



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5737055
Dated/दिनांक : 06-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-01-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-01-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Department Of Space
Department Name/विभाग का नाम	Department Of Space
Organisation Name/संगठन का नाम	Indian Space Research Organization
Office Name/कार्यालय का नाम	Laboratory For Electrooptics Systems
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Semi-skilled; High School; Admin
Contract Period/अनुबंध अवधि	1 Year(s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
Floor Price/न्यूनतम मूल्य	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
Estimated Bid Value/अनुमानित बिड मूल्य	4700758.35
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DIRECTOR, LEOS
LABORATORY FOR ELECTRO-OPTICS SYSTEMS, (ISRO), PEENYA INDUSTRIAL ESTATE, PEENYA 1ST CROSS, 1ST
PHASE, BENGALURU - 560058
(Director)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be

exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:Two or more Contracts during the last 5 Years

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:Two or more Contracts during the last 5 Years

Geographic Presence: Office registration certificate:Bengaluru

Scope of work & Job description:[1736154772.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1736154781.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; High School; Admin (13)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Semi-skilled
Educational Qualification	High School
Type of Function	Admin
List of Profiles	REPROGRAPHIC ASSISTANTS
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	UNIFORM LIVERIES
Title for Optional Allowances 2	-
Title for Optional Allowances 3	-
Designation	REPROGRAPHIC ASSISTANTS

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Ganthimeri Akkisetty	560058,Laboratory for Electro-Optics Systems (LEOS) First Cross, First Phase Peenya Industrial Estate	13	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 868 • Bonus (INR per day) : 0 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 8.14 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 75 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

4. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Annexure - 2

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GENERAL TERMS AND CONDITIONS FOR MANPOWER CONTRACT

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विद्युत-प्रकाशिकी तंत्र प्रयोगशाला, इसरो

LABORATORY FOR ELECTRO-OPTICS SYSTEMS, (ISRO)

पीण्या, बेंगलूरु / PEENYA, BENGALURU-560 058

Sub: Service Contract for providing Reprographic Assistants at LEOS/ISRO.

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PREAMBLE:

The term LEOS means Laboratory for Electro-Optics Systems [LEOS] and is located at 1st Stage, 1st Cross, Peenya Industrial Estate, Bengaluru - 560058.

1.0 DEFINITIONS:

- 1.1** The term "**Laboratory for Electro-Optics Systems [LEOS]**", a unit under the Indian Space Research Organization (ISRO) of the hereinafter called "**Service Receiver**" includes its Units/Entities/Groups/Divisions and facilities all over Karnataka State under the Administrative control of LEOS and its offices located at 1st Stage, 1st Cross, Peenya Industrial Estate, Bengaluru - 560058.

1.2 The term "**Service Provider/Bidder**" shall mean any registered Establishment which can be deemed responsible and held accountable for executing the Service Contract.

1.3 The term "**Focal Point**" shall mean the designated officials of LEOS, who will be from the technical/administrative stream of the Units/Entities/Groups/Divisions, who will be coordinating with the Supervisor of the Service Provider/Bidder. The Focal Point of LEOS shall be mentioned in the respective Service Contract.

1.4 The term "Supervisor" shall mean the identified/qualified work-force of "Service Provider/Bidder".

1.5 The term "**Paying Authority**" shall mean the respective ~~Sr. Accounts Officer~~ Accounts Officer of the LEOS.

2.0 Documents required to be submitted by the Service Provider/Bidder

2.1 The Bidder has to submit the details as per Annexure-A for the Tender.

2.2 The Bidder has to submit Declaration Form as per Annexure-B.

2.3 The Bidder has to submit Compliance Statement as per Annexure-C.

3.0 Scope of the work:

1.1 3.1 The REPROGRAPHIC ASSISTANT shall extend necessary office assistance to the employees in carrying out the following activities on hourly basis:

- i) Taking of Xerox copies of letters, reports, documents, files, etc., collating, arranging circulation/distribution etc.
- ii) Movement of documents etc.
- iii) Necessary support to the Officers and Staff Members.
- iv) Specific work, if any, given by the Officers and Staff Members.

1.2 The Service Provider / supervisor shall carry out the followings:

- i. Coordination between the LEOS and the Reprographic Assistant.
- ii. Ensure strict discipline, attendance and proper decorum of the Reprographic Assistant.
- iii. Providing efficient replacement in case of absence of Reprographic Assistant to ensure timely completion

of the scheduled/assigned activities.

3.3 Operational Requirements:

Qualification of Reprographic Assistant:-

Qualification of Reprographic Assistants for providing reprographic service etc., S.S.L.C / SSC/ X Std Pass.

3.3.1 Working hours:

The working hours of LEOS is 8:30 AM to 5:00 PM for 5 days a week.

3.3.2 LEOS reserves the right to call for the breakup of components considered for arriving the quoted price.

3.3.3 LEOS reserves the right to accept or reject the offer without assigning any reason.

4.0 **Period of Contract:**

The proposed Service Contract will be valid for a period of 12 months from the contract Service Start Date.

5.0 **Working Hours:**

5.1 Normal Working Hours: - Generally the working hours of LEOS are from 0830 hours to 1700 hours with half an hour lunch break. The Service Provider/Bidder has to execute the work from Monday to Friday in the normal working hours.

5.2 Round the Clock Working Hours: - In certain specified areas as defined in the scope of work, the activities are to be carried out on round-the-clock basis as determined by the Focal Point, LEOS as defined in the scope of work. The shift timings in such instances will be specified in the scope of work.

5.3 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.

5.4 Change in Working Hours: - The Service Provider/Bidder shall also adhere to any changes made in the present shift timings in the specified area of the Unit and shall follow the said changed timings.

6.0 **Purchase Preference Policies of the Government**

Unless otherwise stipulated in Specific Terms & Conditions, the Procuring Entity reserves its right to grant preferences to the Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.

6.1 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

6.1.1 Registration of MSEs

1) MSEs interested in availing such benefits must enclose in Form 1.2 with their offer the Udyam Registration Certificate with the Udyam Registration Number as proof of their being MSE registered on the Udyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.

2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:

(a) The proprietor(s) shall be SC/ ST or women in proprietary MSEs

(b) At least 51% shares shall be held by the SC/ ST or women partners in a Partnership MSEs.

(c) At least 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

6.1.2 Support to MSEs

a) Tender sets shall be provided free of cost to MSEs.

b) MSEs shall be exempted from payment of Earnest Money.

6.1.3 Reservation of specific items for procurement

If so stipulated in Tender Information Summary (TIS Appendix to NIT), this procurement is reserved as per the Public Procurement Policy for the Micro and Small Enterprises Order, 2012, for exclusive purchase from Micro and Small Enterprises (MSEs) registered with agencies. In such a case, only such MSEs shall be eligible to submit a bid and be considered.

6.1.4 Purchase Preference to MSEs

The Procuring Entity reserves its right to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders. All other terms and conditions shall be applicable as per O.M.No.C.13045/14/2010-III dated 23.07.2012 issued by Ministry of MSME, as amended from time to time.

6.2 **In order to avail the benefits extended by the Government of India to Micro & Small Enterprises, Bidder/Service Providers should submit a copy of valid Certificate as mentioned in Clause 6.1.1 along with their bid.** No claim, whatsoever, will be entertained after tender due date & time.

7.0 **Legal:**

7.1 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.

7.2 The Service Provider/Bidder shall abide by the law of the land including, Contract Labour (Regulation & Abolition) Act, EPF Act, ESI Act, Minimum Wages Act, Equal Remuneration Act, Employees Compensation Act, Payment of Wages Act, Income Tax Act, Goods and Service Tax Act and all labour related laws/Acts 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 work-force at all times during the currency of the Service Contract.

7.3 The Service Provider/Bidder will discharge all the legal obligations in respect of the work-force 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 indemnified ISRO/LEOS 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 ISRO/LEOS shall be final and binding on the Service Provider/Bidder.

7.4 The timely payment of remuneration to the work-force, 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.

7.5 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.

7.6 The Service Provider/Bidder shall completely be responsible to maintain the Attendance, acquaintance of remuneration paid, EPF. 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.

- 7.6.1 The Service Provider/Bidder is fully responsible disbursing monthly payment of remuneration to their work-force engaged in LEOS, within the time limit prescribed in the relevant Act/Rules.
- 7.6.2 Payment reimbursement shall be made to the Service Provider on monthly basis for the actual units of work completed and on receipt of the invoice/bill which is duly certified by the Focal Points and approved by concerned Divisional Head/Group Head in LEOS and submitted to the Accounts Officer, LEOS in the prescribed format together with the following documentary proof.
- i. Proof of payment of remuneration made to the work-force for the preceding month duly certified by the Service Provider.
 - ii. Proof of remittance of both Employees and Employer's contribution towards EPF, as the case may be, made for the preceding month.
 - iii. The statements containing the names of the work-force engaged, Account numbers, Total Man-days of work performed by each work-force, contribution paid etc.
 - iv. Proof of Goods and Service Tax paid for the preceding month towards bill amount received from LEOS.
 - v. The Service Provider should maintain basic records essential to provide the details mentioned under clause 7.6.2 (i) to (iv) for verification.
- 7.6.3 **The Service Provider/Bidder shall make the payment to the work-force by the 5th day of the succeeding month through the bank account of the respective work-force.** The Service Provider/Bidder should issue signed wage slip/statement on their letterhead to the work-force containing details of remuneration paid, recoveries made etc.
- 7.6.4 The successful bidder shall engage the work-force 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 workforce to the Administrative Officer (PR), LEOS within seven days from the date of receipt of Purchase Order or before deployment of workforce, whichever is earlier.
- 7.6.5 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 (PR), LEOS along with the following documents:
- (a) Copy of LEOS Purchase Order
 - (b) Police Clearance Certificate as at Clause 7.6.5(i);
 - (c) ID card issued by the Service Provider as at Clause 7.6.5(ii);
 - (d) Copy of the AADHAR;
 - (e) Copy of PAN Card (wherever applicable); and
 - (f) 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 work-force engaged for duty. The Service Provider/Bidder shall engage the work-force 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 tamper proof Identity Card with their firm's logo to the work force deployed by them to LEOS.

- 7.6.6 The work-force once engaged for the Service shall not be changed without the prior concurrence of the Focal Point, LEOS.
- 7.7 The Service Provider/Bidder shall submit to the respective Paying Authority of the Service Receiver, the details of the monthly remuneration in the form of a pay-slip made by them to their workforce including the deductions, by 7th of the following month.
- 7.8 In case, the Service Provider/Bidder fails to comply with any statutory/taxation liability under the appropriate law, and as a result, if ISRO/LEOS is put under any loss/obligation, monetary or otherwise, ISRO/LEOS 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.
- 7.9 The Service Provider/Bidder shall be bound by the details furnished by them to LEOS 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 this Contract making the Service Provider/Bidder liable for legal action besides termination of this Contract and forfeiture of Security Deposit.
- 7.10 The Service Provider/Bidder shall not be allowed to transfer, pledge, assign or sub Contract its rights and liabilities under this Contract to any other agency.
- 7.11 The Service Provider/Bidder shall be solely responsible for the redressal of grievances/resolution of disputes relating to the work-force 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.
- 7.12 For all intents and purposes, the Service Provider/Bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of the work-force engaged by the Service Provider/Bidder at LEOS. The workforce engaged by the Service Provider/Bidder in LEOS shall not have any claim whatsoever of "Master and Servant" relationship nor have any "Principal and Agent" relationship with or against LEOS for the said services.

- 7.13 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.
- 7.14 The successful bidder upon being served with this Contract by the Service Receiver shall obtain all necessary Labour License from the concerned Labour Department and the License shall be valid till the currency of this Contract and shall be extended whenever required.
- 7.15 Any other terms, conditions or clauses not covered in this document shall be in accordance with other statutory Rules / Acts of respective Government applicable to DOS/ISRO.
- 7.16 The Partners or Shareholders or Directors or Executives or Officers of the Service Provider shall not engage themselves as workforce under this Contract in LEOS.
- 7.17 The Service Provider/Bidder should engage a Supervisor who is capable of supervising the work carried out by its work force at their cost.
- 7.18 In case of termination of Contract on its expiry or otherwise, the work-force engaged by the Service Provider /Bidder shall not be entitled to and shall have no claim whatsoever for any kind of employment in LEOS/ISRO and shall be made known by the Service Provider to their workforce before being engaged.
- 7.19 The status of the Service Provider/Bidder shall be that of an independent Service Provider/Bidder. The Service Provider/Bidder and its work-force performing under this Service Contract shall not be the employees of LEOS. Neither the Service Provider/Bidder nor its work-force shall be considered as employees of LEOS. Such work-force has no right for subsequent regularization.
- 7.20 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 Contract.
- 7.21 The Service Provider/Bidder shall be bound to accept all instructions/ directions issued by the Focal Point of LEOS or any other person duly authorized by them relating to the execution of the Service Contract.
- 7.22 The Service Provider/Bidder shall maintain a register for the execution of the work and get endorsement of the same from the Focal Point of LEOS every day for having completed the work satisfactorily.
- 7.23 The details of work handled by the work-force, Supervisor and Establishment should be kept secret and should not be divulged to any person or outside agencies.
- 7.24 The Service Receiver reserves the right to reject any of the work-force engaged by the Service Provider/Bidder, if the presence or activity of such workforce is detrimental to the interest or discipline or security of the Service Receiver.
- 7.25 The Service Provider shall try to avoid deploying work force who was engaged for more than three years for t

he Service Receiver under various Contracts with the consent of Focal point of LEOS.

7.26 The Service Provider/Bidder is responsible to complete the quantum of work as specified in the Contract and as required by the Service Receiver. In case of absence of any work-force, the 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 work-force whose Character and Antecedents are verified.

8.0 Financial:

8.1 LEOS shall pay the rates agreed upon to the Service Provider/Bidder on monthly pro-rata basis on completion of the specified quantity of work mentioned in the Contract.

8.2 The rate(s) mentioned in the Contract shall be firm and fixed during the currency of the Contract.

8.3 The Service Provider/Bidder shall ensure that the remuneration paid to workforce engaged shall not be less than the minimum wages fixed by the Ministry of Labour and Employment, Government of India or Government of Karnataka or by ISRO/LEOS, from time to time (whichever is the highest).

8.4 It may be noted that the bids not meeting the minimum wages or Percentage of Service Charge fixed by the Ministry of Finance will be rejected by LEOS.

8.5 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, this Contract is also liable to be terminated and any amount due to the Service Provider/Bidder against this or any other Contract from the Service Receiver is also liable to be appropriated.

8.6 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/man-power 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.

8.7 The requirement of the quantum of work mentioned in this Contract may vary & is subject to change based on actual requirement of the Service Receiver. The Service Provider has to complete any additional or sporadic requirement as required by the Service Receiver by engaging their workforce. The payment will be based on the quantum of work completed which should be duly certified by the authorized official of the Service Receiver.

8.8 **Early - Going / Late - Coming:** In case of a Workforce deployed coming late or going early twice a week, remunerations for one unit shall be deducted from the total remunerations payable. If the late coming or early going persists for a period exceeding 5 days consecutively, the service replacement be provided immediately. The identified 'Focal Point' in LEOS shall intimate to the Service Provider or his representative in this regard.

8.9 Stitched Uniforms & Liveries:

a) Two Pair of Good quality uniform @ the rate of Rs. 3000/- per workforce should be provided to the Repographic Assistants. The cost of the Uniform is fixed and apportioned in the rate per man-day under optional allowances.

b) Colour & quality of the Uniform shall be decided by LEOS.

c) Service Provider shall submit a sample uniform as per the decision of LEOS and take the clearance of focal point within 3 working days from the date of the Contract or date of information about colour & quality from LEOS whichever is later.

d) Service Provider shall ensure that the deployed workforce report to the duty in a neat and proper uniform with their Company logo on all working days, starting from 10th day of Uniform clearance by LEOS.

9.0 **Award of Contract**

Any bid received with less than the minimum Service charge fixed by the Ministry of Finance shall be rejected. Among valid bids, the award of Contract shall be decided in the following manner.

- a. Contract will be awarded to overall L1 considering the prevailing government rules in respect of MSEs or any other applicable rules from time to time.
- b. In case of possibility of splitting the categories, L1 for each category will be awarded with the Contract. However, Specific mention about splitting the contract category wise will be mentioned in the Scope of work of the Tender.
- c. In case of a tie in quoted rates, L1 shall be decided by selecting Auto run method in GeM.

10.0 **Submission of Bills and Payment:**

10.1 The Service Provider/Bidder's bills shall be submitted before 7th (Seventh) of every month with due certifications to the respective Paying Authority.

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

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

- i. Contributions towards Employer's and Employee's Provident Fund, wherever applicable.
- ii. Contributions towards Employer's and Employee's State Insurance (if applicable)
- iii. Service Charges to the Service Provider, if any.
- iv. GST as applicable

10.4 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.

10.5 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 this Contract, the Service Receiver shall be entitled to deduct/recover the same from the payment against this Contract due to the Service Provider.

11.0 Safety and Security:

11.1 The Service Receiver's premises being a High Security Area, the work-force 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 18 years and maximum age shall be as prescribed by the Government for such categories. Work-force should not have any criminal back ground.**

11.2 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 LEOS Property/Personnel due to negligence of the work-force 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.

11.3 The Service Receiver shall not be responsible for any damages, losses, claims, financial or other injury to any of the work-force engaged by the Service Provider/Bidder in the course of their performing the functions/duties, or for payment towards any compensation. The work-force shall adequately be insured by the Service Provider/Bidder against accidents including loss of life as mentioned in Clause 12 hereunder.

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

11.5 In case, the work-force engaged by the Service Provider/Bidder commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence, the Service Provider/Bidder shall forthwith remove the work-force under intimation to the Focal Point. The Service Provider/Bidder shall replace immediately any of its work-force who is/are found unacceptable because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from LEOS.

11.6 The work-force engaged by the Service Provider at LEOS should not carry any Technical/Electronic Gadgets inside the LEOS Campus and shall follow all Security and Safety norms as prescribed by the Service Receiver, from time to time.

11.7 The Service Provider/Bidder shall ensure that the work-force engaged by them are disciplined and do not participate in any acts prejudicial to the interest of the Service Receiver.

11.8 The Service Provider/Bidder shall solely be responsible for the redressal of grievances/dispute relating to work-force engaged.

12.0 Compensation to Workforce

12.1 ISRO/LEOS have adopted the guidelines to grant compensation in case of death/permanent incapacitation of persons engaged by the Service Provider/Bidder due to unintended/ unforeseen occurrences during maintenance, operation and provisioning of Public Services.

12.2 The extent of liability, on the occurrence of any "accident" as defined under these Guidelines, Department shall be liable to pay compensation to such extent as prescribed below:

(a) In the event of death or permanent disability resulting from loss of limbs: Rs.10 Lakh.

(b) In the event of other permanent disability: Rs.7 Lakh.

12.3 Any compensation paid under these Guidelines shall be recoverable from such Service Provider/Bidder concerned.

12.4 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 All Risk Insurance (ARI) Policy for their workforce from any of the Insurance Companies as approved by the Insurance Regulatory & Development Authority of India (IRDA), and for all the work during the execution.

12.5 The Service Provider/Bidder concerned shall have to furnish originals of the ARI Policy 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. Entry passes will be issued to the workforce of the Service Provider only after receipt of the original policy documents from the Service Provider Concerned. Individual policies with a minimum coverage of Rs.10 Lakhs per person (in the name of the Service Provider's Workforce) shall be taken by the Service Provider.

12.6 The Service Provider/Bidder should provide their unconditional acceptance to these guidelines duly signed by their authorized signatory which is mandatory for acceptance of their offer.

13.0 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 Contract and for any default of activities and obligations.

14.0 Severability:

If any provision of this 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 Contract.

15.0 Immunity from liability:

Every person who is a party to the Service Contract is hereby notified and agrees that the State, LEOS 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.

16.0 Intellectual Property:

The Service Provider/Bidder agrees that they should not use the Name/logos of ISRO 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.

17.0 Termination and Short Closing of Contract:

17.1 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 this Contract wholly or partly by giving a prior notice of not less than 30 days, without any obligation on its side.

17.2 If the Service Provider/successful Bidder want to withdraw this Contract voluntarily, a prior notice of 30 days is required.

17.3 The Service Contract is liable to be terminated without notice and the Security Deposit under this Contract shall be liable to be forfeited in the following circumstances: -

17.3.1 For the breach of any material term, condition or provision of this Service Contract by Service Provider/Bidder.

17.3.2 Any statement, representation or certification is false, deceptive or materially incorrect or incomplete.

17.3.3 The Service Provider/Bidder or any of its workforce and agents has committed or engaged in fraud, misappropriation, embezzlement, malfeasance or misfeasance.

17.3.4 If the Service Provider/Bidder terminates or suspends their business, without giving prescribed notice.

17.3.5 The Service Provider/Bidder's license or certification is suspended, terminated, revoked or forfeited.

17.3.6 If the Service Provider/Bidder failed to comply with any applicable law of the land.

17.3.7 In the event of sustenance of loss by the Service Receiver due to the premature termination of this Contract by the Service Provider, the same shall be recovered from the Security Deposit.

18.0 Security Deposit:

The Service Provider/Bidder shall guarantee faithful execution of the Contract in accordance with the terms & Conditions specified. As a performance security, the Service Provider shall furnish Security Deposit for **3 per cent (3%) or** percentage fixed by the Government which will be intimated by the Service Receiver time to time, **of the total Service Contract/Order value.** The Security Deposit shall be executed within 20 days after Receipt of Purchase Order as per the Format attached to PO. The Security Deposit is to be furnished in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from Nationalized Bank/Scheduled Bank approved by RBI or any other acceptable form. The Security Deposit shall be executed on a **Non-Judicial Stamp Paper of Rs. 200/- value** and shall be valid for a period of 60 days beyond the date of completion of the P.O/Contract. In case the Service Provider/Bidder fails to furnish the Security Deposit within 20 days from the date of receipt of this Contract, the Purchase Order shall be Cancelled or Terminated and appropriate penal action shall be initiated. Any breach of the Terms and Conditions of the PO including Delivery Period, Security Deposit shall be forfeited and PO shall be terminated and cancelled at the Contractors risk, cost and liability. The Security Deposit will not carry any interest and shall be returned after completely executing the order.

19.0 Parallel/Adhoc Contract:

LEOS reserves the right to enter into parallel/adhoc Contract with one or more Service Provider/Bidders in order to facilitate deployment of work-force during the currency of this Contract for availing the same or similar Services.

20.0 Volume of work:

Maximum and Minimum monthly volume of work is approximately **3000 hours** and **2400 hours** respectively (inclusive of extra working hours). Number of Reprographic Assistant may vary depending on the demand/requirement. However, it may be noted that there is no guarantee for minimum work load and minimum assured number of Reprographic Assistant during any month and also total work load during the tenure of the work order. The payment shall be made based on actual number of Reprographic Assistant executed

21.0 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 work-force unable to complete the tasks assigned to them in time, then the Service Provider/Bidder shall give notice within 7 days to the Service Receiver in writing of his claim for an e

xtension 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 Order.

22.0 Jurisdiction

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

23.0 Applicable Law:

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

24.0 Arbitration:

In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent, in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 together with amendments thereto or any modification thereof. The Arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre - Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only. Work under the contract shall be continued by the Service Provider/Bidder during the pendency of arbitration proceedings, without prejudice to a final adjustment in the accordance with the decision of the Arbitrator unless otherwise directed in writing by the Service receiver or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

25.0 FOCAL POINT:

Ø Administrative Officer or any authorized Officer shall act as Focal Point to interact with the Services Provider for this Contract.

Telephone No. 080-22685001 and Email Id :admin@leos.gov.in

26.0 OTHER CONDITIONS:

Ø In case of leave or absenteeism of any work force for a period exceeding fifteen days, the Service Provider shall arrange for suitable replacement. The workforce shall avail leave with the prior consent of the Focal Point, at LEOS and keep the Service Provider informed of availing leave. Whenever, the workforce should be deposited with LEOS Administration. The work force shall not be entitled to any paid leave by LEOS even on medical grounds.

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

27.0 Terms and Conditions or clauses not covered in this document:

Any other Terms, conditions or clauses not covered in this document shall be in accordance with concerned Labour and other statutory rules/acts, applicable to DOS/ISRO.

28.0 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.

29.0 Indemnity Bond:

The Service provider shall indemnify LEOS on Rs. 200/- (Rupees Two Hundred Only) Non-Judicial Stamp Paper against any action, claims or proceedings relating to infringement of all any of the prevailing laws like Workmen Compensation Act 1923, Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971, EPF Act, ESI Act, Industrial Dispute Act and other Act(s) specifically not mentioned during the currency of the contract. Indemnity Bond has to be executed as per specimen to be provided to the successful service provider only.

30.0 Compensation for Damages caused to Persons, Goods, Property etc:

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

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

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

31.0 Evaluation Criteria:

1. As the requested services are very essential in nature and deployment of workforce should be ensured on day to day basis, the service provider who are having their Registered Office / Branch Office in Bengaluru Limits only shall participate in this tender. In this connection, a valid copy of establishment registration certificate issued by Local Authorities/Municipality/Corporations

shall be submitted along with their offer. Also, Service Provider should not change its office location outside Bengaluru during the currency of contract.

2. The Service provider should have proficiency in carrying out similar nature of work handling sensitive, sophisticated, delicate, precision equipment etc. under contract for a minimum period of one year by deploying Workforce [not less than 40 workforces] for any of the Central / State Government / ISRO / DRDO/ CPSU/ State PSU / Autonomous Bodies / Government Departments.

3. The bidder should submit the declaration as mentioned in Annexure - C.

4. The Bidder should submit the declaration regarding details of establishment as mentioned in Annexure - D.

5. The Bidder should submit No Near Relative Certificate as mentioned in Annexure-E.

6. The bidder should submit the undertaking for maintaining Secrecy and confidentiality as mentioned in Annexure -F.

7. The bidder should submit declaration with respect to court cases, if any pending or being contemplated against Service Provider / Bidder as per Annexure-G

8. The bidder should submit all the necessary documents as required in Annexure -H.

32.0 Validity: -

The Bid and the prices quoted shall remain valid for 90 days from the date of opening of the Tender for Single Part Tender. In case of Two Part Tender, bid validity shall remain valid for 120 days from the date of opening Part-1 and 60 days from the date of opening of Part-2 bid.

33.0 Solvency Certificate:

-

The Service Provider / bidder shall submit the latest valid Bank Solvency Certificate for Rs. 31.72 Lakhs, issued by a Scheduled / Nationalized Bank. The issuing date of such Solvency Certificate shall be within Six month of bid closing date.

34.0 SECRECY:

-

Ø The details of work handled by the work-force, Supervisor and Establishment should be kept secret and should not be divulged to any person or outside agencies.

35.0 SUBLETTING OF CONTRACT:

-

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

36.0 TAXES:

-

Ø Applicable taxes including TDS, GST TDS shall be paid or deducted, as the case may be, from time to time.

Annexure -A

BIO-DATA OF THE WORK FORCE TO BE ENGAGED

(To be provided by the Service Provider against each Work Order)

1	Work Package No. Date & Validity	
2.	Name (in block / capital letters only)	Shri/Smt./Kum.*
3	Gender	Male/Female/Others*
4	(a)Religion	
	(b) Category (SC /ST/OBC/PH /Ex-Serviceman)	
5	Nationality	
6	Date of Birth (DD-MM_YYYY)	
7	Name of the Parent/Guardian	Shri/Smt*
8	Relationship with the Parent/ Guardian	Father/ Mother/Spouse*
9	Material Status	Married/ Unmarried*

10	Aadhaar Card No.				
11	Educational Qualification				
	Sl .No	Qualification	Name of the Board /University	% of Marks	Class/Division
	i.				
	ii.				
	iii.				
	iv.				
12	Work- Experience	Years.....Months		
	Sl .No	Name of the establishment	Period		Nature of Work
			From	To	
	i.				
	ii.				
iii.					
13	Identification mark(s)				
14	References (Two reputed work-force in your locality) -Name, Address and Phone No.		1. 2.		
15.	Present Address:				
	House No./Name				
	Place/Street/Area				
	Village/City/Town				
	Post Office				
	District				
	State				

	PIN Code	
	Phone No.	
16.	Permanent Address:	
	House No./Name	
	Place/Street/Area	
	Village/City/Town	
	Post Office	
	District	
	State	
	PIN Code	
	Phone No.	
17	ID Proof	Voter ID/PAN Card/Driving License/ Passport/ Aadhaar Card* No.:
* Strike whichever is not applicable		

(Kindly enclosed copies of proof for age, qualification, experience etc.)

I, declare that all the above mentioned details are true and correct in my knowledge. I also declare that no criminal case is pending against me in any court of law.

Date:

Signature:

Place:

Name:

(ON THE LETTER HAED OF THE SERVICE PROVIDER)

(To be provided by the Service Provider against each Work Order)

I /We enclosed the Bio -data / Details of the Following Work-force. I have Verified and found out that the Bio-data /detai

Is furnished are correct to the best of my knowledge and belief.

(signature of Authorized Signatory of
the Service Provider with Seal)

Name in full:

Date:

Place:

ANNEXURE-B

FORM FOR ISSUING ENTRY PASS BY SERVICE RECEIVER

(ON THE LETTER HEAD OFB THE SERVICE PROVIDER)

(To be provided by the Service Provider against each Work Order)

1	Work Package No. Date & Validity	
2.	Name (in block / capital letters only)	Shri/Smt./Kum.*
3	Gender	Male/Female/Others*
4	(a)Religion	
5	(b) Category (SC /ST/OBC/PH /Ex-Serviceman)	
6	Nationality	
7	Date of Birth (DD-MM_YYYY)	
8	Name of the Parent/Guardian	Shri/Smt*

9	Relationship with the Parent/ Guardian	Father/ Mother/Spouse*			
10	Material Status	Married/ Unmarried*			
11	Aadhaar Card No.				
12	Educational Qualification				
	Sl .No	Qualification	Name of the Board/University	% of Marks	Class/Division
	i.				
	ii.				
	iii.				
	iv.				
	Work- ExperienceYears.....Months			
	Sl .No	Name of the establishment	Period		Nature of Work
			From	To	
13	i.				
	ii.				
	iii.				
14	Identification mark(s)				
15	References (Two reputed work-force in your locality) -Name, Address and Phone No.	1. 2.			
	Present Address:				
	House No./Name				
	Place/Street/Area				
	Village/City/Town				
	Post Office				

16	District		
	State		
	Pin Code		
	Phone No.		
17.	Permanent Address:		
	House No./Name		
	Place/Street/Area		
	Village/City/Town		
	Post Office		
	District		
	State		
	Pin Code		
	Phone No.		
18	ID Proof	Voter ID/PAN Card/Driving License/ Passport/ Aadhaar Card* No.:	
19	EPF NO.		
20	ESI NO.		
21	Police Verification Details	Document No.	
		Issue Date	

(Kindly enclosed copies of ID Proof and PVC)

Verified from the records and found correct to the best of my knowledge and belief.

(signature of Authorized Signatory of
the Service Provider with Seal)

Name in full:

Date:

Place:

E-C

DECLARATION BY THE SERVICE PROVIDER

(To be provided by the Service Provider with Eo/ Tender on the letter head of the Service Provider)

1. I/We, Son/Daughter/Wife/ Husband of Shri/Smt.
... .. (Proprietor/Partner/Director/Authorized Signatory of the Firm)
I am competent to sign the declaration and execute this Eo/ Tender.
2. I/We have carefully read and understood all the enclosed terms and conditions and undertake to abide by the same.
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 our Tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We agree to pay the Remuneration to the work-force in time not less than the Minimum Remuneration fixed by the Ministry of Labour and Employment, Government of India/State Government or the wages as fixed by LEOS, whichever is higher, and remit the EPF of both Employee's as well as Employer's without fail to the concerned Government Authorities regularly.
5. I/We also agree to abide by the law of the land, including, Contract Labour (Regulation & Abolition) Act 1970 and Contract Rules 1971, EPF Act, ESI Act, Minimum Wages Act, Equal Wages Act Employees Compensation Act, Payment of Wages Act, Income Tax Act, Goods and Services Tax Act and any new regulations/legislations enacted in this regard and its compliance as applicable during the tenure of the Contract.
6. I/We also agree to strictly abide by all the statutory requirements/provisions relating to labor laws as prevailing from time to time including payment of compensation to the work force as mentioned in this tender.
7. I/We also agree to engage only that work-force whose character and antecedents are verified through Police Clearance Certificate for carrying out the work at LEOS.
8. I/We also agree to submit the monthly bills/invoices to the Paying Authority before 7th of the following month itself with due certification.
9. I/We also agree to strictly provide self-attested proof of crediting remuneration to the Bank Account of our work-force by or before 7th of every month to LEOS.
10. I/We also agree to adhere to all the Clause of the General and Technical Terms and Conditions of the Work Package.

(signature of Authorized Signatory of
the Service Provider with Seal)

Name in full:

Date:

Place:

DETAILS OF THE SERVICE PROVIDER'S ESTABLISHMENT

(To be provided by the Service Provider with each EoI/ Tender)

Passport size photo of
the person signing this
EOI/Tender to be pasted here

1	Name of the Service Provider/ Tendering Company/Firm/Agency	
2	Full Address of the Registered Office	
	Telephone No. & Mobile No.	
	Fax No.	
	E mail address	
3	Full Address of Operating Branch Office, if any	
	Telephone No. & Mobile No.	
	Fax No.	
	E mail address	
4	Organizational status of the Service provider	
5	Under which Act/Rule the Service Provider/Tendering Company/Firm/Agency is registered	
6	Registration No. & Date of Registration	

7	Name of the Proprietor/Director/Manager / President/Secretary/Chief Executive with address and Contact No.	
8	Whether any of the persons mentioned in serial No.7 above are being included as a part of the work force	
9	Whether any near relative of the Proprietor/Office bearers is/are working in LEOS/ISRO Center(s)/Unit(s)/PSU(s)/Autonomous Bodies? if so details (Please see Annexure-E)	
10	Whether any known employee (other than above) is working in LEOS/ISRO Center(s) / Unit(s) / PSU(s) / Autonomous Bodies (give details)	
11	Copy of the Memorandum of Association & Bye-Law of the Company/Society/Firm/ Establishment in full	
12	Indicate the relevant clause of the Memorandum/Bye-Law enabling the Service provider to undertake Work as under clauses of the General and Technical Terms and Conditions	
13	Valid PAN No. & Date / Year	
14	Valid TAN No. & Date / Year	
15	Valid AADHAR Card No./Udyog AADHAR Card No	
16	Valid Goods & Service Tax Registration No. & Date / Year	
17	Valid EPF Registration No. & Date / Year	
18	Valid ESI Registration No. & Date / Year	
19	Bank Account Details of the Service Provider:	
	Account No. :	
	Type of Account:	
	Name of Account:	

	Branch Address:					
	IFSC Code					
20	The details of the Work experience in carrying out similar nature of work of handling sensitive, sophisticated, delicate, precision equipment etc. under contract for a minimum period of one year by deploying Workforce [not less than 40 Workforce] for any of the Central / State Government / ISRO / DRDO / CPSU / State PSU / Autonomous Bodies /Government Departments during the last 5 years shall be submitted in the following format. The documentary evidence of two or more such contracts for supply of workforce (not less than 40 workforces in each contract) should be submitted together with proof of execution / completion of such contract.					
	.Sl No	Details of Client along with Address, Telephone & Fax No.	No. of workforce engaged or supplied	Value of Contract (Rupees in Lakhs)	Contract Period	
					From	To
21	Whether the Service Provider, provides work-force to any Establishments in Bengaluru other than LEOS/URSC/ISTRAC/ISRO HQ/LPSC/ HSFC / NSIL? If so, give the details		Yes / No			

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

DECLARATION

-

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

(signature of Authorized Signatory of

the Service Provider with Seal)

Name in full:

Date:

Place:

ANNE

XURE-E

PROFORMA FOR NO NEAR RELATIVE(S) CERTIFICATE *

I / We _____

S/o Shri/Smt. _____ on

behalf of _____

Hereby certify that none of my/our relative(s) as defined in clause 6.23 of the General and Technical Terms and Conditions for Work Package is/are employed in LEOS/ISRO Centre (s) / units (s) PSU (s)/ Autonomous Body under LEOS. In case at any stage, it is found that the information given by me/us is false/ incorrect, the Department/ISRO shall have the absolute right to take any action as deemed fit, without any prior intimation to me/us.

Date:

signature of Authorized Signatory of Place:
(the Service Provider with Seal)

Name in full:

* To be executed on Rs.200/- (Rupees Two Hundred only) Non-Judicial Stamp Paper & attested by Notary Public/Executive Magistrate by the Service Provider.

UNDERTAKING BY THE SERVICE PROVIDER

(To be submitted by the Service Provider in their letter- head to the Service Receiver)

UNDERTAKING

-

I, (authorized person of the Service Provider).
(Designation) of M/s..... (Service Provider's name and address) participating in the tendering process for award of work under the Work Package Contract in LEOS, Bengaluru do hereby undertake that:

1. I have read and understood the General Terms and Conditions of the Work Package.

2. I 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 LEOS/ISRO for the Government.

3. I as well as the work force to be deployed for carrying out the work will not retain or remove any drawings, electronic records or any documents related to such work from the premises of LEOS /ISRO and do not take any photograph or make copies or extracts from them.

4. I as well as the work force do not divulge any information or confidential matters either during or after the term of the Work Package Contract for my or our own benefit or for the benefit of others.

5. I understood that in case of violation of the terms and conditions of the Work Package and this undertaking, LEOS has the right to cancel the Work Package Order including forfeiture of Security Deposit in addition to initiation of appropriate legal action/remedies.

6. I understood that strict compliance of this undertaking is a condition for award of the work under Work Package.

Dated the day of(MONTH), (YEAR) at.....

Date:
Place:

signature of Authorized Signatory of
the Service Provider with Seal)

Name in full:

ANNEXURE-G

DECLARATION BY THE SERVICEPROVIDER/BIDDER REGARDING COURT CASES

(To be provided by the Service Provider with EoI/ Tender on the letter head 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.

OR

-

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

Sl. No.	Case Number and the details of the Honorable Court	Nature of the Case	Name of the Parties involved
1			
2			
3			

Date:
Place:

signature of Authorized Signatory of
the Service Provider with Seal)

Name in full

ANNEXURE-H

COMPLIANCE STATEMENT

(to be provided by the Service Provider with Tender on their letter head)

Sl. No.	Particulars	YES/ NO
1	Whether a copy of the Establishment Registration Certificate is enclosed	
2	Whether a copy of PAN Card is enclosed	
3	Whether a copy of TAN Card is enclosed	
4	Whether a copy of the AADHAR Card/Udyog AADHAR Card in enclosed	
5	Whether a copy of latest 3 years IT return filed by the establishment (Form-16) is enclosed	
6	Whether a copy of the valid Goods and Service Tax Registration Certificate is enclosed	
7	Whether a copy of the valid E.P.F. Registration Letter/Certificate is enclosed	
8	Whether a copy of the valid E.S.I. Registration Letter/ Certificate is enclosed	
9	Whether a copy of the valid Registration/Licence obtained with the Labour Department is enclosed	
10	Whether copy of Financial Statements like Profit & Loss Account, Balance Sheet etc., in support of financial turnover of the establishment is enclosed(2023-24,2022-23,2021-22)	
11	Whether copy of Statement of Bank A/C for the last financial year(2023-24) in the name of the Establishment is enclosed	
12	Whether, the Service Provider have executed similar nature of two or more Contracts for supply of work force (more than 40 work-force in each contract) in Central/State Government/ ISRO/DRDO/CPSU/State PSU/Autonomous Bodies/ Government Departments during the last 5 years (Proof should be enclosed for either of year blocks 2023-24, 2022-23,2021-22, 2020-21 and 2019-20)	
13	Whether the Service Provider has executed unconditional acceptance of providing Compensation in case of death/permanent incapacitation of persons engaged by him (undertaking on their letter head)	

14	Whether the Annexures-C, D, E, F, G and H are duly filled in, signed and attached	
15	Whether the Offer is valid for not less than 180 days from the tender due date	
16	Whether the bye-law of your establishment is attached	
17	Whether the proof of established and functioning office in Bengaluru, Karnataka attached	
18	Whether the Request for proposal document is read , duly filled in, signed and attached	

Date:

signature of Authorized Signatory of Place:
the Service Provider with Seal)

Name in full:

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-
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6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

7. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.
Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

8. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

9. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

ACCOUNTS OFFICER, LEOS

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---