Undertakings/ Autonomous Bodies under Central/State Government/ Any Other Organization.

Date:

Place

Signature of authorized person

Full Name:

Seal

CHECK-LIST FOR TECHNICAL BID

The documents are to be placed one below the other, strictly as per the Sl. No. (Sl. No.1 on top and subsequent documents below it, and the page no. must be mentioned on all the pages.

Sl. No.	Documents to be attached (All documents must be duly signed)	Yes	No	If Yes Page No.
1	Name of the Agency			
2	Nature of ownership			
3	DD for Tender Fee			
4	DD for EMD			
5	Firm/Agency Registration Date & its validity (Proof to be enclosed)			
6	Detailed office Address of the Agency with office Telephone Number, Fax Number and Mobile Number.			
7	Certificate of Registration under Meghalaya shop and establishment Act 2004			
8	Certificate of Registration under Contract Labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971			
9	Permanent Account Number [PAN] (Copy to be enclosed)			
10	GST Registration Number (Copy of Registration to be enclosed)			
11	Provident Fund Registration Number (Copy of Registration to be enclosed)			
12	ESI Registration Number (Copy of Registration to be enclosed)			
13	Office/services at Shillong / Umiam (documentary proof to be enclosed)			
14	Annual Turn Over of minimum Rs 1.00 crore for the financial year ending March 2022 Copy of the Income Tax Return / Certified copy of Audited Balance Sheet from a Chartered Accountant to be enclosed			
15	Work order/experience certificate of similar type of work from any Central Government /Government Autonomous Bodies /PSU /Institutions / Universities for the last two years have minimum of i. 1(one) order of Rs 75 Lakhs or more or ii. 2(two) orders of Rs 40 Lakhs or more. (documentary proof to be enclosed)			
16	Declaration on local Content (MII Condition) as per Sl No.32.0 of Annexure I			
17	“Trading License” issued by the Khasi Hills Autonomous District Council (KHADC)			
18	Declaration certificate as per Form Annexure AI			
19	Undertaking/Declaration stating that no court case is either pending or being contemplated against the Proprietor or firm/Agency and has not been blacklisted by any Govt. Organization / any Organization in Annexure AII			
20	Declaration on 'Near Relatives' working at NESAC			

Seal and Signature of authorized person

NERBAC

ANNEXURE 'B'

PRICE BID

ANNUAL CONTRACT FOR PROVIDING MANPOWER SERVICES AT NESAC

- 1. TECHNICAL SUPPORT SERVICE (TSS)/
PROJECT SUPPORT SERVICE (PSS)**
- 2. FIELD ASSISTANCE (FA)/LAB
ASSISTANCE(LA)**

PRICE BID**“Annual Contract for providing manpower services at NESAC, Umiam for 1. Technical Support Service/Project Support Service and 2. Field Assistance/Lab Assistance**

Name of the Service	Basis rate (Per unit i.e per 2 hour (excluding employer EPF contribution) (₹)	Total Services per units in a month (24 days X4 unit per day)	Total Amount per Services per month Excluding Employer's EPF & ESI (₹)	Employer's EPF @13% (restrict to ₹15000) (₹)	ESI @3.75% (restrict to Rs.21000/-) (₹)	Total fund involved per service per month excluding GST (₹)	Total fund involved per unit per day excluding GST (₹)	No of TSS/ PSS/ LA/ FA	Total Number of units Required	Total fund involved (₹)
	(A)	(B)	(C=AXB)	(D)	(E)	(F=C+D)	[G=(F/96 units]	(H)	(I)	(J=GXI)
Technical Support Service(TSS) / Project Support Service(PSS)	301.00	96 units	28896.00	1950	NA (will be covered under medical claim)	30846.00	321.31	100	111360	35781081.60
Field Assistant ace (FA)/Lab Assistance (LA)	230.00	96 Units	22080.00	1950		24030.00	250.31	16	18432	4613713.92
Total Per Year (K)										40394795.52
Service Charges [Per service (i.e for 4 units) per day] (in Rupees)(L)										
GST Extra as applicable [M=18% x (K+L)]										

I/We have understood the terms and conditions of the contract and the instructions of tenderers annexed to the Notice Inviitation to tender and have thoroughly examined the scope of the work and/or pattern quoted or preferred to herein and/or fully aware of the nature of stores required and my/or offer is to supply the stores strictly in accordance with the requirements subject to the terms and conditions contained in the purchase orders communicating the acceptance of this tender either in whole or in part.

Date:

निविदाकार के मुहर व हस्ताक्षर
Seal and Signature of the Tenderer

Note:

1. Service Provider should quote only Service Charges as per Annexure B. All other components are fixed.
2. Service Charges shall only be in terms of fixed amount per unit and the same shall be firm and fixed during the entire duration of the contract. The Service Provider shall not quote Service Charges in terms of percentage or in any other manner. No additional Service charge shall be payable in case of Revision of Wages.

3. Service Charge/Profit should not be indicated in per unit. Actual amount of Service Charge/Profit per unit per day has to be mentioned.
4. Service Charges shall only be in terms of fixed amount per unit and the same shall be firm and fixed during the entire currency of the contract. The Contractor shall not quote Service Charges in terms of amount (in rupees) or in any other manner. No Service charge shall be paid on Overtime remuneration and also in case of Revision of Wages.
5. Service Charge to be quoted by the contractor should be reasonable. NESAC reckons various elements like TDS deduction, Interest on EMD/Security Deposit, Interest on wages which has to be disbursed in advance, Administrative charges for EPF/ESI/Taxes, if any, Profit of the Service Provider for providing the Service etc., while determining the reasonableness of Service Charge
6. Normally, the number of working days in a month shall be 24 days.
7. Contract will be awarded as a whole for all the categories of Services mentioned above. Lowest of total Service Charges for all the Services required under this tender will be reckoned for awarding the Contract apart from other eligibility criteria mentioned in the Terms & conditions of this Tender Document.
8. The above charges per units are fix Service Charges are of fixed amount per unit and GST as applicable will be paid extra