

SERVICE CONTRACT FOR PROVIDING OPERATION & MAINTENANCE OF
SPACE ON WHEELS EXHIBITION VEHICLE OF SDSC SHAR WITH TWO
HEAVY VEHICLE DRIVERS

TERMS & CONDITIONS

1. SCOPE OF WORK :

1.1 SDSC SHAR organizes various outreach activities such as World Space Week, Awareness Days and Exhibitions at various locations all over India. As a part of public outreach program, one mobile space exhibition van (fully air conditioned) is used to cover mainly rural areas throughout the country. The van will be used to operate all over the country covering a predefined route as per the requirement. In order to operate the vehicle SDSC SHAR is proposing to enter into a contract with a service provider who has to provide two (2) heavy vehicle drivers (HVDs) for a period of 6 months (360 man days approx.) for the scope defined below. The 6 months period is not in a single stretch. The contract shall be valid for a period of one year from date of entry in to contract. The no. of man days can be extended for a period of 90 days (180 man days) based on mutual consent and satisfactorily performance

The payment will be made on per pro rata basis.

1.2 A fully built Space Exhibition Mobile Van will be provided by the department. The approximate dimensions of the vehicle is 12m x 2.6m x 3.8m (LxWxH). The GVW of the vehicle will not exceed 16 Tonnes. The service provider has to provide two heavy vehicle drivers for the mobile exhibition van in order to operate and take the van/bus to different areas in India. Once in every 15 days, the service provider has to change the drivers and provide new drivers at the service provider's expenses. No travelling allowance will be given to the substitute drivers from ANDHRA PRADESH to the exhibition van location. For example, if the van/bus is located at Nagpur, the service provider has to depute two drivers from their office to Nagpur at their own cost.

1.3 Total responsibility of the mobile exhibition van lies on the service provider. The **Diesel** required to operate the vehicle shall be borne by the agency. For this purpose, the bidder shall consider a fixed consumption of 3.5 Kilometres per litre. In case, if the engine is operated for running the A/C unit during exhibition, the cost of fuel is compensated on hourly basis for the idle running @ 3 ltr/ hour. The fuel charges will be **reimbursed** at actuals, based on the above principle, subject to production of fuel bills by the agency. All payments shall be made by electronic mode only, with vehicle Regn. no. on the bills.

1.4 Service Provider is responsible for the maintenance of vehicle. The KM/Periodical maintenance schedule will be as per the manufacturer Manual and necessarily carry out the repair works at manufacturer's authorized dealer workshop. The repair Charges tax Invoice will be reimbursed at actuals on production of bill at the end of the month.

1.5 The Service provider has the obligation to provide any other related documents called for by the SDSC SHAR from time to time.

1.6 Any issues of not specifically covered under the Contract shall be referred to the Controller, SDSC SHAR whose decision shall be final and binding.

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- 1.7 Any petty repairs like, tire puncture, tube vulcanization, head light non-functioning, wiper non-functioning, electrical repairs, airlock etc., shall be carried out by the service provider with intimation to TOMD Engineer and will be reimbursed at actuals on production of bill.
- 1.8 Since the exhibition van does not have any insurance, the drivers shall be at utmost alert while driving the vehicle.
- 1.9 In case of any loss/damage to the SDSC SHAR vehicle, based on the review by the accident committee (formed by SDSC SHAR, with representatives of SDSC SHAR and Service provider) findings, the cost of the repair of damages shall be fixed and borne either by the service provider (due to the negligence of the driver) or by SDSC SHAR. In case of any accident to the department vehicle, the drivers shall immediately report the matter to nearest Police Station and keep the service provider and authorities of SDSC SHAR informed. The service provider shall be responsible for all the expenses related to legal/medical etc. in respect of the drivers deployed by him apart from damages to the Department Vehicle.
- 1.10 After the completion of the programme, every day, the vehicle shall be parked at safe and convenient place where general traffic should not be affected on the road.
- 1.11 SDSC SHAR ANDHRA PRADESH will provide the route map like date, time, place, location etc., well in advance to the service provider. The operators shall make their own arrangements for staying either at the location/village or nearest gram panchayat or town. For this purpose, the vehicle will be allowed to be taken where the operators are going to stay and similarly for next day from their location to the identified exhibition location.
- 1.12 The service provider has to pay minimum wages to their deployed drivers as per Minimum Wages Act as amended from time to time and other prevailing rules, regulations and acts of government.
- 1.13 The deployed drivers shall necessarily have mobile phone. For this purpose department will pay an amount of Rs.150/- towards the mobile charges for each driver every month. No proof is required.
- 1.14 The deployed drivers shall necessarily maintain log book. For this purpose department will provide 2 log books to the operators. 1st of every month log book shall be changed. All the columns shall be filled by the operator daily and should obtain the signature of the person who is using the vehicle at the end of the day.
- 1.15 At the end of the month, the log book shall be submitted to transport section, SDSC SHAR for verification purpose.
- 1.16 Toll charges if paid any, will be reimbursed at actuals when submitted along with bill with documentary proof.
(The vehicle is fitted with a Fastag & will be recharged by department from time to time)

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- 1.17 Being a Government of India organization, SDSC SHAR vehicle is exempted from permit charges, entry tax by other states. However, if permit charges, entry tax paid if any, will be reimbursed at actuals on production of proof.
- 1.18 The Drivers deployed should strictly follow all traffic rules and regulations scrupulously. Any violation of such rules will be at the risk of the Service provider and consequent fines and other sundry expenses will have to be borne by the Service provider. For any traffic violation, if penalty is levied by Traffic police, Motor Vehicle Inspector of Transport Department on the drivers, the service provider has to pay the fine and SDSC SHAR will not reimburse penalties for such type of offence.
- 1.19 At the end of every month the service provider has to raise bill in duplicate, covering the distance covered, places covered from the log book, copies of fuel receipts, toll charges, parking charges, maintenance repairs etc., along with service charges.
- 1.20 In case, the contractor does not provide the required service as per the scope of work and failure to provide service to comply terms and conditions will result in immediate cancellation of the work order and termination of the contract forthwith, without any compensation.
- 1.21 Driver shall wear neat and clean uniform as prescribed by RTA of Andhra Pradesh State Government.
- 1.22 As the vehicle is being used for public outreach programme, driver shall assist in controlling the crowd who will visit the Bus (mobile Space Museum).
- 1.23 After the completion of duty while parking of the mobile exhibition van all necessary safety precautions shall be taken.
- 1.24 Driver should be capable of removing the tyre in case of puncture and able to fix spare tyre. All the tools like, Jackey with rod, tyre lever, wheel nut spanner etc., will be provided by SDSC SHAR.
- 1.25 As Space Exhibition models. LED TV panels, Generator etc., are provided in the vehicle, at any cost driver should not exceed more than 55 KMPH speed. In rural areas, vehicle should not move more than 30 KMPH speed.
- 1.26 The service provider shall meet all the statutory norms like PF Account, ESI Account etc., for Drivers, as per eligibility.
- 1.27 The payment will be made within 30 days from the date of receipt of the bills and Log book at Transport Division, SDSC SHAR office after approval of competent authority.
- 1.28 In general, operating hours for the vehicle will be between 0600 hrs to 2200 hrs (14 hours) on any given day including Saturdays, Sundays and holidays.

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1.29 In case vehicle is engaged on any day other than 1st of calendar month, the payment will be made on Pro-rata basis.

2. DEFINITION OF SERVICE UNIT & NUMBER OF SERVICES REQUIRED:

2.1 Two Hours of Services(Operation / driving/ accompanying the vehicle) performed by a Driver shall be treated as One (1) unit of Service.

2.2 The number of Heavy Vehicle Drivers services required is two (02) for the entire period of contract.

3 Duties of the Driver:

3.1 The Drivers deployed by the Service provider should be suitable and acceptable to SDSC SHAR with regard to their driving skills, general health, validity of the licenses, experience, etc. The Drivers should be in a position to drive Heavy Vehicles possessed by SDSC SHAR. Minimum five years of experience should be there along with Valid Driving licence + Badge to drive the Heavy Commercial Vehicles. The following shall be furnished by the service provider.

3.1.1 Medical Fitness certificate issued by Asst. Civil Surgeon / Civil Surgeon or equivalent for operating commercial vehicles

3.1.2 Valid police verification certificate from local police authorities in respect of character and Antecedents of the drivers.

3.2 The Driver should adhere to the assigned duty and perform duty as per the requirements. They should be willing to perform duty on all days including Saturdays, Sundays & public holidays.

3.3 They should be polite & courteous to the Officials using/ visiting the vehicle.

3.4 They should make proper entries in the log Book. Entries should be correct. Drivers should ensure to obtain the signature of SDSC SHAR Official/User immediately after completion of each duty indicating the reporting and terminating Kms & Hours with timings. It is the responsibility of the Drivers to safeguard the log Book and surrender the same to the Transport Division, SDSC SHAR.

3.5 They shall regularly take proper care of the vehicle assigned to them, which includes filling of fuel, DEF (Ad blue) regular inspection of tyres, tyre pressure, engine oil level, radiator coolant, brake fluid, water washing to ensure cleanliness of the vehicle etc. The Drivers shall not tamper with/pilfer any parts of the vehicle/fuel and shall not carry any unauthorized persons in the vehicle. Any defect found in the vehicle should be reported to the authorized representative of SDSC SHAR for arranging repairs.

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3.6 In case of any accidents to the SDSC SHAR vehicle, the Drivers shall immediately report the matter to the nearest Police Station and keep the Service provider and authorities of SDSC SHAR informed. The Service provider shall be responsible for all the expenses related to legal/medical etc in respect of the Drivers deployed by him apart from damages to the SDSC SHAR Vehicle.

3.7 The Drivers of the Service provider shall not take the SDSC SHAR vehicle to places not authorised by the SDSC SHAR officials.

4 Responsibilities of the Service provider:

4.1 Service provider has to instruct his Drivers to make proper entries in the Log book.

4.2 The Services of Drivers should be provided as per the requirements of SDSC SHAR for 6 months on all days including Saturdays, Sundays & Public Holidays and beyond Office hours.

4.3 Documents listed below shall be submitted by the Service provider.

4.3.1 Copies of valid driving licenses of the Drivers authorized to drive light and heavy vehicles (with badge number).

4.3.2 Medical fitness certificate certifying the Driver is fit for driving commercial vehicle shall be obtained from Asst. Civil Surgeon/Civil Surgeon or equivalent.

4.3.3 A letter giving the assurance that the copies of the Personnel & Accident Insurance, ESI and EPF for the drivers to be inducted for duty in SDSC SHAR will be submitted within one month of the receipt of order from SDSC SHAR.

4.3.4 Recently (within One year) obtained Certificate from local police authorities in respect of Character and Antecedents of the Drivers.

4.4 The Service provider shall also verify/certify the conduct of the Drivers at frequent intervals. If any of the Drivers misbehaves or commits misconduct, SDSC SHAR reserves the right to refuse permission to such Drivers to operate and they shall be withdrawn by the Service provider immediately.

4.5 Drivers deployed for duty to SDSC SHAR should not be changed without prior permission from SDSC SHAR.

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- 4.6 **Insurance** : The service Provider shall mandatorily undertake to insure their workforce comprehensively against any risks during the course of work undertaken by them in Service Receiver's Work Place through a Comprehensive All Risk Insurance (ARI) Policy obtained from any of the Insurance Companies as approved by the Insurance Regulatory & Development Authority of India (IRDA). The service provider shall have to furnish originals of the ARI Policy along with Premium receipts and other papers related thereto the officer concerned of the service receiver within 15 days from the date of commencement of contract. Entry permits 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. Contractor shall provide insurance at his/her cost and should accordingly add this cost component to the service charges. Rates quoted shall be inclusive of this component. The proof of evidence towards insurance policies of the work force deployed shall be submitted to SDSC SHAR before claiming 1st Running Account bill, failing which bill will not be paid. SDSC SHAR shall not be held responsible for payment of compensation on account of death, injury, etc., to the personnel deployed, whether on the occurrence of any untoward incident or otherwise and whether in the course of performance of duty or otherwise. The contractor shall be solely responsible for settlement of any claim in this regard.
- 4.7 The Service provider / his Drivers shall inform SDSC SHAR officials of any breakdown of the SDSC SHAR Vehicle for taking necessary action. The Vehicle should not be left at the road unattended and the outsourced Driver should stay with the vehicle until permitted otherwise by SDSC SHAR Officials.
- 4.8 The Head, Transport or his authorized person from SDSC SHAR shall issue instructions regarding duties to be performed. It is the responsibility of Service provider to ensure that the Drivers deployed by the Service provider obey and comply with the instructions issued.
- 5 **Period of Contract**:
- 5.1 The contract shall be valid for a period of Six Months from date of entry in to contract, unless it is curtailed or terminated by SDSC SHAR owing to deficiency of Service, breach of Contract, reduction or cessation of the requirements etc. The Contract shall automatically expire unless extended further by the department on mutual consent.
- 5.2 The Contract may be extended for a further period of six months upon mutual consent on the same rates, Terms and Conditions.

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6 Essential Conditions for Technical Qualification / Documents to be submitted in Techno-Commercial bid:

- 6.1 The Service Provider to be eligible for technical qualification MUST satisfy the following conditions / qualification criteria mentioned below by submitting self-attested copies of the following documents in their Techno-Commercial Bid. Any Service Provider not fulfilling any of these conditions / requirements would be classified as 'technically disqualified'. It is reiterated that any bid not fulfilling any of the essential requirements mentioned in this tender document would also be classified as "Technically Not Qualified" and rejected. Price bids of such bidders will not be opened. No relaxation would be given to any Service Provider on any of these conditions.
- 6.1.1 Service Provider should be registered with State Government / Central Government of India for providing Drivers and having its Office / Branch Office within ANDHRA PRADESH. A self-attested copy of Establishment Registration certificate(s) has to be provided along with Technical Bid.
- 6.1.2 Service Provider should submit copies of valid Driving license in respect of Drivers.
- 6.1.3 Service Provider should have completed at least two Contracts for similar requirements for any Central/State Government Offices/PSUs/reputed companies during the last 5 years. A contract copy and contract completion certificate of such contracts should be submitted along with the Techno-Commercial Bid. If the bidder is submitting copies of POs along with the completion certificates from MNCs or any private organizations, a copy of TDS should be submitted along with their offer to substantiate their experience. SDSC SHAR reserves the right to make enquiries from such clients about the work, conduct, performance, quality of service and such other related general enquiries about such Service Providers. The Service Provider should have no objection for making such enquiries from their existing / past clients by SDSC SHAR. Any details of work executed without supporting contract copy shall not be considered.
- 6.1.4 Service Provider should not have been 'blacklisted' or not have been reprimanded/warned by any of their existing / past clients, especially any Government Department / organizations, for defective / deficient service or any such reasons related to service provided by them. Service Provider should not have any legal suit/criminal case pending against its proprietor or any of its Directors (in the case of Private Ltd. Company) or having not been earlier convicted on grounds of moral turpitude or for violation of laws in force. A declaration to this aspect should be submitted as per Annexure – 3.
- 6.1.5 A copy of PAN Card in the name of Establishment.

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- 6.1.6 A copy of the IT return filed by agency for the last 3 years
- 6.1.7 A copy of Goods & Service Tax (GST) registration certificate.
- 6.1.8 Proof of registration of firm with Employees' Provident Fund (EPF) Organisation along with latest copy of challan having remitted the amount towards PF contribution of the employee's of the firm.
- 6.1.9 Proof of registration of the firm with Employees' State Insurance (ESI) Corporation along with latest copy of challan having remitted the contribution towards ESI of employees of the firm.
- 6.1.10 Service Provider should fulfil all other conditions/requirements mentioned in this tender document.

7. Payment Terms:

- 7.1 Payments to the work force deployed shall be as per the prevailing Minimum wages norms applicable in SDSC SHAR, throughout the duration of the Contract. Periodic revision of the Minimum wages will be applicable to this Contract. At present, the minimum wage applicable to Highly Skilled Drivers is Rs.862+ Rs.75 (EPF) + 0 (ESI) = Rs.937/-
- 7.2 Payments will be made on monthly basis proportionate to the Units of Service satisfactorily rendered as defined in the scope of work. TDS shall be applicable as per the rules of Income Tax Act.
- 7.3 Drivers shall be paid Batta at the cost quoted in the tender. The Service provider shall claim the same along with the monthly bills.
- 7.4 The Service charges per unit of service as quoted by the Service provider in the price bid form shall remain firm & fixed for the corresponding extension of contract, if any.
- 7.5 Service provider should make payments to the Drivers during a month before the 5th day of the succeeding month and shall submit the bills for reimbursement to SDSC SHAR by 07th day of succeeding month. The Service provider shall enclose copies of the following along with the monthly bill:

- i. Wage Register
 - ii. ESI Remittance
 - iii. EPF Remittance
- (where ever applicable)

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- iv. Goods & Service Tax Remittance
- v. Premium payment towards Personnel Accidental Insurance
- vi. Any other statutory levy along with a copy of the order.

7.6 Payment towards EPF, ESI Contributions :

For the category of the workforce deployed by the Service Provider whose pay (Basic +VDA) is above Rs. 21,000/- per month, the ESI Act, 1948 is not applicable. Such work force shall be covered by a Mediclaim Policy with a coverage of Rs. 2,00,000/- per annum/per person to the workforce at the cost of Service Provider.

In view of the same, the applicability of ESI is as follows :

- a) For Employees with Monthly pay less than or equal to Rs. 21,000/- : ESI @ 3.25% payable on (Basic + VDA) upto a maximum ceiling of Rs. 21,000/- per month.
- b) For Employees with Monthly pay more than Rs. 21,000/- : The work force shall be covered by a Mediclaim Policy with a coverage of Rs. 2,00,000/- per annum/per person at the cost of Service Provider.

SDSC SHAR will not make payment towards insurance. The service provider has to arrange for Insurance at their own cost.

EPF @ 13% payable on Basic + VDA upto a maximum ceiling of Rs. 15,000/- per month. For any workforce whose pay (Basic + VDA) is above Rs.15,000/-, then EPF shall be restricted to @13% of Rs.15,000/-.

8. LEGAL

- 8.1 The Service provider must be registered with the concerned Government authorities, i.e. Labour Department, Employees Provident Fund, Employees State Insurance Corporation and Goods & Service Tax etc.
- 8.2 The Service provider shall abide by all the law of land including Labour laws [PF, Income Tax, Goods & Service Tax and any other taxes levied by the Government], Contract Labour Act, Tax Deduction liabilities, Minimum Wages Act, Welfare measures of its employees etc., and any other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Service provider and it shall not involve SDSC SHAR in anyway whatsoever. Compliance of these provisions shall be ensured by the Service provider before making monthly payments to his Drivers & submission of claims to SDSC SHAR for reimbursement.
- 8.3 The timely deposit of Employers' and Employees' contribution towards EPF & ESI at scheduled rates shall be the sole responsibility of the Service

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provider. The Service provider shall be responsible for making the payments of Wages and allowances to the Drivers as per the Minimum wages applicable as fixed by the Central/State Governments, whichever is higher and all Statutory payments [EPF, ESI, OT, Accommodation/ Transportation/Medical facility and any other expenditure] to the Drivers for providing Services. SDSC SHAR shall in no way be responsible for any default with regard to any such statutory obligations related to the Service provider.

- 8.4 Service provider should also be liable for depositing of all Taxes, Levies, Cess etc., on account of Services rendered by the Drivers to the concerned authorities from time to time as per the extant rules and regulations on the matter.
- 8.5 The Service provider should comply and maintain all Registers under the applicable law. The Service provider should produce the same for inspection to SDSC SHAR Officials or any other authority under law.
- 8.6 The Drivers deployed by the Service provider to carry out the Services as envisaged in this Contract shall not have any claims whatsoever of MASTER and SERVANT relationship nor have any PRINCIPAL and AGENT relationship with or against SDSC SHAR.
- 8.7 For all intents and purposes, the Service provider should be the “Employer” within the meaning of different labour legislations in respect of Service provider’s personnel so deployed at SDSC SHAR.
- 8.8 In case of termination of the Contract on its expiry or otherwise, the Drivers deployed by the Service provider have no claim whatsoever for any kind of regular employment in the SDSC SHAR.
- 8.9 The Service provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to the Drivers deployed. SDSC SHAR shall in no way be responsible for settlement of such issues whatsoever.
- 8.10 SDSC SHAR reserves right to enter into parallel/adhoc Contract(s) with one or more Service provider(s) during the currency of Contract for availing the same or similar Services.
- 8.11 **SDSC SHAR vehicles are NOT insured and hence the Service provider shall take care of the medical & legal expenses relating to injury/death caused to the Driver or any third party. SDSC SHAR shall not be liable for any compensation/reimbursement in this context.**
- 8.12 The Service provider and/or his personnel shall adhere to all the security instructions of SDSC SHAR. Any resultant liabilities/damages due to violation/indiscipline/agitation shall be borne by the Service provider. SDSC SHAR shall have the right to advise the Service provider to terminate the Services of any of their work force for any violation of security instructions and/or for indiscipline/violent behaviour, agitation, instigating other peaceful works. In case of such advise, Service provider shall comply with the same immediately.

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8.13 SDSC SHAR will not, in any manner be responsible for any act, omission or commission of the Drivers engaged by Service provider and no claim in this respect will lie against SDSC SHAR. However, if any such claim is made against SDSC SHAR, by any Driver engaged/employed by the Service provider, which SDSC SHAR is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the Drivers of the Service provider working in SDSC SHAR or otherwise, the Service provider will be liable to indemnify/reimburse SDSC SHAR all the money paid in addition to the expenses incurred thereon.

9 Loss/Damages:

9.1 In case of any loss/damage to the SDSC SHAR vehicle being driven by the Drivers which would be made good by the Service provider, after the Committee constituted by SDSC SHAR for this purpose with representation of the Service provider examines each case and comes to the conclusion that the damage has occurred due to the negligence of the Driver; proportionate liability may also be considered where found essential.

9.2 Any damage caused to SDSC SHAR property by any Drivers of the Service provider due to operational fault / mishandling / negligence or if they sustain any injury due to their negligence, the responsibility for the same shall solely rest with the Service provider and an Indemnity Bond to this effect shall be executed by the Service provider.

10 Termination or Short Closing of Contract:

10.1 If the Service provider desires to withdraw the Services, he/she is required to give an advance notice of one month in writing. However, the Service provider shall agree to continue the Services till such alternate arrangements are made.

10.2 SDSC SHAR reserves the right to terminate the Contract without assigning any reasons, by giving a prior notice of one month in writing to the Service provider.

10.3 SDSC SHAR reserves the right to terminate this Contract forthwith for any violations of the laid down Terms and Conditions of the Contract by the Service provider. In that case, upon receipt of directions from SDSC SHAR, the Service provider shall withdraw his Services without insisting for the notice period.

11 PENALTY:

If the Service provider fails to provide the Drivers or non-compliance of instructions or violates the Terms and Conditions of this Contract, an amount of Rs.1000/- for each occasion (except for penalty defined in Para 1.18) will be deducted and if the same recurs for more than three times in a month, SDSC SHAR reserves the right to terminate the Contract. The deducted amount will be recovered from the monthly bill.

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12 Indemnity Bond:

The Service provider shall indemnify SDSC SHAR on Rs.200/- non-judicial stamp paper against any action, claims or proceedings relating to infringement of all or any of the prevailing laws like Workmen's Compensation Act, 1923, Contract Labour (R&A) Act, EPF Act, ESI Act, Industrial Dispute Act and any other Acts & Rules specifically not mentioned herein during the currency of the Contract.

13 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 as amended from time to time. The arbitration shall be conducted in ANDHRA PRADESH. The expenses for 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 CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT 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.

14 Security deposit and its forfeiture:

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 a Security Deposit for 3% of the contract value in the form of Bank Guarantee valid for entire Contract period with a claim period of Three months beyond the validity of the Bank Guarantee. The Security Deposit shall not carry any interest and shall be returned after satisfactory completion of all the Contractual obligations. In the event of any breach of any of the Terms and Conditions of the Contract, SDSC SHAR shall have (without prejudice to other right and remedies) the right to terminate the Contract forthwith and/or to forfeit the entire or part of the amount of Security Deposit or any part thereof.

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15 Jurisdiction:

The Courts at ANDHRA PRADESH alone shall have jurisdiction to entertain any disputed proceedings arising out of the Contract.

16. Pricebid format

Calculation of Rate per Unit of Service: (Two hours/driver = One Unit)

Minimum Wages of SDSC SHAR as per Revised Latest Order dt.03.06.2024 (effective from 01.04.2024) for Highly Skilled Category will be the basis for calculation of Rate Per Unit of Service.

Sl. No	Description	Percentage	Amount Per Unit (Rs.)
01	Minimum Wage Minimum wages prevailing on the day for Skilled Category = 862 per 4 units i.e., 215.50 per unit	--	Rs.215.50 per unit
02	ESI per unit on S.No. 01 (3.25% - Shall be paid upto a maximum ceiling of Rs.21,000/- P.M. (Basic plus VDA) [104 units x 215.50 = 22412 is crossing 21000]	NA	NA Since Basic + VDA per month is more than Rs.21,000/-, the work force shall be covered by a Mediclaim Policy with a coverage of Rs. 2,00,000/- per annum/per person at the cost of Service Provider. SDSC SHAR will not make payment towards insurance. The service provider has to arrange for Insurance at their own cost.

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03	EPF per unit on S.No. 01 (Shall be paid upto ceiling of Rs. 15,000/- P.M. (Basic plus VDA), As the basic price per month i.e 104 x 224.25 = 23322 which is crossing Rs.15,000/- and hence EPF is restricted to Rs.15,000/- . i.e., $15000 / 26 = 576.92/4 = 144.23 \times 13\% = 18.75$)	13%	Rs. 18.75 per unit
04	Total rate per Unit of Service (S.No. 01+02+03)	--	Rs. 234.25
05	Service Charge per unit of Service	_%	To be quoted by the bidder
06	Total cost per unit including Service Charges (S.No. 04+05)		To be filled by bidder
07	GST as applicable on S.No : 06(@18%)		To be filled by bidder
08	Landed cost per unit of service (S. No. 06 + 07)	--	To be filled by bidder
09	Total Cost for 2520 units (for 2 manpower for 06 months) S.No. 08 x 2520 units (7 units x 30 days x 6 months x 2 persons = 2520 units)		To be filled by bidder
10	Total cost for Driver's Batta of 2 drivers for 6 months inclusive of all taxes	--	To be quoted by bidder
11	Final Cost for 2520 units (for 2 manpower for 06 months) (S.no.9+10)		To be filled by bidder

Note:

i) Bidders shall upload duly signed and stamped tender document bid. The price break-up should be uploaded as per format given above in Para 16. The final cost arrived at Sl.no:11 in above Price bid format should match with the price break-up and the service charge percentage quoted in the bid. Any mismatch in price break-up and landed cost arrived shall not be entertained.

ii) The final landed cost for 2520 units (For 2 HVDs for 6 months) mentioned at Sl. No. 11 of the Price bid format at Para 16 (inclusive of Service charges, Driver's Batta, Mediclaim Policy, Insurance, Taxes, ESI, EPF, etc.) should be mentioned in the price bid.

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iii) As per Ministry of Finance, Department of Expenditure OM No. F.6/1/2023-PPD dated 06.01.2023, the minimum service charge shall be 3.85%. Bidders are requested to note the same and submit their quote accordingly.

iv) Price shall be uploaded in price part (Part 2) only. Revealing price in Part 1 will result in rejection of bid.

13.0 Mode of Submission of bids

The price break-up should be uploaded as per format given above in the Price bid at Para 16. The final cost arrived at Sl.no:11 in above price bid format should match with the price break-up and the service charge percentage quoted in the bid. Any mismatch in price break-up and landed cost arrived shall not be entertained. The final landed cost for 2520 units (For 2 HVDs for 6 months) mentioned at Sl. No.

11 of the Price bid format at Para 16 (inclusive of Service charges, Driver's Batta, Mediclaim Policy, Insurance, Taxes, ESI, EPF, etc.) should be entered in the price bid while submitting the bid.

14.0 Ensuring Payment Of Wages

- a) While submission of bills for claim, the contractor shall submit Bank statement and certified copy of remittance instruction provided to the bank. In addition, the contractor shall mandatorily submit Monthly Wages Calculation Sheet as per the format in Annexure – 4. The above documents shall be mandatory for processing the monthly claims of the contractor.
- b) After placement of order, the documents listed below shall be mandatorily submitted by successful contractor for ESI and EPF and verification & for release of payment.
 - i. Tax invoice
 - ii. Monthly Muster Book (Attendance Sheet)
 - iii. Remittance of salary by contractor
 - iv. Details of monthly EPF Contribution by Contractor
 - v. EPF Combined Challan
 - vi. EPF Payment confirmation receipt
 - vii. EPF ECR (Electronic Challan cum Return)
 - viii. Details of the monthly ESIC contribution by Contractor
 - ix. ESIC Bank Challan, Online challan and contribution details
 - x. EPFO Member Pass Book
 - xi. EPF-TRRN (Temporary Return Reference Number)
- c) The Performance security submitted by the successful tenderer will be released only after confirming that the contractor has made all required statutory payments as mandated by law, for the entire period of contract.

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ANNEXURE - 1

TECHNO COMMERCIAL BID FORM

(On Original Letter Head of the Bidder)

Sl. No.	Particulars	To be filled up by the Service Provider
1	Name of the Service Provider	
2	Nature of ownership	
3.	Copy of Establishment Registration Certificate	
4.	Detailed Office Address of the Service Provider along with office Telephone Number, Fax Number and Mobile Number, e-mail ID.	
5.	Copy of Permanent Account Number [PAN] Card	
6.	IT Returns for the last 3 years	
7.	Proof of registration of firm with EPF Organisation along with latest copy of challan having remitted the amount towards PF contribution of the employee's of the firm.	
8.	Proof of registration of the firm with ESI Corporation along with latest copy of challan having remitted the contribution towards ESI of employee's of the firm.	
9.	Goods & Service Tax Registration Number (Copy of Registration to be enclosed)	
10.	Declaration as per Annexure – 3	
11.	Names and designation of Authorized persons eligible to enter into contract	
12.	Name of contact person for conveying any information along with telephone/mobile numbers in absence of authorized person mentioned above.	

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13. Details of minimum Two Contracts entered/executed for similar requirements with any Central/State Government offices/PSUs/reputed companies during the last 5 years. A contract copy / contract completion certificate from such establishments shall be submitted in the following format. A copy of Contract mentioned below shall be attached to this Annexure. Also, letter of appreciation/feed back issued by the agencies, if any, could be included.

Sl. No	Details of Clients along with address, contact nos.	Contract Amount Rs. (in Lakhs)	Duration of Contract		No. of the Drivers provided
			From	To	

(Signature of Authorized Person)

Place:
Date:

Name :
Designation:
Office Seal:
Business Address:

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ANNEXURE- 2CHECK-LIST FOR SUBMISSION OF BID

The documents are to be placed one below the other, strictly as per the Sl.No. (Sl. No.1 on top and subsequent documents below it, and the page no. must be mentioned on all the pages. (The submitted technical bids may preferably be spiral bound as a single entity having all documents)

Sl. No.	Documents to be attached (All documents must be duly signed)	Yes	No	If Yes Page No.
1.	Duly filled Techno-commercial bid as per Annexure -1.			
2.	Duly signed tender document on all the pages.			
3.	Establishment Registration Certificate			
4.	Office Address at ANDHRA PRADESH with Telephone/Mobile/Fax No. & Email ID			
5.	PAN Card copy			
6.	Copy of Goods & Service Tax(GST) Registration			
7.	Declaration as per Annexure-3			
8.	Contract copies of two similar contracts executed during last 5 years along with satisfactory performance certificates.			
9.	IT Returns for the last 3 years			
10.	Proof of registration of firm with EPF Organisation along with latest copy of challan having remitted the amount towards PF contribution of the employee's of the firm.			
11.	Proof of registration of the firm with ESI Corporation along with latest copy of challan having remitted the contribution towards ESI of employee's of the firm.			
12.	Copy of valid Registration certificate issued by NSIC/MSE, if applicable			
13.	Any other relevant documents, if any, must be attached in the last.			

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ANNEXURE – 3

(On Original Letter Head of the Bidder)

DECLARATION

1. We have carefully read and understood all the terms and conditions of the tender for providing Skilled Drivers on Hiring Basis to SDSC SHAR and undertake to abide by them;
2. The information / documents furnished along with this Tender (Technical and Commercial bid) are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
3. We shall not assign the contract nor shall we sublet any portion of the contract except with SDSC SHAR written consent.
4. We accept that you are neither bound to accept the lowest tender nor bound to assign any reason for rejecting or returning of our Tender.
5. We hereby undertake that our Company/Firm do not have any legal suit/criminal case either pending against us/proprietor or any of our Directors (in the case of Company) or being contemplated and have not been earlier convicted on the grounds of moral turpitude or for violation of laws in force.
6. We are not black-listed by any Central/State Government/Public Sector Undertakings/ Autonomous Bodies under Central/State Government/ Any Other Organization.

Signature of authorized person

Full Name: Seal

Date:

Place:

Service Contract For Providing Two Heavy Vehicle Drivers For Space On Wheels Exhibition Van, SDSC SHAR

ANNEXURE –4

Sl No	Employee Name	Category(Skilled/Semi-Skilled/Unskilled)	UAN No.as per EPF Challa n)	Employee IP Number(as per ESI Statement/Challan)	M o n e t a r y W a g e (d a i l y)	M i n i m u m W a g e (d a i l y)	A t t e n d a n c e (f o r t h e B i l l p e r i o d)	G r o s s S a l a r y a s p e r B i l l (M o n t h)	EPF					ESI/Insurance(*)		Prof essional Tax	S e r v i c e C h a r g e	O t h e r D e d u c t i o n s	N e t P a y	
									EE (12 %)	EPS (8.3 %)	ER (3.6 %)	Adm in Ch a r g e s (1%)	E m p l o y e r 13%	Empl oyer 3.25%	Empl oyer 0.75%					
1	xxxx	Highly Skilled								(a)	(b)	(c)	(a+b+c=d)							
2	eeee	Highly Skilled																		

(*) Please mention Insurance and Validity (wherever applicable)