

Annexure-I

WORK CONTRACT FOR OPERATION AND MAINTENANCE OF PLANT FACILITIES AT PROPELLANT COMPLEX, RASAYANI

1.0. Introduction

Propellant Complex, Rasayani is a Unit of LSSF, Satish Dhawan Space Centre, SDSC, ISRO and is located in Raigad Dist, Maharashtra which is about 80 Km from Mumbai & 20 Km from Panvel.

CNA/N₂O₄ Production plant is located in Propellant Complex, Rasayani which uses the Steam from Boiler, Compressed air and DM water as part of N₂O₄ production and these facilities are co-located with CNA/N₂O₄ plant with in the complex. The operation of these utility plants and the production of Steam, DM water and Compressed Air is critical with reference to quality of N₂O₄ being produced.

These facilities are being operated on 24 x 7 basis in three shifts and some of the technical and non-technical services related to operation & maintenance and material handling activities are proposed to be off-loaded to a service provider, who has got experience in the similar nature of works.

2.0. Period of Contract: The period of contract is for One year from date of commencement of work (the work commencement date shall be intimated to the Contractor by the Purchaser). Contractor shall mobilize the work force within 40 days of PO placement or as informed by the Purchaser and contract period of One year will start from the day of start of work. The contract may be extended for one more year on mutual consent with same Rate, Terms and Conditions.

3.0. Scope of work contract: The scope of works **shall be purely in the form of PROJECTED TASK POINTS (PTPs) indicated in the table-1 below**, for operations and maintenance of the facilities like Main Boiler, Waste Heat Boiler, Compressors, Chiller Plant, Propellant Plant, Electrical sub-station/ facilities etc as per the approved procedures as indicated in Format-1. The Bidder's personnel have to work along with Department staff and under the supervision of facility engineers / supervisors. The PTPs to be carried out by the Bidder is given in the **table-1 below and Price Bid format as per Annexure-4.**

To carry out these works Bidder has to deploy the workforce based on 6-days operation per week in any shift. The skillset of work force is given below and also in Annexure-1. The required qualifications shall be met for the different categories of work force as given below.

Skill set Details with PTPs for workforce of various categories Table-1

<i>The following are the Projected Task Points (PTPs) to be carried out by the contract workforce at propellant complex, Rasayani for a period of ONE YEAR – Minimum PTPs to be carried out per day is 80 Nos and on an average 6 PTPs shall be allocated to each individual per day.</i>				
Sl.No	Work Description	PTP	Qty	Skill set required
1.	Operation of Main Boiler/ Operation of Waste Heat Boiler at PCR/ Production & supply of steam to all process equipment/ Checking Oil level/ Checking of water level/ Receipt of Furnace Oil/ Receipt of	No's	2200	ITI/NCTVT with 1 st Class Boiler attendant with

	DM water/ Operation of Oil Pumps/ operation of Water Pumps. Attending Steam leakages/ attending water leakages/ attending Oil leakages/ Preparation of system for Boiler start-up operations/ IBR inspection activities			min two years of experience.
2.	Operation of Air Compressors for supplying air/operation of Refrigeration Compressors for supply of brine to different coolers/ Operation of Cooling Towers operations/ Cooling Water Pumps operations/ Brine Pumps operations/ servicing of pumps/ attending leakages in Process columns/ Operations of ETP and STP Attending Leakages in the Pipelines in Acid lines/ attending leakages in ammonia line/ attending leakages in water line/ pipes testing of sizes up to 6"/ attending leakages in Storage tanks/ attending leakages in Acid Coolers/ maintenance of ETP & STP	No's	10500	ITI/ NCTVT, Fitter Trade with min two years of experience.
3.	Operation of CNA bleaching unit/ operation of N2O4 section/ operation of ammonia Burner section/ operation of Ammonia section/ operation of NOx blower system/operation of DM water system/ operation of effluent system/ Acid Sample drawing/ N2O4 sample drawing/ Operations of ETP and STP Preparation of acid condensate/ preparation of Bleaching section/ loading of acid to road tank/ unloading of acid to storage tank/ unloading of ammonia to storage tank/ configuration of valves for start-up operations/ Preparations of ETP/STP chemicals and loading	No's	6300	ITI, Chemical Operator and with min two years of experience.
4.	Operations of the Electrical Sub-stations, Transformers & DG sets operations, attending electrical complaints in the Plant facilities like N2O4 section, Burner section, Absorption section etc, Utility facilities like Brine Plant, DMW plant, ETP, compressor plant, Boiler plant etc, Carrying out routine checks for the UPS system, Batteries, Various electrical parameters measurements, motor winding related activities, operations of telecom systems, operations of campus networks, smart racks etc.	No's	6300	ITI, Electrical and with min two years of experience.
5.	Sample drawing/ assisting for preparation of acid condensate/ assisting the boiler operators/ assisting chemical operator/ assisting fitter/ assisting the lab technician/ cleaning of compressors Cleaning of pump spares/ Torque applying to fasteners/ assisting the instrumentation technician/ materials drawing from stores/ shifting of various flow components/ facility up keeping	No's	2800	Class-8 th pass

The Bidder shall not sub contract this works to anybody without the written approval of the department.

Method of execution of works

The work scope in the above Table-1 are mentioned in terms of **projected task points (PTP's)**. These PTP's are derived, based on nature & criticality of the activity and urgency of the work to

be carried out to take up the subsequent activity. However, a minimum number of **80 PTP's per day & (2080 PTP's per month) need to be completed by the bidder**. Total PTP's mentioned in table-1 are to be completed in a duration of 1 year from the PO date (Total PTP's for one year is 24960 Nos approx.) **as indicated in Annexure-1**. However, number of PTP's to be completed per day is based on the work front & facility availability/ work criticality on a particular day.

4.0. Department Scope of supply: Department scope is as per following.

- 4.1. All the tools/equipment and consumables for operation and maintenance of the facilities
- 4.2. Personnel protective equipment required during operations (Face Mask, gum shoes, hand gloves and PVC dress).

5.0. Bidder's Scope of supply:

- 5.1. To carry out the planned activities scheduled by the facility in charge.
- 5.2. To maintain facility wise activity log books and muster rolls of his employees
- 5.3. To provide uniform (2 pairs per year), Safety shoes (reputed Make), safety belts, helmets (Make confirm to IS 2925)-for all the employees, first aid kits (3 location), transportation, accommodation, and canteen facilities and safety training to his employees
- 5.4. To provide smart cards to their employees and installing biometric attendance recording machines based on Purchaser's clearance.
- 5.5. To submit invoice, salary to his employees, meeting all the statutory norms.

6.0. Working times and no. of working days

- 6.1. Monthly Working days are 26 (06 days/week) including public holidays, 24X7 three shift basis.
- 6.2. To attend the break down/maintenance/any other requirement a break / gap of one week will be given for 4 times in total contract period.
- 6.3. Bidder has to plan additional manpower to take care the requirement of leaves/ holidays /weekly-offs as per statutory norms to his employees. One day advance Information will be given to the Bidder on the requirement of optional working days to plan the logistics to his employees.

7.0. Payment & penalty for absent days: The contractor has to meet the minimum PTP's with adequate workforce as indicated in the table-1 and penalty is applicable for all line items.

8.0. Penalty for non-execution of works: The planned schedules may be affected severely due to non-completion of the allotted PTP's in each facility and delay by the contractor.

8.1. **Payment:** payment will be made for the completed PTP's out of allotted PTP's per day basis. In addition, penalty will be applicable for non-completed PTPs.

8.2. Minimum PTP's to be completed per day for the contract is arrived as follows

$$\begin{aligned} & \frac{\text{Total no of the PTP's } 24960}{\text{No of working days per month (26) X period of contract (12 month)}} = 80 \end{aligned}$$

8.3. Average cost of one PTP is arrived as follows

$$\begin{aligned} & \frac{\text{Total amount quoted}}{\text{Total no of the PTP's (28100 - as per the contract)}} = \text{Rs. a} \end{aligned}$$

- 8.4. **To complete minimum of 80 PTP's per day, bidder has to deploy a workforce of 14 Nos per day (for 26 days/month) as per the categories as indicated the skillset in table-1 & minimum Nos of PTPs to be allocated as per Annexure-1.**

Penalty for non-completed PTP's: penalty will be deducted for the non-completed PTP's as per the below table.

Proposed Penalty for non-completion of PTP's in part or Full of minimum PTP's allotted & Termination clause			
18 nos of PTPs considered as one unit minimum for penalty application and further in multiples of 18 for the slabs given below			
S. No	Slabs for Non-Completion of PTP's	Penalty factor	Penalty Cost (in Rs) (In addition to the amount cut for the No. of PTPs)
1	01 to 18 PTPs Not carried out	0.1	0.1* a * b
2	19 to 36 PTPs Not carried out	0.15	0.15* a * b
3	37 to 54 PTPs Not carried out	0.2	0.2* a * b
4	55 to 72 PTPs Not carried out	0.25	0.25* a * b
5	73 to 80 PTPs Not carried out	0.275	0.275* a * b
6	80 PTPs not done for First Day	0.3	0.3* a * b
7	80 PTPs not done for second Day	0.35	0.35* a * b
8	80 PTPs not done for third Day	0.4	0.4* a * b
9	80 PTPs not done for fourth Day	0.45	0.45* a * b
10	80 PTPs not done for fifth Day	0.5	0.5* a * b (purchaser shall reserve the right to accept or terminate with the approval of competent authority)
11	80 PTPs not done for fifth Day	Cumulatively non completion of 80 PTPs for 5 days in 90 days duration (working days) shall be terminated. However, purchaser shall also reserve the right to accept after thorough review of valid reasons for non-completion of work with the approval of competent authority.	
Minimum PTP's allotted per day		80	
Maximum PTP's allotted per day		88	
PTP's per month (26 days) (Min - Max)		2080 - 2160	
a = an average each PTP cost Rs. = Total quoted amount / Total no. of PTPs			
b = No. of non-completed PTPs			

- 8.5. **Penalty (if any) shall be applicable only to the contractor** and should not affect the salaries of the workforce.

8.6. **Review of working days**

- 8.6.1 Based on the scheduling of additional work/ facility vacations, excess or shortage of working days may be planned in any particular month.

- 8.6.2 The average number of working days at PCR is yearly 312 days (for information).

- 8.6.3 General working hours from Monday to Saturday at PCR are as per following.

General shift : 09.00hrs to 17.30hrs

1st shift : 06.00hrs to 14.00hrs

2nd shift : 14.00hrs to 22.00hrs

3rd shift : 22.00hrs to 06.00hrs

Timings per day: 8 Hrs + 30 Min Lunch/meals time.

- 8.6.4 Bio-metric attendance only shall be submitted to department daily/Weekly/Monthly for reference. Bio-metric instruments-2nos shall be installed at different locations (specified by the department) and it is the responsibility of the Bidder to maintain, repair/replace the biometric instruments. However, contract employees have to sign the attendance registers positioned at respective facilities of work.
- 8.6.5 Department will identify an Engr-In Charge/Contract Manager/Focal Point at Propellant Complex, Rasayani for operation, monitoring and payment of bills of the contract.

9.0. Prevailing safety Norms:

- 9.1. The Bidder shall train their workers on safety related aspects and implementation of safety precautions/procedures at work site is the responsibility of the Bidder. The Bidder and his workers shall abide all the safety regulations and shall wear necessary safety equipment provided by the department during the work.
- 9.2. Contract agency is solely responsible for any accident/injury/death of the workforce.**
- 9.3. It is the responsibility of the Contractor to provide the Medical facility / treatment to his work force including the first aid if required in case of emergency.**
- 9.4. Successful bidder will be provided the time to time safety and security regulations to be followed at work site by his employees. Violation of the same will attract penalty as per department norms.

10. Bidder's Employees related:

- 10.1. **Employee details:** For security reasons the successful bidder shall submit the following documents of all his employees before deploying at works for review & acceptance of the Department:
- Bio-data with two passport size photos.
 - Proof of qualification / experience.
 - Proof of residential address issued by State Govt./ Govt. of India.
 - Character & Antecedent report from the Police authorities nearest to the respective native place.
 - Appointment order/ employment wage card as per Contract Labour (R&A) Act.
- 10.2. **Dress code:** Bidder has to provide two pairs of uniform (cotton dress with identified colour) per year and Safety Shoes (one set- of make bata/abrigo) for the personnel deployed at work place within 75 days of release of Purchase Order. Colour of the uniform can be finalized with due consultation of the Department after release of P.O.
- 10.3. The personnel deputed by the Bidder shall remain the employees of the Bidder and they will not acquire any claim for future employment in ISRO or right for regularization as employees of the department of space.
- 10.4. Work force selection, facility allocation and work distribution for the contract workforce will be decided by the Bidder after obtaining the clearance from Department.
- 10.5. The loss caused to Department on account of negligence/dereliction of duties by the employees of the Bidder, shall be established after a joint inquiry comprising the

representatives of Department and Bidder, and Department shall be within its right to make it good from the Bidder.

- 10.6. The Bidder shall not engage or remove or change any person without the knowledge and concurrence of the Department. SDSC SHAR shall have the right to advise the Bidder to terminate the services of any employee for any violation of security provisions and / or indiscipline / violent behavior, agitation, affecting other peaceful works. In case of such advice, Bidder shall comply with the same with immediate effect with or without assigning any reason.
- 10.7. Resignation of contract employees shall be informed to department in advance and also copy of relieving order shall be sent to Department focal point.

11. Smart card Swiping system at Gate entry:

- 11.1. Department will issue 'entry permit' for the Bidder's working personnel after submission of police antecedent verification without which entry will not be permitted. The photo identity card is a smart card which needs to be swiped at the time of entry / exit due to security reasons.
- 11.2. The attendance and their access will be controlled by the information logged in the computerized access control system. The swiping data will also be used to check the veracity of the bills. In case of any variation in the data logged by the system, Department focal point's opinion is final and binding on the Bidder.
- 11.3. The cost of ID card shall be borne by the Bidder only. The Bidder shall submit the list of personnel along with their address proof. It is the responsibility of the Bidder to return / surrender the passes after expiry and in case of non-compliance in this regard, Department reserves its right to withhold the payment till such time the passes are returned.
- 11.4. In case of smart card misplaced / untraceable, duplicate smart card will be issued on payment basis only when the non-traceable report from the Police is submitted. The smart ID card on damage / mutilation will not respond to Access control system. Hence the smart card to be protected very carefully and in case of replacement, it will be changed on payment basis.

12. **Transportation and Canteen facility:** The Bidder shall make own arrangements for total transportation and canteen facility of the persons engaged in the works. Any mode of transportation will not be provided by the department. The vehicles arranged by the Bidder should be Passenger travel worthy and shall be certified by the RTO. Copy of relevant documents has to be submitted by the successful bidder to the department. Entry permit to Two wheelers/three wheelers will be issued through thorough security checking.

13. Payment Terms

- 13.1. The payment shall be made on **monthly pro-rata basis based on the satisfactory completion of work wrt the Penalty calculation as detailed in the Clause-8 duly certified by Department Engineer.** Bidder has to pay wages to his employees before 7th of every month through bank. The party should pay wages to his employees as per the

minimum wages fixed by State / Central Govt. of India or as approved by Department whichever is high.

- 13.2. Invoice to be submitted by Bidder before 10th of every month along with copies of work completion certificate/attendance, muster rolls of his employees, Bank statement for Contract employees previous (Ex: to claim January month bill December is the previous month) month wages payment proof, GST, EPF, ESI etc.
- 13.3. Department will release the payment within 30 days of submission of valid invoice.
- 13.4. Monthly wages for the first two months are to be borne by the Bidder from his own resources as delays are expected during streamlining of the procedures in the initial bill settlements, work execution, facility allocation and bills verification by accounts etc.
- 13.5. It is the responsibility of the Bidder to pay wages to their employees even if minor delays in clearance of bills by department due to invalid bills/delay in submission of bills without proper supporting documents, in case of any delay in releasing of payment from the department Bidder shall pay his employees salary before 7th of every month.
- 13.6. Bidder has to provide monthly salary pay slip to their employees preferably before 4th of every month (Pay slip shall contain the details like Basic wage, DA, EPF, ESI, Bonus, any other allowances and details of any deduction).
- 13.7. In case of disputes for non-payment of wages to the deployed manpower or any other disputes, the payment due to the party shall be withheld by Department till settlement of the disputes or on the orders of the court of law.

14. **Income Tax:** The party shall have certificate from Income Tax Officer of tax exemption otherwise, Income Tax at the prevailing rate as applicable from time to time shall be deducted from the successful Bidders bill as per the Income Tax Act, 1961 and the rules there-under or any re-enactment or Modifications thereof.

15. Police verification of the character and antecedents of the work force:

The Character and Antecedents of the workforce shall be verified by the Service Provider/Bidder from the concerned Police authorities and the Original Police Report (within 12 months validity, received from nearer police station of their Aadhaar contact address) shall be submitted to this office on the first day of the contract.

The Bidder shall verify/certify the conduct of the work force at frequent intervals. If any of the work force misbehaves or commits any misconduct, Department reserves the right to refuse permission to such persons to enter the premises and such work force shall be withdrawn by the Bidder immediately.

16. **Basis for Cost Estimation:** The following are the **major factors** to be considered for estimating the cost towards contract.

16.1. Work force to be deployed as listed in Table-1.

16.2. Operational shifts (for planning transportation): General shift, 1st, 2nd and 3rd shifts.

16.3. Transportation: Nearest town to Propellant complex, Rasayani and back including internal trips.

- 16.4. Uniform & Safety shoes per year: uniform (two pairs per person), safety shoes (one pair per person), industrial safety helmet (6 No's) and safety belts (3 No's) etc.
- 16.5. ESI, EPF, Bonus, paid holidays and minimum wages hike as per Maharashtra/Central govt labour act whichever is high.
- 16.6. Canteen & accommodation expenditure in the scope of Bidder.
- 16.7. Validity of Contract: One year and extendable to one more year.
- 16.8. First aid medical kits at 3 locations.
- 16.9. Smart card to the employees (processing charge).
- 16.10. Registration charges towards labour license, ESI, EPF and other statutory requirements.
- 16.11. Bio-metric instruments-2 nos.
- 17. Contract value:** Bidder has to quote the contract value by considering the minimum wages to his workers including all the allowances and taxes etc for a period of One year (with a validity extension for one more year). Bidder shall take a note of future revisions of basic wage (for the contract period of one year with a validity extension for one more year) in his quotation. **The price quoted is firm and fixed during the contract period.** Further revision of purchase order value in this aspect will not be entertained during the contract period.
- 18. Award of contract:** Contract will be awarded on **Overall L1 basis** only
- 19. Submission of Bids**
 - 19.1. Mode of Tender: **Two-part tender basis** Viz: Techno-Commercial Bid & Price Bid separately.
 - 19.2. **Part-1 (Techno-Commercial Bid):** Bidder shall confirm specifications mentioned in Tender document, annexures and check lists. Tenders fulfilling the above conditions only will be short listed for Price bid opening.

The following documents shall be scanned and up loaded in e-procurement portal.

 - 19.2.1 A signed, stamped, scanned copy of this Tender along with the Techno-commercial proposal as a token of acceptance of Tender terms & conditions.
 - 19.2.2 Signed, stamped Techno-commercial bid format (Annexure-2)
 - 19.2.3 Compliance to Techno-commercial terms indicated in Annexure-3 duly signed, stamped.
 - 19.2.4 Signed, stamped, **Unfilled** price bid format, Annexure-4.
 - 19.2.5 Signed **Unfilled** Minimum wages confirmation form (Annexure-5).
 - 19.2.6 Deviations if any with reference to Techno-Commercial terms and conditions shall be clearly brought out under deviations list (Annexure-6). If deviations are not listed separately, it will be presumed that bidder is adhering to all the technical and commercial conditions given in the document.
 - 19.2.7 Annexure-7 Communication details format
 - 19.3 **Part-2 (Price Bid):**
 - 19.3.1 Price Bid data to be entered in e-procurement portal.
 - 19.3.2 Signed, **Filled** Minimum wages confirmation form (Annexure-5)

Note: 1. Disclosure of Price bid information in Techno- Commercial Bid shall be sufficient grounds for rejection of the bid.

2. All the documents are to be submitted in e-procurement portal only

Documents submitted by hand / post shall not be considered.

20 Bidder Eligibility/Pre-Qualification Criteria

Criteria for evaluation of Techno-Commercial Bids: Bidders has to fulfill the following criterion (Documentary proof complying each criterion shall be submitted in technical bid).

Sl.No	Criteria
1	The Bidder should be a Company/Society/Firm registered in India since last 3 (three) years or more. Company Profile along with documentary evidence of services offered and all relevant enclosures.
2	<ul style="list-style-type: none"> The bidder should have average annual turnover of Rs.70 lakhs in last 3 years (Financial year 2021-22, 2022-23 and 2023-24) in the Operation and Maintenance contracts in Mechanical / Chemical process Engineering Industries. Completed works of Single contract value more than Rs. 70 lakhs in case of single work contract (or) Rs. 50 lakhs in case of two work contracts each (or) Rs.35 lakhs of three work contracts each prior to 31.03.2024. Work completion certificate by the end user for the previous executed orders. Audited annual Turnover certificate is to be submitted for FY 2021-22, 2022-23 and 2023-24.
3	Bidder Should have experience of running at least one project with work force of 15 nos, in the field of Operation and Maintenance in Mechanical / Chemical process Engineering Industries in any of the Central/State government/PSU/ Private limited company. (Certificate from client & list of employees are to be attached)
4	Since the nature of Job is very critical, the bidder must have undertaken 3 shift basis Boiler operations works with capacity of minimum 5 TPH steam boiler at least for 3 years ending with 31.03.2024. Satisfactory work COMPLETION certificate from Client along with PO copy must be submitted in the technical bid.
5	Bidder must submit the Boiler Operator certificate as per IBR and the personnel should be on muster role as on date with the bidder's firm. Towards this, EPF payment certificate must be submitted as proof for the Boiler operator.
6	The operations at PCR deal with Air compressor operations and Refrigeration compressors operations along with periodic maintenance works, which is very much essential for smooth operations of production Plant. Satisfactory work execution certificate from the Client along with relevant PO must be submitted in the technical bid confirming compressors operations.
7	Since the nature of work is critical wrt propellant production activities, the bidder must be in a position to deploy the required workforce uninterruptedly based on the Workfront availability at site. Towards this, the bidder must have executed at least

	one contract of similar nature in a chemical Plant in and around Mumbai/Rasayani/Raigad area successfully in the last 3 years from the date of tendering.
8	For smooth running of the contract and to meet all the terms and conditions of the tender specifications, Bidder has to provide documentary evidence/Solvency Certificate from the banker certifying their credit worthiness of not less than 35 lakhs along with the offer.
9	Self-declaration for not having any criminal case pending and should not have been blacklisted by Central / State Government organization / department in India at the time of submission of the Bid (Self-declaration has to be attached on stamp notary document)
10	Copy of Registration certificate for GST & PAN card has to be attached
11	Copy of ESI and EPF certificates executed for last one year
12	Copy of Power of Attorney/ Board Resolution authorizing the person for signing the bid documents.

21 Compliance with the Acts/Laws: The Bidder has to comply with the following acts.

- 21.2 License under the Contract Labour (Regulation & Abolition) Act, 1970 and Central rules 1971.
- 21.3 Register of Wages-cum-Muster Roll of Contract Labour Act 1970.
- 21.4 Employee State Insurance act, 1948, ESI Central rules / Regulations 1950.
- 21.5 Bonus act 1965.
- 21.6 GST: Goods & Service Tax.
- 21.7 Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and EPF Scheme 1952.
- 21.8 Any other statutory laws time to time implemented by state / Central Governments.
- 21.9 Bidder has to provide necessary supporting documents like registration labour license, GST, EPF, ESI etc.
- 21.10 The party shall be fully responsible for timely compliance of all statutory requirements in respect of his employees. The Department shall not be responsible for the payment of any amount to his employees/statutory authorities on account of non-compliance of statutory provisions applicable to them.

22 Security Deposit: Bidder shall furnish a Security Deposit to the maximum of 3% of the purchase order value within 15 days from the date of award of contract in the form of Bank Guarantee /Fixed Deposit Receipt from a Nationalised / scheduled bank, valid for entire contract period plus six months beyond the validity of the Contract for faithful execution of the contract. If the Bidder is failed to execute the contract as per the terms and conditions the Security Deposit will be forfeited.

23 Time schedule

The entire assignment has to be completed within a period as mentioned below:

Activity	Duration
Release of Purchase Order	<i>T</i>
Submission of Security Deposit	<i>T+15 days</i>
Submission of the necessary documents to the focal point at Propellant complex, SDSC SHAR	<i>Within T+30 days</i>
Commencement of facility Works by the Bidder	<i>Within T + 40 days</i>

24 General conditions:

24.1 Validity of Offer:

24.1.1 The Proposals submitted by bidders shall be valid for a period of “120 days” from the date of opening of Techno-Commercial Bid.

24.1.2 On completion of the validity period, in case required, SDSC SHAR, would solicit the bidder’s consent to an extension of the period of validity.

24.1.3 The request and the responses thereto shall be made in writing by post and e-mail.

24.2 Validity of contract: The period of contract is for One year from date of commencement of work (i.e PO release Date + 40 days or as informed by Purchaser) with validity extension provision of one more year.

24.3 Arbitration, Applicable law & Jurisdiction

The jurisdiction lies in the courts situated at Panvel, Raigad District, Maharashtra.

25 Force Majeure

25.1 In the event of either party being rendered unable by Force majeure to perform any obligations required to be performed by them under the contract the relative obligation of the party affected by such Force majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.

25.2 The term "Force majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, pandemic, sabotage, civil commotions and acts and regulations of Government.

25.3 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 3 (THREE) days of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

25.4 Time for performance of the relative obligation suspended by the Force majeure shall then stand extended by the period for which such cause lasts.

25.5 If deliveries of services to be executed by the Bidder are suspended by Force majeure conditions lasting for more than 3 (three) months, the Department shall have the option to terminate the contract.

26 Short closure of the contract by the Bidder: Due to own reasons if Bidder desires to short close the contract, notice of the closure has to be submitted to the department with

minimum time of 3 months in advance with proper justification and necessary supporting documents. In such cases the Security Deposit submitted by him will be forfeited.

Short closure of the contract by the Purchaser: Due to own reasons if Purchaser desires, without assigning any reason to short close the contract, notice of the closure has to be submitted to the Contractor with minimum time of 1 MONTH in advance.

27 Termination for any fault of the Bidder

Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the Department under the condition the contract or otherwise (including the right of the Department to claim compensation for inadequacy in the services), the Department shall be entitled to terminate the contract by written notice at any time during its currency on or after the occurrence of any one or more of the following events/contingencies, namely Default or failure by the Bidder of any of the terms of the Bidder under the contract including but not limited to:

- 27.1** Failure to start the work within T + 40 days of handing over the facilities to the Bidder.
- 27.2** Failure to provide sufficient labour, uniform, shoes, first aid kits and/or facilities required for the proper and/or due execution of the work or any part thereof.
- 27.3** Failure to execute the works or any of them in accordance with the contract.
- 27.4** Failure to perform the services within the time specified herein or any Department approved extension thereof.
- 27.5** Disobedience of any order or instruction of the Contract Manager of the Department affecting the services within the scope of the contract.
- 27.6** Negligence in carrying out the works or carrying out, of work found to be unsatisfactory by the Contract Manager.
- 27.7** Abandonment of the works or any part thereof.
- 27.8** Substantial suspension of the works **for a period of 5 (five) days** or more without the authority of the Contract Manager.
- 27.9** Any other breach of any of the terms, conditions or provisions of the contract on the part of the Bidder to be performed and/or observed.
- 27.10** If there is any change in the management or organization of the Bidder, which is detrimental to the interests of the Department or to public interest.
- 27.11** If the Bidder shall assign or attempt to assign his interest or any part thereof in the contract.
- 27.12** The decision of the Department as to whether any of the events/contingencies Hereof entitling the Department to terminate the contract, has occurred or not shall be final and binding upon the Bidder.
- 27.13** The notice of termination shall set forth, in addition to a statement of the reason or reasons for terminating the contract, the time(s) and place(s) when the survey and assessment of the work performed under the contract up to the date of termination shall be conducted, for the purpose of determining the final amount(s) due to the Bidder therefore.

27.14 The decision of the Contract Manager as to whether or not any works have been completed, services provided satisfactorily for the purpose of settlement of payment(s) shall be binding upon the Bidder.

27.15 In case of termination for fault of the Bidder, the Department, at its option and at the risk and cost of Bidder may:

(a) have the work performed under its direct responsibility,

or

(b) have the work performed by way of a replacement contract with a third party and in either case the Bidder shall be agreed with all additional costs arising out of the solution.

27.16 Further, where the use of intellectual property rights is required, defaulting Bidder shall, to ensure completion of the supply of the equipment or services, do everything in its power to enable the Bidder or the Department to use the rights concerned. The defaulting Bidder shall make no claim in respect of such use, and shall bear the cost of the fees due to third parties for the use of their rights.

28 Cancellation in special cases

Department may at any time cancel this contract by giving written notice with immediate effect in either of the following cases:

28.1If the Bidder is adjudged insolvent or if its financial position is such that within the framework of its national law, legal action leading towards bankruptcy may be taken against it by its creditors or its Govt., or

28.2If Department has sufficient reason to believe and it is determined through arbitration or through court proceedings, that the Bidders has resorted to fraudulent or corrupt practices in connection with its securing or implementation of this contract. In the event of cancellation pursuant to this contract such cancellation shall, for purposes of treatment of the rights of the parties, be treated as a cancellation in accordance with termination terms, "Cancellation with fault of the Bidder".

Annexure-1

Sl. No	Category/ Designation	Skill Set required	Allocated PTPs for Work force per day	Max PTPs in year
1	Boiler Attendant (Skilled)	ITI/NCTVT with 1 st Class Boiler attendant with two years of experience.	06 PTPs (06 PTPs per day)	max 2200 PTPs per year
2	Technician (Fitter) (Skilled)	ITI/NCTVT, Fitter/ Chemical Trade with two years of experience. <u>(One skilled Technician with prior experience in Sewage Treatment Plant (STP) operation & maintenance works will be preferable)</u>	30 PTPs (06 PTPs per day each)	max 10500 PTPs per year

3	Technician (Chemical Operator) (Skilled)	ITI/NCTVT, Fitter/ Chemical Trade with two years of experience.	18 PTPs (06 PTPs per day each)	max 6300 PTPs per year
4	Technician (Electrician) (Skilled)	ITI/NCTVT, Electrical Trade with two years of experience.	18 PTPs (06 PTPs per day each)	max 6300 PTPs per year
5	Helper (Unskilled)	8 th class Pass	08 PTPs (04 PTPs per day each)	max 2800 PTPs per year

Annexure.2

Techno-Commercial Bid form

(To be signed, stamped and uploaded in Techno-Commercial Bid Proposal)

Date: --/--/20--

To

**Sathish Dhawan Space Centre,
ISRO, Sriharikota,
SPSR Nellore dist
PIN. 524124**

Subject: Techno-commercial Bid for **Work contract on PROJECTED TASK POINTS (PTPs) basis for Propellant Complex, Rasayani**

Dear Sir/Madam,

Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for **Work contract for Propellant Complex, Rasayani** and to meet such requirements & provide such services as are set out in the Bid Document.

We hereby attach the Techno-Commercial Bid as per the requirements of the tender document.

- We undertake, if our Bid is accepted, to adhere to the implementation plan (Key Events/ Activities and dates of the project) put forward in the Tender document or such adjusted plan as may subsequently be mutually agreed between us and SDSC or its appointed representatives.
- If our Bid is accepted, we will submit a Security Deposit (maximum of 3% of the P.O. value) for a period of contract period + 2 months. In case of the delay in execution of the project, the Security Deposit will be extended accordingly.
- We agree to follow all the statutory laws related to prevailing labour acts including the amendments during the contract period.
- We have noted that the contract value is fixed for ONE year and we will not propose any request for P.O. value amendment.
- It is understood that **this contract is for Propellant Complex, Rasayani** and the local conditions related to transportation, availability of qualified manpower, their working environment conditions are fully understood and quotation is offered.
- We agree that you are not bound to accept the lowest or any Bid Response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation /company /firm /organization and empowered to sign this document as well as such other documents which may be required in this connection.

Dated this Day of20XX

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

.....(Name and address of the Bidder)

Seal/Stamp of Bidder

Annexure-3

Compliance for techno-commercial terms: The Bidder has to fill / confirm the following format towards the compliance of the techno commercial terms.

Sl.No	Description	Compliance (Yes / No)
1.	The tender document each page was studied fully, understood the technical specifications, terms and conditions of the document and are acceptable.	
2.	Tender document each page is signed, stamped (each page) and submitted.	
3.	It is understood that this contract is for Propellant Complex, Rasayani and the local conditions related to transportation, accommodation, availability of qualified manpower, their working environment conditions are fully understood and quotation is offered.	
4.	The candidates once engaged shall work for a minimum period of one year.	
5.	Monthly working days are 26 days.	
6.	Depending on the work front, the people may have to be provided for General/ 1 st / 2 nd shift/ 3 rd shift or combination of any shifts (prior intimation will be given) within allotted workforce.	
7.	Bidder can deploy the following manpower per day Boiler attendant-1 No., Technicians (Fitter /Chemical Operators) - 8 Nos, Electricians – 3 Nos. and Helpers – 2 Nos per day. 26 working days per month. Validity of the contract: one year from work commencement day + extendable to one more year.	
8.	Confirmation for submission of Employee's police verification certificate by the successful bidder.	
9.	Confirmation for submission of Daily/weekly/monthly Bio-metric attendance for employees as specified in the tender document.	
10.	Implementation of smart cards by Bidder for gate entry at PCR. Cost towards smart cords is in Bidder scope only.	
11.	Compliance with the prevailing Laws as per State and Central Govt.	
12.	Confirm the minimum wages will be paid to the contract employees time to time as per Prevailing norms	
13.	Confirm that the revision of minimum wages during the contract period (one Year) is considered in the offer while quoting. It is clearly understood that the PO value will not be revised by department.	
14.	Bidder has to provide monthly salary pay slip to their employees (Including auxiliary staff) preferably before 4th of every month (Pay slip shall contain the details like Basic wage, DA, EPF, ESI, Bonus, any other allowances and details of any deduction). Monthly wages will be paid to the contract employees from own sources even if department delays payments on valid grounds.	
15.	It is the responsibility of the Bidder to review and ensure the safety of contract employees, positioned at various facilities.	
16.	Bidder has to give an undertaking that they will comply with prevailing safety norms at site put forth by Department.	

17.	Bidder shall make his own arrangement for transportation, accommodation and canteen facility for his employees.		
18.	Confirm the Bidder should provide uniform, safety shoes, safety helmets, safety belts, transportation, bio metric machines, accommodation and canteen facility for his employees.		
19.	Deviation (if any) shall be clearly spelt out in the offer itself.		
Confirm the following factors considered while estimation and same shall be provided to the contract employees after release of PO		Considered/ Not Considered	
20.	Tender all line items considered for each category		
21.	Minimum wages are considered for each employee category		
22.	Minimum wages hike for one and half years is considered in the quote offered and understood that P.O. value is firm and fixed.		
23.	EPF, ESI, Bonus, etc and any other allowances are considered.		
24.	Cost Towards Cotton uniform (two pairs per year/head)		
25.	Cost Towards Safety shoes (one pair per year/head)		
26.	Cost Towards Safety helmet (one number per head)		
27.	Cost Towards Safety belts		
28.	Cost Towards First aid kits (3 No's)		
29.	Cost Towards Bio metric instruments including maintenance (2 numbers)		
30.	Expenditure towards Transportation (general shift/ 1 st /2 nd /3 rd shifts)		
31.	Expenditure towards Canteen facility of employees		
32.	Expenditure towards Smart cards for employees		
33.	Expenditure towards Labour licence fee/registration		
34.	Expenditure towards overhead charges		
Documents to be submitted along with Techno-commercial offer. Bidder has to submit documents with page numbers and the same can be filled in the column for reference		Submitted/ Not Submitted	P a g e N o
35.	Document for registration as a Company/Society/Firm registered in India since last 3 (three) years		
36.	Company Profile along with documentary evidence of services offered and all relevant enclosures.		
37.	Work completion certificate by the end user for the previous executed orders related to Operation and maintenance contracts.		
38.	Confirm all the contract employees to be deployed at the work site by the successful bidder are medically/mentally fit for the proposed works (Self declaration) and as per skillset specified in Annexure-1 for all categories.		
39.	Self-Declaration by the Bidder stating that Loss/ Injury/ Accident of the Contract person during the contract period shall be fully taken care by the Contractor only. Purchaser will not be held responsible for any kind of treatment/ compensation due to this to the contract personnel deployed.		
40.	HR list of employees engaged in different projects with work force in each project in last five years in any of the Central/State government/PSU/ Private limited company.		
41.	Document proof for EPF payment for list of employees in his company rolls.		

42.	Audited last 3 years financial statements for FY 2021-22 & FY 2022-23& FY 2023-24. Average annual turn-over must be 70 Lakhs minimum.		
43.	Notary / Self-declaration for not having any criminal case pending.		
44.	Notary /Self declaration to confirm that the company is not have been blacklisted by Central / State Government organization / department in India at the time of submission of the Bid		
45.	Registration certificate for GST, labour licence & Copy of PAN card		
46.	Completed works of Single contract value more than Rs. 70 lakhs in case of single work contract (or) Rs. 50 lakhs in case of two work contracts each (or) Rs.35 lakhs of three work contracts each prior to 31.03.2024.		
47.	Bidder Should have experience of running at least one project with work force of min. 15 nos in the field of Operation and Maintenance in Mechanical / Chemical process Engineering Industries. Satisfactory client certificate to be submitted along with order copy.		
48.	Solvency certificate obtained from any nationalised/scheduled bank for minimum of 35 lakhs in the current year.		
49.	Since the nature of Job is very critical wrt steam Boiler operations, the bidder must have undertaken 3 shift basis Boiler operation works with capacity of minimum 5 TPH steam boiler in the last 3 years ending with 31.03.2024. Satisfactory work COMPLETION certificate from Client along with PO copy must be submitted in the technical bid.		
50.	Bidder must submit the Boiler Operator certificate as per IBR in the technical bid and the personnel should be on muster role as on date with the bidder's firm. Towards this, EPF payment certificate must be submitted as proof for the Boiler operator.		
51.	PCR deals with Air compressor operations and Refrigeration compressors operations along with periodic maintenance works, which are very much essential for continuous running of production Plant. Satisfactory work execution certificate from the Client along with relevant PO must be submitted in the technical bid, confirming that the bidder has successfully executed the above operations.		
52.	Since the nature of work is critical wrt propellant production activities, the bidder must be in a position to deploy the required workforce uninterruptedly based on the Workfront availability at site. Towards this, the bidder must have executed at least one contract of similar nature in a chemical Plant in and around Mumbai/Rasayani/Raigad area successfully in the last 3 years from the date of tendering.		

Annexure-4**Price Bid Format**

(To be printed on letterhead, without filling the details, signed, stamped and to be uploaded in the techno commercial bid)

To,

**Satish Dhawan Space Centre,
ISRO, Sriharikota,
SPSR Nellore Dist
PIN. 524124**

Dear Sir/ Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, I / we, the undersigned, offer to supply and work as service providers to provide services for **Work contract on PROJECTED TASK POINTS basis for Propellant Complex, Rasayani** as mentioned in the scope of the work & in conformity with the said bidding documents.

I / We undertake that the prices are in conformity with the requirement as specified in the tender.

Sl.No.	Description of the work	Projected Task Points (PTPs)	Unit Cost in Rs.	Total cost in Rs.
1.	Operation of Main Boiler, Operation of Waste Heat Boiler at PCR, Production & supply of steam to all process equipment with all related maintenance activities.	2200 PTPs	unpriced	unpriced
2.	Operation of Air Compressors, Refrigeration Compressors, ETP & STP operations with all related maintenance activities	10500 PTPs	unpriced	unpriced
3.	Operation of CNA Plant, N2O4 section, Chemical Sample drawing, ETP & STP operations with all related maintenance activities	6300 PTPs	unpriced	unpriced
4.	Operation of Electrical sub-station, Transformers, DG sets, Mandatory checks and Rectifications of Electrical Installations in the Plant and utility facilities, Telecom systems, Networking systems etc	6300 PTPs	unpriced	unpriced
5.	Sample collection, assisting boiler operators, chemical operator, fitter, lab technician, cleaning of equipment and flow components	2800 PTPs	unpriced	unpriced
Note: I / we confirm that 1. The contract value is firm and fixed for one year with a validity extension of one more year. 2.The quoted contract value is by considering the minimum wages to the workers (as per the Maharashtra State/Central Govt labour act, whichever is high and further revisions if any in the contract period). 3.The offered quote is inclusive of all the allowances and taxes as per the statutory norms of State/ Central govt. etc 4. It is also noted and accommodated the future revisions of basic wage (for the contract period of one and half years) in quotation. Further revision in purchase order value in this aspect will not be requested during the contract period.				
In case we failed to execute the works by providing the adequate workforce, the penalty deduction clause can be applied on our monthly bills.				<u>Yes / No</u>
Note: Base price consists of				

a) Wages, b) EPF Components (Employee & Employers contribution) c) Insurance/ESI d) Transportation charges e) Accommodation	f) bonus g) Safety Gadgets h) Uniform i) Medical Expenses j) Company Admin. Expenses k) Company Over heads, etc....	<u>Yes / No</u>
--	--	------------------------

for reference only, * to be filled by the Bidder in the price bid format only.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Dated this Day of20XX

(Signature) (In the capacity of)Duly authorized to sign the Bid Response for and on behalf of:(Name and address of the Bidder)
Seal/Stamp of Bidder

Annexure.5

Minimum wages confirmation form

(Without filling the details, to be signed, stamped and uploaded in Techno-Commercial Bid Proposal)

Date: --/--/20--

To

**Satish Dhawan Space Centre,
ISRO, Sriharikota,
SPSR Nellore Dist.
PIN. 524124**

Subject: Techno-commercial Bid for **Work contract on PTPs basis for Propellant Complex, Rasayani**

Dear Sir/Madam,

Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for **Work contract on PTPs basis for Propellant Complex, Rasayani** and to meet such requirements & provide such services as are set out in the Bid Document.

1. We have noted that the contract value is fixed for ONE year and we have considered the hike in wages for next ONE year. We will not propose any request for P.O. value amendment.
2. We agree to follow all the statutory laws related to prevailing labour acts including the amendments during the contract period.
3. We will be paying the minimum wages to our employees as per State Govt/ Central Govt. / SDSC Fair wages whichever is high.
4. We have quoted contract value by considering the minimum wages to the workers as per the State / Central Govt labour act whichever is high and further revisions if any.
5. The offered quote is inclusive of all the allowances and taxes as per the statutory norms of State/ Central govt. etc

6. We have also noted and accommodated the future revisions of basic wage (for the contract period) in quotation. Further revision in purchase order value in this aspect will not be requested during the contract period.
7. We considered in our price the minimum wages, EPF, ESI, Bonus, medical expenses, and transportation charges for the workers engaged and the same are as indicated below.

Indicative Minimum wage considered per head (*)	
Sl.No.	Factors considered
1	Basic wage
2	EPF
3	ESI
4	Gross salary per head
5	Bonus
6	Transportation charges
7	Uniform
8	Safety shoes
9	Helmet
10	Accommodation

8. We also understood that the above indicated price is for reference only and not for finalisation of the Lowest offer (L1).

9. To be filled by the Bidder in the price bid format only.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation /company /firm /organization and empowered to sign this document as well as such other documents which may be required in this connection.

Dated this Day of20XX

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

.....

(Name and address of the Bidder) Seal/Stamp of Bidder

Annexure-6

Exceptions and Deviations

(To be filled, if any, signed, stamped and uploaded in Techno-Commercial Bid Proposal)

In line with Proposal Document, Bidder may stipulate Exceptions and deviations to the Proposal conditions if considered unavoidable.

Sl.No.	Reference in Specification	Tender Spécification	Offered Spécification	Déviations	
	Page No	Clause No			

1.					
2.					

NOTE :

1. Only deviations are to be written in this Annexure.
2. Any deviations taken by the Bidder to the stipulations of the Proposal document shall be brought out strictly as per this format and enclosed along with the bid.
3. Any deviations not brought out as per this Pro-forma and written elsewhere in the Proposal document shall not be recognized and the same is treated as null and void.
4. Any wilful attempt by the Tenderer to camouflage the deviations by giving them in the covering letter or in any other documents that are enclosed may render the Bid itself non-responsive.

(Signature of the Bidder)

Annexure-7

Communication details

(To be filled, signed, stamped and uploaded in Techno-Commercial Bid Proposal)

In line with Tender Document, the following official may contact to seek the clarifications if any.

Sl.No	Company address	Contact person	Phone number	Mail id

(Signature of the Bidder)

Operation and maintenance of Facility works description at Propellant Complex, Rasayani	
Boiler Attendant:	ITI/NCTVT with first class Boiler attendant, with min. two years' experience are to be deployed for the following works <ul style="list-style-type: none"> • Operation & maintenance of boiler and Waste Heat Boiler • Monitoring of boiler critical parameter like pressure & temperature • Production of steam • Furnace oil tanker unloading and transfer to storages. • IBR inspection support activities. • Cleaning of furnace burner gun • operation of fuel oil, BFW, chemical dosing pumps and ID fan • Control the optimized boiler operation. • Monitoring all levels of FO, Feed water, Dosing chemicals • logging the all parameter records • co-ordination with plant and supporting staff
Technicians (Mechanical Fitter):	ITI/NCTVT, Fitter with two years' experience. He will be deployed in the operations of compressed air, safety systems, and mechanical maintenance works. Purchaser has the right to select the candidate based on evaluation of the experience. <ul style="list-style-type: none"> • Servicing (Bench testing) of valves and testing of spools • Operation & maintenance of air compressors / Refrigeration Compressors • Checking of compressor lubricants levels like oil & water • Monitoring of compressor pressure, temperature and smooth running • Filter elements cleaning, testing and installation. • Purging of pipe lines & Leak checks of fluid circuits • Testing of pressure vessels, pipes/spools and pipe lines • N2&H2 gas cylinders neck valves leak checking & pressure monitoring • Torque verification for all the flange joints • Effluent treatment Plant and STP plant operations and maintenance
Technicians (Chemical):	ITI, Chemical with two years' experience is to be deployed for the following works <ul style="list-style-type: none"> • CNA/ N2O4 plant Operation and maintenance. • DM water generation & plant operation • DM water plant re generation & chemical charging. • DM water filling to storage tanks and supply to boilers • Effluent treatment Plant and STP plant operations and maintenance • Chemicals like H2SO4 and NaOH storing & issuing to users. • Logging of critical parameters and records of operation

Technicians (Electrical): ITI, Electrical with two years' experience is to be deployed for the following works

- Operation and maintenance of Electrical Substation.
- Transformers operation
- DG Set Operations.
- Attending electrical complaints in the Plant and Utility Facilities
- Operations and maintenance of Telecom systems, UPS systems, Network Systems
- Logging of critical parameters and records of operation

Helpers: 8th class

- Drawing of chemical samples
- Mobilizations of valves, hoses, filter elements and instruments.
- GN2 & GH2 cylinders mobilization
- Cleaning of removed flow components, consoles and field junction boxes.
- Shifting of neutralizers and pipe & fittings from stores to the facility
- Removal and relaying of instrumentation and power cables
- Preparation of hydro tests and cleaning of spools/pipes after test.
- Mobilization of chemical for effluent treatment and DM water generation
- Support/assistant to technicians

Special Accessories required, if any Working personnel should wear the compatible gum shoe, Industrial Helmets and company Uniform