

**CONTRACT FOR PROVIDING
ENGINEER SERVICES AND
TECHNICAL/PROJECT ASSISTANCE
SERVICES AT NESAC, UMIAM**

NOVEMBER 2016

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

भारत सरकार/GOVERNMENT OF INDIA
अंतरिक्ष विभाग/DEPARTMENT OF SPACE
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/NORTH EASTERN SPACE APPLICATIONS CENTRE
उमियम/UMIAM-793103, मेघालय/MEGHALAYA

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निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

निदेशक एनई-सैक उमियम मेघालय, प्रतिष्ठित सेवा प्रदाताओं, फर्मों, ठेकेदारों आदि को निम्नलिखित के लिए मोहरबंद प्रस्तावों को दो बोली में आमंत्रित करते हैं/Director, NESAC, Umiam, 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/768/2016	Contract for providing of Engineer Services and Technical/Project Assistance Services at NESAC, Umiam	₹31,000/-	₹260/-

दस्तावेजों के विक्रय का दिनांक / Dates for selling of tender documents: 02.12.2016 to 27.12.2016 upto 1300 Hrs

निविदा दस्तावेजों को जमा करने की अन्तिम तिथि व समय / Last date & Time for submission of tender documents: 27.12.2016 upto 1400 Hrs

निविदा खोलने की तिथि, समय व स्थान / Date, Time & Venue of Bid Opening: 27.12.2016 at 1500 Hrs at एनई-सैक, उमियम / NESAC, UMIAM

OFFERS ARE TO BE SUBMITTED IN TWO PARTS ONLY

PART-I : TECHNICAL & COMMERCIAL

PART-II : PRICE BID

INSTRUCTIONS ARE AS PER TENDER DOCUMENTS

NOTE:

Tender documents can be downloaded from the NESAC Website: www.nesac.gov.in

Dated: 29.11.2016

Sd/-
निदेशक, एनईसैक / Director NESAC

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

NIT. No. NESAC/768/2016

Date: 29.11.2016

TENDER DETAILS

The bid is required to be submitted in **two parts**. One part is the **Technical Bid** and the other part is the **Price Bid**.

The Bidder shall submit the bids in two separate envelopes. One envelope shall contain Technical bid and the other shall contain the Price bid. The bidder shall seal the Technical Bid and the Price Bid in two separate envelopes duly marked as “**Techno-commercial Bid**” and “**Price Bid**” respectively. Both the envelopes shall then be sealed in one outer (main) envelope along with EMD. The main envelope must be sent to **Administrative Officer, North Eastern Space Applications Centre (NESAC), Government of India, Department of Space, Uiam -793103, Meghalaya.**

I SUBMISSION OF BIDS

1 Submission of Techno-commercial Bid

- a) Service Provider shall submit Techno-commercial bid as specified in the tender 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 tender 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 ₹ 31,000/- [Rupees Thirty One Thousand Only] in the form of Demand Draft drawn in favour of Director NESAC, payable at SBI Umiam branch (**SBI BRANCH CODE 2010**) 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 finalisation. 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 un-price documents along with the Demand Drafts and Tender Fee must be kept in a sealed envelope and superscribed as “Techno-Commercial Bid for Contract for providing of Engineer Services and Technical/Project Assistance Services at NESAC, Umiam.

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 & Service Tax element in the Price Bid are fixed and Service Provider shall quote only Service Charges applicable for per day per person.
- c) **Service Charges shall only be in terms of fixed amount per person per day and the same shall be firm and fixed during the entire currency 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, Interest on wages which has to be disbursed in advance, Administrative charges

for EPF/ESI/Service Tax, 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 Contract for providing of Engineer Services and Technical/Project Assistance Services at NESAC, Umiam ”
3. Both the separate sealed covers of Techno-commercial bid and Price bid shall be placed in a bigger sealed envelope superscribed as

“Tender for providing Data Entry Operators for Administrative/Technical Support Services at NESAC Containing Part-I and Part-II bids individually sealed”

4. **Instructions to Service Provider:**

- a) Quotations received unsealed, without Tender Fee/EMD or in any manner after the due date & time shall not be entertained under any circumstances other than 3 above.
- b) 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.
- c) NESAC reserves the right to accept or reject any/all quotation(s) in part or full without assigning any reason.
- d) NESAC shall not be responsible for non-receipt of tender documents/offers due to postal delay / loss in transit.
- e) Quotation shall be valid for a period of 120 days from the date of opening of Techno-Commercial bid.
- f) 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.

- g) 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 ₹300/- drawn in favour of Director, NESAC payment at SBI Umiam (**SBI BRANCH CODE 2010**) on all working days (till Tender Due Date) between 1000Hrs to 1400 Hrs IST.

Government of India
Department of Space
NORTH EASTERN SPACE APPLICATIONS CENTRE
Umiam-793103, Meghalaya

**INVITATION OF TENDER FOR CONTRACT FOR PROVIDING ENGINEER SERVICES
AND TECHNICAL/PROJECT ASSISTANCE SERVICES IN
NORTH EASTERN SPACE APPLICATIONS CENTRE, UMIAM, MEGHALAYA**

1.0 Preamble

- 1.1 North Eastern Space Applications Centre (NESAC), Department of Space (DOS) is located at Umiam-793103, Ri-Bhoi District, Meghalaya.
- 1.2 NESAC/DOS is looking for a qualified, reputed and well established Service Provider who has the potential to provide the services of Engineer and Technical/Project Assistance in NESAC.

2.0 Scope of Work

The scope of work of the :

- 2.1 Engineer Services person has to carry out the work defined below:
 - 2.1.1 Support to INC Bangalore for smooth running of IRCDR/IRIMS station on 24 X 7 which includes test and measurement of signal strength, any type of fault in subsystem of IRCDR/IRIMS station or failure of link between Shillong and INC, Bangalore.
 - 2.1.2 Continuous monitoring of ranging operation of all 7 IRNSS satellite through IRCDR and IRIMS antenna.
 - 2.1.3 Continuous monitoring of Calibration operation of IRCDR antenna.
 - 2.1.4 Involvement during maintenance activities at station such as, IRCDR 11 meter parabolic Antenna, High Power Amplifier (HPA), Metrological Station maintenance, 40 KVA UPS, Air Conditioner and 200 KVA DG set.
 - 2.1.5 Resolving of any failure in either IRDCN V-SAT link or terracom (BSNL) link at IRCDR/IRIMS, Shillong.
 - 2.1.6 Any type of relevant work which is assigned by NESAC.
- 2.2 Technical/Project Assistance services person has to carry out the work defined below:
 - 2.2.1 Generation of reports
 - 2.2.2 Large scale mapping using GF2 images.
 - 2.2.3 Integration of large volume of socio-economic and other field data.
 - 2.2.4 Data Entry Operator
 - 2.2.5 Image Processing
 - 2.2.6 Any type of relevant work which is assigned by NESAC.

3.0 Qualification

The personnel should have the following essentials and desirable qualifications:

3.1 The essential minimum Qualifications:

- Engineer Services: B.E/B.Tech in Electronics and Communication (E&C) or Equivalent/Civil Engineering/Electrical Engineering from recognized University/Institution as per requirement of NESAC

- Technical/Project Assistance services: M.Sc in any Natural Science subject with working knowledge of Remote sensing and GIS / M.Sc in Remote Sensing & GIS from any recognized University/ Institution

3.2 **Desirable Qualification** for both Engineer Services and Technical/Project Assistance

- Persons with more years of relevant experience in the desirable field.
- Knowledge of English and good communication skills
- Proficiency in Computer Knowledge.

4.0 **Duration of Contract**

4.1 Period of the Contract will be for one (01) year from the date of Contract. However, the Contract may be extended for further period of 02 year or part thereof on mutual consent, depending on the need and exigencies subject to the agreed quality of Engineer and Technical/Project Assistance Services and other applicable terms and conditions.

4.2 The performance of Engineer and Technical/Project Assistance Services will be reviewed for initial three months. Depending upon the performance assessment, the contract will be continued for the remaining period. In any case, NESAC reserves the right to decide the contract period at the time of award of contract

5.0 **Age**

Should be less than 35 (Thirty five) years.

6.0 **Personnel to be deployed for executing the Work**

6.1 The requirement of personal as on date to a maximum of 04 personnel (02 Nos for Engineer Services and 02 Nos for Technical/Project Assistance). The numbers may vary depending upon the workload in NESAC and accordingly, Administrative Officer shall place the demand with the Service Provider for the required number of personnel in respective disciplines will be intimated to the Service Provider from time to time.

7.0 **Selection Procedure of the personnel:**

Strict selection procedure will be followed in order to ensure the quality of service Personnel. Personnel interview of the candidates is to be arranged by Service provider in consultation with the Administrative Officer, NESAC. NESAC decision for selection the personel will be final and binding to Service Provider in all respect and cannot be challenged.

8.0 **Contract Management**

8.1 **Responsibility of NESAC-In- Charge**

- Administrative Officer will communicate the name of the NESAC contract-in-charge to the Service provider for the concerned deployed manpower.

- NESAC contract-in-charge will be the overall coordinator and supervisor for their respective allotted manpower.
- The work are to be carried out for different projects or group of NESAC, the deployed personnel will work as per the instruction from respective Project-in-charge on day-to-day basis.

8.2 Responsibility of Service Provider

- Service Provider will submit the list of short listed candidates to be deployed along with their bio-data and other personal details like residential address, contact phone/mobile Nos., etc.
- The Service Provider will deploy the Personnel from the list of selected Engineering/Technical/Project Assistance service persons only, which is approved by NESAC.
- Service Provider will ensure that all the Engineering/Technical/Project Assistance Personnel deployed in NESAC are bonafide employees of the Service Provider having valid Vendor's Identification Card with a photograph. The Service Provider cannot subcontract this work to any other entity or agency.
- Service Provider is required to obtain the Police Verification of the deployed Engineering/Technical/Project Assistance Personnel at his /her own expenses and submit the same to NESAC authorities. Service provider has to ensure that deploy Engineering/Technical/Project Assistance Personnel should be Indian National only.
- Service Provider will deploy the Engineering/Technical/Project Assistance to carry out the work within 15 days of the award of contract after fulfilling other terms and conditions like police verification, etc.
- Service Provider will maintain a register for the work carried out by the Service Provider's personnel in terms of Engineering/Technical/Project Assistance Service unit for each completed month.
- Service Provider must employ Engineering/Technical/Project Assistance in sufficient numbers to take care of the additional or extra workload that may arise from time to time, during the contract duration within the limits defined in the contract. Service Provider should be able to provide any additional Engineering/Technical/Project Assistance support within short notice but not exceeding two weeks. NESAC also reserves the right to decrease or ,increase the numbers of Engineering/Technical/Project Assistance at any time.
- Service Provider will ensure that the Engineering/Technical/Project Assistance Personnel deployed by him/her at NESAC are available for the respective project work

for the total duration of the contract and frequent changes of the personnel to be avoided.

- There should not be any break in the Engineering/Technical/Project Assistance Services provided due to absence of any contract person for a prolonged period i.e. 07 working days. The Service Provider has to ensure suitable replacement at the earliest but within 07 days.
- In case of any Engineering/Technical/Project Assistance Person found unfit or unsuitable for the work assigned, during the tenure of the contract, Service Provider is required to replace immediately or within 7 days from the day of identification of above said deficiencies.
- Service Provider shall be responsible for the good conduct of the personnel employed by him/her.
- The Service Provider will be responsible for and liable to pay compensation for any damage or loss to the property of NESAC as a result of negligence / carelessness of any of his employees. This amount shall be recovered from the payment due to the Service Provider.
- NESAC will not be responsible for any contingency arising out of the deployment of the Service Provider's personnel in NESAC premises. The Service Provider will be responsible for the safety of the deployed Engineering/Technical/Project Assistance Personnel. NESAC shall not be responsible for any accident/injury/loss 'of life of Service Provider's Engineering/Technical/Project Assistance Personnel due to natural calamities, accidents, etc. The Service Provider shall submit an Indemnity Bond, indemnifying NESAC/ISRO from any claims that may be filed by the staff deployed by the contractor, against accidents/loss/injury that may arise during their stay at NESAC premises.
- Service provider shall make his own arrangements for conveyance and other logistics requirement for Engineering/Technical/Project Assistance Personnel.
- Service Provider and his employees shall abide by the security guidelines and rules followed in NESAC from time to time. Whenever the Service Provider or his employees have to enter NESAC, they should carry entry passes, issued by NESAC; and identity card 'provided by the service provider; and should produce the same as and when demanded. Their movement shall be restricted to only those places / Offices / laboratories where they are authorized to enter and work.
- Service Provider will be required to adhere by the law of the land, in writing, with respect to protection of employees' rights and benefits while servicing this Contract,
- Service Provider will also be required to adhere by the applicable statutory rules and laws of the land, laid down by Government of India and Government of Shillong

regarding the wages, benefits and rights for these Engineering/Technical/Project Assistance Personnel like PF/ESI/Medical Insurance, monthly wage statement, leave statement, Income tax deductions, etc. If required, NESAC reserve the right to evolve a joint mechanism with the service provider for grievance re-dressal of the Engineering/Technical/Project Assistance personnel.

- The Engineering/Technical/Project Assistance Service personnel are required to work for entire duration of the month including Saturdays, Sunday and Holidays, if called by respective in-charge. They may be required to work in shifts on need basis and after office hours as well. These will be considered as a part of regular duties under contract and no extra payment will be made for the same. Not reporting for work will be considered as absence and further action may be taken.

9.0 General Terms and conditions

9.1 The Service Provider shall submit the

- (i) Techno-commercial details as in **Annexure-A**;
- (ii) Price bid / Quotation as in **Annexure-B**;
- (iii) Declaration Form as in **Annexure-C**;
- (iv) Declaration stating that no court case is either pending or being contemplated against the Proprietor or Company as in **Annexure-D** and
- (v) Compliance Statement as in **Annexure-E**

9.2 The Service Provider should be a valid licence holder and is required to enclose photocopies of the following documents along with the Quotation failing which, their bids shall be summarily rejected and will not be considered any further:

- a. Self Attested copy of relevant valid labour license under Government of Meghalaya/Registration Certificate of the Agency / Firm for providing manpower
- b. Self Attested copy of PAN ;
- c. Self Attested copy of the last 3 years IT Returns filed by the Agency/Firm;
- d. Self Attested copy of Service Tax Registration Certificate;
- e. Self Attested copy of P.F. Registration Certificate;
- f. Self Attested copy of E.S.I. Registration Certificate;
- g. Financial Statement (Profit & Loss Account and Balance Sheet) for the last 3 years in support of financial turnover of the Agency / Firm;
- h. Statement of Bank A/c for the last 6 months in the name of Agency/Firm

- i. Copies of Agreements made by offices/Company during the last 3 years with their service receivers for providing manpower service.
 - j. Non-tribal Service Providers should produce/furnish valid “Trading License” issued by the Khasi Hills Autonomous District Council (KHADC). If somehow the Service Providers fail to submit the Trading License with the quotation/technical bid of the tender documents, the Service Providers must assure in writing that they will submit the same before releasing of Work Order. It may be noted that even though selected, the Work Order shall not be released without furnishing the attested copy of Trading License issued by the concerned competent authority.
- 9.3 The Service Provider shall be bound by the details furnished by him/her to NESAC while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of the contract.
- 9.4 The Service Provider shall comply with the statutory rules connected with Contract Labour [Registration and Abolition Act] 1970, Employees Provident Fund Act, Employees State Insurance Act, Minimum Wages Act, Payment of Wages Act, Workmen’s Compensation Act and shall submit necessary registration documents whenever called for.
- 9.5 The Service Provider should have executed at least 1(one) similar types of contracts for a minimum of 2 years
- 9.6 The contract may initially be on trial for a period of 3 months and on satisfactory completion of the trial period of three months, the contract may be confirmed and ***extended for a further period of nine months thus totally for a period of one years from the date of award of contract unless it is curtailed or terminated by NESAC*** owing to deficiency of service, sub-standard quality of workforce deployed, breach of contract, reduction or cessation of the job requirements with 30 (Thirty) days notice. The contract shall automatically expire unless extended further by the mutual consent.
- 9.7 The Service Provider who has been awarded with the contract shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NESAC.
- 9.8 The Character and Antecedents of the workforce deployed shall be got verified through record check by the Service Provider from the concerned Police authorities, and submit the Original Police Report to NESAC.
- 9.9 NESAC being a High Security area, the Service Provider, if selected, will be required to follow the security requirements such as possessing a valid pass/ID card for the

personnel while entering the campus, maintaining high order of discipline while on work and ensuring that only the personnel whose character and antecedents are verified beforehand are employed.

- 9.10 The agency shall identify and nominate a coordinator who would be the contact person for NESAC to ensure providing uninterrupted service and satisfactory performance of the contract.
- 9.11 As regards the security of handling of material/equipment and sensitive data files at the system site, the arrangement will be worked out by NESAC Contract-in-Charge. The Engineering/Technical/Project Assistance Personnel of Service Provider will strictly follow the procedures so worked out.
- 9.12 NESAC reserves right to disqualify any of the Service Provider's Engineering/Technical/Project Assistance Personnel deployed for various reasons like technical incompetence, indiscipline irregularity, insincerity, disobedience, doubtful, credentials/integrity, etc
- 9.13 Under no circumstances, shall the Engineering/Technical/Project Assistance Personnel deployed by Service Provider shall claim any right of employment, regular or otherwise, at NESAC or ISRO/DOS and related establishments, during and after the end of the contract period. The 'scope of this Contract is restricted only to outsourcing of Engineering/Technical/Project Assistance services
- 9.14 The Service Provider will be responsible for and liable to pay compensation for any damage or loss to the property of NESAC as a result' of negligence / carelessness of any of his employees. This amount may be deducted from the payments made at the end of that month
- 9.15 At most care shall be taken by your personnel while carrying out the job and ensure the safety of neighbouring instrument or whatsoever of NESAC property
- 9.16 In the event of damages to our property or personal injury to our/your personnel due to the negligence of your employee, the responsibility shall be solely rest with the Service Provider
- 9.17 NESAC shall not be responsible for the loss of life of the deployed personnel at the time of performance of the Purchase Order at our premises due to natural calamities/accident/explosion, if any.

10 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

11 Confidentiality Agreement: Service Provider and Personnel 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 Personnel deputed by the Service Provider undertakes to restrict the access of non-Service Provider personnel and other customers/ visitors to their establishment, to any of the details of the job being performed under this Contract.

12 NON-DISCLOSURE AGREEMENT (NDA): Service Provider and Personnel 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 personnel. 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.

13 FALL CLAUSE: The rates charged by the Service Provider for the Engineering/Technical/Project Assistance work, shall in no event exceed the lowest rates charged for the services of identical description, to any other party during the validity of the agreed rates. If, at any time during the said period, the Service Provider reduces the rates for the work to any other party, he shall forthwith notify such reduction of rates applicable to the undersigned and the rates payable under this contract for the services shall stand correspondingly reduced.

13.1 Under no circumstances shall the Engineering/Technical/Project Assistance Personnel deployed by Service Provider claim any right of employment, regular or otherwise, at NESAC or ISRO/DOS and related establishments, during and after the end of the contract period. The scope of this Contract is restricted only to outsourcing of Engineering/Technical/Project Assistance services.

13.2 All other standard commercial terms and conditions of NESAC/DOS and Government of India for a tender of similar nature, shall also be applicable.

14 Arbitration In Case Of Differences Of Opinion

Any difference of opinions or disputes that arise during the execution of contract will be mutually discussed and settled between NESAC Contract-In-Charge and Service Provider. Any dispute that

remains unresolved thereafter will be referred to a one man Arbitrator, appointed by Director, NESAC, Umiam in accordance with Arbitration & Conciliation Act 1996 as amended, whose decision shall be final and binding on both the parties.

15 Monitoring And Termination Of Contract

- 15.1 NESAC Contract-In-charge and NESAC management shall carry out periodic reviews of the progress of the work at various stages during the contract duration. The Service Provider is required to provide all necessary information on this matter, as and when solicited by NESAC.
- 15.2 NESAC reserves the right to terminate the Contract or reduce the scope and number of deployed Engineering/Technical/Project Assistance any time within the Contract duration at short notice, if the Service Provider fails to provide satisfactory quality of the Services or fails to comply with any of the clauses mentioned above and laid down in the contract.
- 15.3 NESAC reserves the right to enter in to contract, with one or more Service Providers, at any time during the period of this contract.
- 15.4 If NESAC discovers during the period of contract, contractor not adhering to laws of land, contract will be short closed without assigning any reason or notice period.

16. Legal

- 16.1 The Service Provider shall be responsible for compliance of all statutory provisions relating to Contract Labour (Regulation and Abolition) Central Rules 1971, Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed at NESAC.
- 16.2 Service Provider shall also be liable for depositing all statutory taxes, levies, cess etc. on account of service rendered to NESAC to the concerned authorities from time to time as per the extant rules and regulations on the related subject.
- 16.3 The Service Provider shall maintain all statutory registers under the applicable Law. The Service Provider shall produce the same, on demand, to the concerned authority of NESAC or any other authority under Law. The Income Tax at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Act as amended from time to time. In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof, if NESAC is put into any loss / obligation, monetary or otherwise, NESAC shall have the right to recover such liability from the Service Provider.
- 16.4 The Service Provider shall be solely responsible for the redressal of grievances / resolution of disputes relating to personnel deployed by him, NESAC shall, in no way, be responsible for settlement of such disputes.

- 16.5 NESAC shall not be responsible for any damages, losses, claims, financial or other injury to any of the personnel deployed by Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 16.6 The Service Provider shall be responsible for any loss or damage caused to NESAC property / personnel due to the negligence of the personnel and shall make good of the losses
- 16.7 For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of the personnel deployed by the Service Provider at NESAC.
- 16.8 The workforce deployed by the Service Provider in NESAC shall not have any claims whatsoever of MASTER and SERVANT relationship nor have any PRINCIPAL and AGENT relationship with or against NESAC.
- 16.9 In case of termination of this contract on its expiry or otherwise, the workforce deployed by the Service Provider shall not be entitled to and will have no claim whatsoever for any kind of regular employment in NESAC/DOS.
- 16.10 The workforce deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, adhoc, regular / confirmed employees of NESAC during the currency or after the expiry of the Contract.

17 Financial

- 17.1 The Engineer shall be paid a sum of ₹25,300/- (Rupees Twenty Five Thousand Three Hundred only) per month and Technical/Project Assistance ₹18000/- (Rupees Fourteen thousand only) per month for giving service from Monday through Friday. NESAC will make 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 personnel deployed by the Service Provider and NESAC will not pay any contribution in this regard.**
- 17.2 NESAC will pay applicable Service Tax as per the prevailing rates.
- 17.3 The Wage payable to personnel against this contract is subjected to revision in case the Minimum Wages for similar/analogous services prescribed by Ministry of Labour and Employment, New Delhi exceeds agreed upon wages.
- 17.4 NESAC will 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 person per day and the same shall be firm and fixed during the currency of the contract. The Service Provider shall not quote the Fee / Service Charges in terms of percentage or in any other manner.*

- 17.5 In case of a person deployed coming late or going early twice a week, one day's wages shall be deducted from the total wages payable. If the late coming or early going persists for a period exceeding 5 days consecutively, the services of the individual shall be discontinued by the Service Provider, and a suitable replacement be provided immediately. Admn officer, NESAC shall intimate to the Service Provider or his representative in this regard.
- 17.6 Payment shall be made on receipt of Invoice / Bill which is duly certified by the identified Admn officer, NESAC and submitted to Accounts Officer, NESAC together with the following documentary proof. The Invoice / Bill shall indicate separately the -
- (a) Wages payable to personnel deployed
 - (b) Employers' contribution towards EPF and ESI
 - (d) Service Charge to the Service Provider and
 - (e) Service Tax as applicable.

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

- (I) Proof of payment of wages made to personnel for the preceding month for which receipt is submitted
- (II) Proof of remittance of both Employee's and Employer's contribution towards EPF and ESI made for the preceding month including the statements containing the names of the personnel deployed, Account Numbers, Contribution paid and
- (III) Proof of Service Tax paid for the preceding month towards bill amount received from NESAC, Umiam.
- (IV) Provide a declaration every 6 months on ESI and EPF containing names of manpower, Account No/Card No. and contribution paid.

The payment would be restricted to the number of persons actually deployed for providing the service and the number of days worked at the prescribed rate per person, per month.

NESAC reserves the right to withhold a portion /whole of the claim of service provider till the requisite documents as above are provided.

- 17.7 The Service Provider shall be under complete obligation to provide any other related document called for by NESAC from time to time.
- 17.8 NESAC shall make payment to the Service Provider with regard to wages for the previous month during the succeeding month against production of Bill / Invoice together with the above-mentioned documentary proof.

- 17.9 The Service Provider shall strictly adhere to all laws relating to the employment of labour.
- 17.10 The Service Provider shall make the payment to personnel deployed not later than 10th of succeeding month by anyone of the following modes:
- a. If the payment is made through ECS, the Service Provider shall complete the payment through ECS by 10th of the succeeding month and submit necessary proof from his banker to Admn Officer, NESAC towards the payment made for preceding month along with Bill / Invoice and other documentary proof.
 - b. If the payment is made by cheque, the Service Provider shall make the payment to the personnel deployed, in the presence of Admn. Officer, before 10th of the succeeding month. Whichever the mode of payment is opted, the Service Provider should issue a signed wage slip / statement on the letterhead to the personnel containing details such as number of days present, wages payable, recoveries made etc.
- 17.11 In case the Service Provider fails to make payment to the personnel deployed by 10th of the succeeding month as mentioned above and not remitted the amount related to ESI and EPF to the concerned authorities, NESAC reserves the right to make alternate arrangements for such payments and recover the amount so paid from the Service Provider either by deduction of any amount payable to the Service Provider under the work order / service contract or any other work order / service contract placed on the Service Provider by NESAC or as a debt payable by the Service Provider, and no notice shall be issued for such payment by NESAC.
- 17.12 The Service Provider shall issue valid PF and ESI cards to his entire personnel deployed. NESAC will verify the PF and ESI cards issued and also whether regular payments are being made to these authorities in respect of the personnel deployed by the Service Provider under this contract.
- 17.13 The Service Provider, in the presence of Admn officer, NESAC shall distribute the PF Statements to each of the personnel deployed and submit a copy as proof once in 6 months to Accounts Officer, NESAC.
- 17.14 The Service Provider shall obtain a valid licence under the contract labour (R & A) Act 1970 with revisions if any and the Contract Labour (Regulation and Abolition) Central Rules 1971 with revisions.
- 18 **Penalty Clause:** If the Service Provider is not able to maintain continuity in any individual Engineer and Technical/Project Assistance Service person in any month, as mentioned in point No.11 and 12 as referred above in the contract, then penalty charge per absentee, equivalent to 10% of One (01) Engineer and Technical/Project Assistance rate, may be deducted from Service Provider's total payments for that month. However while accounting of said penalty, above referred Engineer and Technical/Project Assistance rate will be considered after excluding of all type of employer's contribution (EPF, ESI etc.), administrative charges and service taxes.

19 Terms and conditions or clauses not covered in this document

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

20 Parallel Contract

20.10 NESAC reserves the right to enter into parallel contract(s) with one or more Service Providers during the currency of this contract for availing the same or similar service.

20.11 NESAC reserves the right to terminate the contract without assigning any reasons by giving a prior notice of 30 days.

20.12 In order to indentify more than one service provider, NESAC reserves the right to award the contract to any other service provider willing to provide the services at the lowest competitive price negotiated with L1.

21 Security Deposit and its forfeiture

21.10 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 shall furnish Security Deposit for 10% (Ten per cent) of the total contract value. The Security Deposit shall not carry any interest and shall be returned after the completion of all the contractual obligations.

21.11 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) right to terminate the contract forthwith and/or to forfeit the entire or part of the amount of security deposit or any part thereof.

22. Jurisdiction

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

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**Government of India
Department of Space
NORTH EASTERN SPACE APPLICATIONS CENTRE
Umiam-793103, Meghalaya**

**PROVIDING OF ENGINEER SERVICES
AND TECHNICAL/PROJECT ASSISTANCE SERVICES –TECHNO COMMERCIAL
DETAILS**

**1. For Providing Engineer Services and Technical/Project Assistance Services to
NESAC/DOS, Umiam-793103, Meghalaya**

2. Name of Service Provider / :

Tendering Company / Firm / Agency :

(Attach certificate of registration) :

3. Name of Proprietor / Director :

of Company / Firm / Agency :

4. Full Address of Regd. Office :

Telephone & Mobile No. :

FAX No. :

E-Mail Address :

5. Full address of Operating / :

Branch Office :

Telephone & Mobile No. :

FAX No. :

E-Mail Address :

6. Name and Mobile No. of the
Contact Person representing
the Service Provider :

7. PAN / GIR No. :

(Attach Self Attested copy)

8. Service Tax Registration No. :

(Attach Self Attested copy)

9. E.P.F. Registration No. :

(Attach Self Attested copy)

10. E.S.I. Registration No. :

(Attach Self Attested copy)

11. Give details of the major similar latest contracts handled / being handled by the tendering / Firm / Agency during the last 3 years in the following format:

Sl. No.	Details of client along with address, telephone and FAX numbers	Amount of Contract (₹ in lakh)	Duration of Contract	
			From	To
1.				
2.				
3.				

Format for submitting the Quotation – ENGINEER SERVICES
AND TECHNICAL/PROJECT ASSISTANCE SERVICES

Sl. No.	Description	Wages payable per person per month in Rupees (including Employee EPF & ESI)		
PART - A				
1.	ENGINEER SERVICES	Wages	Wages for the 1 st Year	Wages after completion of 1year if extended under mutual consent
			₹ 25300/-	₹ 27000/-
2	TECHNICAL/PROJECT ASSISTANCE SERVICES	Wages	₹ 18000/-	₹ 19000/-
PART - B				
6.	Service charges of the Service Provider per person per day <i>(The Service Provider should quote the service Charges only in terms of fixed amount per person per day and the same shall be firm and fixed during the currency of the contract. The Service Provider shall not indicate / quote the Service Charges in terms of percentage or in any other manner).</i>			
TOTAL				

Signature of the Authorized Signatory with Seal

INSTRUCTIONS TO THE TENDERING SERVICE PROVIDER

1. Service Provider shall follow the provisions of Contract Labour (Regulation and Abolition) Act, 1970.
2. The Wages per person per month in respect of Engineer Service is ₹25300/- (Rupees Twenty five thousand three hundred only) and for Technical/Project Assistance Service is ₹18000/- (Rupees Eighteen thousand only) per person per month.
3. NESAC shall reimburse monthly payment towards Employer's contribution of EPF and ESI at the prevailing rates. Employee's contribution towards EPF and ESI has to be borne by the personnel deployed by the Service Provider and NESAC will not pay any contribution in this regard.
4. The rates quoted for **Part-B** above by the tendering agency should be exclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
5. NESAC shall pay Service Tax as applicable on WAGES and SERVICE CHARGES. However, the Service Provider is responsible for remitting ESI & EPF in respect of both Employee's and Employer's to the concerned Government authorities.
6. For cost competitiveness, Part B will be considered.

DECLARATION

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

1. I, _____ Son/Daughter/Wife of Shri _____ Proprietor/Director/Authorized signatory of the Agency/Firm, am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender for providing Engineer Service and Technical/Project Assistance Service to NESAC/DOS and undertake to abide by them.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my / our tender at any stage besides liabilities towards prosecution under appropriate law.
4. I agree to pay the Wages to the personnel in time as prescribed by NESAC and remit ESI and EPF of both Employee's as well as Employer's without fail to the concerned government authorities regularly. Provide declaration every 6 months on ESI & EPF containing details of names of manpower, Account No/Card No. and Amount credited in their account.
5. I also agree to abide by all the statutory requirements as prevailing from time to time. I also accept for adjustments of dues if any from the security deposit submitted to the office.

Signature of authorized Signatory

Full Name:

Date:

Place:

Seal:

UNDERTAKING

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

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

Signature of authorized Signatory:

Full Name:

Date

Place:

Seal:

Compliance Statement

Sl. No.	Particulars	YES or NO
1.	Self Attested copy of registration certificate of agency for providing manpower (issued by Central/State Labour Commissioner)	
2.	Self Attested copy of PAN / GIR Card	
3.	Self Attested copy of the latest IT Return filed by agency	
4.	Self Attested copy of Service Tax Registration Certificate	
5.	Self Attested copy of the E.P.F. Registration letter / certificate	
6.	Self Attested copy of the E.S.I Registration letter / certificate	
7.	Financial Statements like Profit & Loss Account, Balance Sheet etc. in support of financial turnover of the agency	
8.	Statement of Bank A/C for the last six months in the name of the Company / Agency	
9.	Details of Similar work carried out/agreement made by company for the last 3 years along with proof	
10.	Signed declaration as per Annexure C	
11.	Undertaking by the Contracting Company / Firm / Agency that the contracting Company / Firm / Agency is having no legal suit/criminal case either pending against its proprietor or any of its Directors (in the case of Private Ltd. Company) or being contemplated and having not been earlier convicted on grounds of moral turpitude or for violation of laws in force as per Annexure-D	

Note for Service Providers: For eligibility, all the conditions will be considered. Application of the Contracting Company / Firm / Agency which does not have any earlier experience in the similar Support Service will not be considered.

(Signature of the Authorized Signatory with Seal)