

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
SATISH DHAWAN SPACE CENTRE SRIHARIKOTA (SDSC SHAR)  
NELLORE**

**Tender for OPERATION AND MAINTENANCE CONTRACT OF SDSC SHAR GUEST HOUSES LOCATED AT PALLAVARAM AND ADYAR, CHENNAI FOR A PERIOD OF TWO YEARS. TERMS AND CONDITIONS AS PER THE ANNEXURE**

**Bids to be submitted online**

**Tender No.: SDSC SHAR/SCF (P&S, PGA, F&AD, SCHOOL, M&PH, SCSD)/SH202100067001 dated 13-09-2021**

## A. Tender Details

Tender No :	<b>SDSC SHAR/SCF (P&amp;S, PGA, F&amp;AD, SCHOOL, M&amp;PH, SCSD)/SH202100067001</b>
Tender Date :	<b>13-09-2021</b>
Tender Classification:	<b>SERVICES</b>
Purchase Entity :	<b>SCF (P&amp;S, PGA, F&amp;AD, SCHOOL, M&amp;PH, SCSD)</b>
Centre :	<b>SATISH DHAWAN SPACE CENTRE SRIHARIKOTA (SDSC SHAR)</b>

### **OPERATION AND MAINTENANCE CONTRACT OF SDSC SHAR GUEST HOUSES LOCATED AT PALLAVARAM AND ADYAR, CHENNAI FOR A PERIOD OF TWO YEARS. TERMS AND CONDITIONS AS PER THE ANNEXURE (RFP)**

This is a TWO part Tender.

#### A.1 Tender Schedule

Bid Submission Start Date :	<b>13-09-2021 15:00</b>
Bid Clarification Due Date :	<b>04-10-2021 17:00</b>
Bid Submission Due Date :	<b>11-10-2021 12:00</b>
Bid Opening Date :	<b>11-10-2021 14:00</b>
Price Bid Opening Date :	<b>25-10-2021 14:30</b>

## B. Tender Attachments

### Technical Write-up/Drawings

Document : ANNEXURE - TERMS AND CONDITIONS

### Instructions To Vendors

#### 2. General Instructions to Vendor

##### 1. Instructions to tenderers

TeleNo.08623-225023/225174/226048

Fax No.08623-225170/22-5028

e-Mail ID : hps@shar.gov.in, sselvan@shar.gov.in, rajiv\_bv@shar.gov.in

1. Interested tenderers may, at their option, login to <https://eproc.isro.gov.in> and submit your offers.

2. TENDER FEE IS NOT APPLICABLE.

3. EARNEST MONEY DEPOSIT IS NOT APPLICABLE IF NOT MENTIONED IN THE RFP SPECIFICATION.

4. Indian agents while quoting on behalf of their principals are requested to attach Principals original quote, necessary authorization letter from their Principals, copy of agency agreement etc. in their bid.

5. TWO PART BIDS: In case of Two part tender, price details shall not be uploaded in the Technical & Commercial Bids (Part I), failing to which the bid will be treated as INVALID.

6. Offer validity: In case of single part tender - the validity of offers/tenders should be 90 days. In case of two part tender - 120 days from the date of opening of Part-I bid and 60 days from the date of opening of Part-II bid. Tenders shorter than offer validity mentioned above will not be considered for evaluation.

7. Due date & time: Sufficient time has been allotted for Bid submission. Vendors are requested to complete Bid submission well in advance. Last minute requests for due date extension citing server problems etc. will not be entertained. Bids will not be entertained after the due date and time.

7 (A). Request for the extension of the due date will not be considered.

8.

(a) Bid Opening for Public Tender: In case of Public Tender-Two Part Tenders: Technical and Commercial Bids will be opened on the first day specified for Tender opening. Interested vendors can attend the tender opening session to know the bidding details (Bidders presence is not mandatory to

consider the quote for evaluation). Price Bid opening of the selected vendors will be scheduled later and it will be intimated to the selected Bidder (s).

(b) For Limited Tender: Bidders participation is not allowed.

9. Prices are required to be quoted according to the units indicated.

10. (a) All available technical literature, catalogues and other data in support of the specifications and detail of the items should be furnished as attachments.

(b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.

(c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensions details are available the same should be indicated in your offer.

(d) Specifications: Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated by the tenderer in their quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples wherever necessary. Test certificates wherever necessary should be attached. Whenever options are called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us the tenderer could suggest changes to specifications with appropriate response for the same.

11. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of quantity offered and the tenderers shall supply the same at the rates quoted.

12. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.

13. The tenderer will be required to furnish a document containing the name of his bankers as well as the latest income-tax clearance certificate duly counter signed by the Income-tax Officer of the Circle concerned under the Seal of his office, if required by the Purchaser.

14. The Purchaser reserves the right to place order on the successful tenderers for additional quantity up to 25% of the quantity offered by them at the rates quoted.

15. Sr. Head, Purchase and Stores, SDSC SHAR SRIHARIKOTA reserves the right to accept or reject any bid in part or full without assigning any reason thereof.

16. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority as specified in Office Memorandum no.F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd July 2020. All the conditions mentioned in the above OM is applicable for this tender.

### **3. Tender- Two part Instructions**

1. 1. This requirement can be quoted only through online e-procurement mode using ISRO portal <https://eproc.isro.gov.in>. No manual tender will be considered.
2. The vendors have to get themselves registered in above site to download the tender details. To register in above ISRO portal (<https://eproc.isro.gov.in>) the vendors need to have digital certificate The digital certificate can be obtained from any digital certifying authority like M/s (n)Code solutions; M/s Tata Consultancy Ltd., M/s Satyam Information System etc.
3. The parties are advised to download the tender and submit the bid on online at least two days prior to tender closing date to avoid last minute network problem. The due date shall not be extended due to network or computer related problems.
4. Tender fee is not applicable.
5. This being a two part tender i.e. Technical & Commercial Part and Price Part, the tenderer should not attach any documents containing Pricing information along with Technical & Commercial Bid. Normally we do not open PART-II (Price bid), if PART-I (Technical Offer) does not meet with our technical specification requirements. Price bid opening date mentioned in the tender document/ Schedule is tentative only. However, price bid opening will be made only after satisfactory completion of Part-I technical bid evaluation and with prior intimation to vendors.
6. Our Tender Enquiry contains technical requirements and specification. The detailed technical specification of your offer should be covered in the technical part. The Technical documents need to be attached online as a single PDF file without any prior information. The tender attachments containing Price details will be treated as unsolicited offers and rejected.
7. The quote should indicate quantity wise unit rate separately which have to be filled online. The Prices are to be mentioned both in figures as well as in words. The taxes, duties etc. are to be calculated and indicated in the column provided in online forms explicitly.
8. Bidders are expected to comply with the technical & commercial and other terms and conditions given in vendor specified terms of this tender. In case of any deviation, the reasons thereof should be clearly specified in the vendor specified terms column.
9. The vendors have to compulsorily submit the compliance statement online otherwise their offer will not be considered for further evaluation. Before entering the compliance statement, vendors are advised to refer the detailed specification provided in the Technical Write-up/ Drawings document. The specification offered by the vendors may also be indicated in the compliance statement wherever necessary.

10. The Technical Specification / Drawing / Product Catalogues / Works carried by vendor / Make offered etc. as a single PDF file without any financial details has to be uploaded online mode by the vendor. This being TWO PART TENDER the PDF document uploaded should not contain any commercial/pricing details. If the attached PDF contains any pricing detail the offer will be treated as unsolicited and will be summarily rejected.
11. Offer validity: - In case of single part tender - the validity of offers/tenders should be 90 days. In case of two part tender - 120 days from the date of opening of Part-I bid and 60 days from the date of opening of Part-II bid. Tenders shorter than offer validity mentioned above will not be considered for evaluation.
12. Due date & time: Sufficient time has been allotted for Bid submission. Vendors are requested to complete Bid submission well in advance. Last minute requests for due date extension citing server problems etc. will not be entertained. Bids will not be entertained after the due date and time.
13. The vendors may contact +91471 2565454/4574/2527/3753/3289 or eproc@vssc.gov.in for any technical assistance in bid submission.
14. Once the offer is submitted in on line mode by the vendor and bid submission period is over, vendor will not be able to provide revised offer.
15. Request for the extension of the due date will not be considered.
16. Tender which are not prepared in terms of these instructions are liable to be rejected.
17. Based on the response to the Tender Notice, SDSC SHAR reserves the right to change any milestone date of the tendering activity.
18. SDSC SHAR reserves the right to verify all claims made by the bidder.
19. Tender Opening : The Technical and Commercial Bid [Part-I] will be opened on the specified day mentioned in the schedule and in case any further clarification/ discussion are required, such clarification/discussion shall be called for before opening the Price Bid.
20. The exact date and time of opening of price bid of successful tenderers will be intimated later (in case of Public Tender).
21. Tenderers can participate in the said tender opening to know the details on for which, the representative of the firm shall be duly authorized by Competent Authority. Against proper authorization only such representatives shall be allowed to attend the tender opening (only in case of public tender). Tenderer Presence is not mandatory to consider the Quote for evaluation.
22. SDSC SHAR, SRIHARIKOTA reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

#### **4. STANDARD TERMS & CONDITIONS**

1. Tele No.08623-225023/225174/226048  
Fax No.08623-225170/22-5028

e-Mail ID : hps@shar.gov.in, sselvan@shar.gov.in, rajiv\_bv@shar.gov.in

1. Instruction to Indigenous Suppliers:

a) Payment Terms shall be as specified in RFP. If not specifically mentioned Our Normal payment term

is 100% within 30 days after receipt and acceptance of the item at our site. For AMC cases, payment term is on pro-rata basis against completion of AMC.

b) GST/IGST: Please specify GST percentage, if any, in your offer. Please mention HSN code in your offer and IGST @ 5% will be paid as per Notification No. 47/2017 Integrated Tax (Rate) dated 14.11.2017 and Government of Andhra Pradesh Goods and Service Tax Act, 2017 (Act No.16 of 2017), G.O.MS.No.599 Dated:12.12.2017. (IGST concession certificate will be provided along with PO) Our GST No. is. 37AAAGS1366J1Z1.

c) Purchase / Price preference to MSEs

Purchase/Price preference will be applicable to the product reservation admissible to the Micro and Small Enterprises. Purchase/Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs formulated under the Micro, Small and Medium Enterprises Development Act, 2006. The participating MSEs in a tender, quoting price within the band of L-1 + 15% may also be allowed to supply a portion of the requirement by bringing down their price to the L-1 price, in a situation where L-1 price is from someone other than an MSE. Such MSEs may be allowed to supply up to 25% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.

Micro & Small Enterprises which have technical capability to deliver the goods & Services as per prescribed technical & quality specifications and may not be able to meet the qualification criterion relating to prior experience-prior turnover may be relaxed as per guidelines issued by Ministry of MSMEs & as amended from time to time.

Interested vendors shall specifically claim the benefit with supporting documents.

d) Purchase / Price preference to Make-in-India Products:

Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs. 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in-India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority as specified in Office Memorandum no.F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd July 2020. All the conditions mentioned in the above OM is applicable for this tender.

Common terms to Indigenous and foreign suppliers:

### 3.Warranty

You shall provide applicable warranty for the items offered by you without fail. For the applicable period you shall provide necessary warranty certificate.

### 4.Performance Bank Guarantee

Towards the performance of the systems during the warranty period you shall submit a performance bank guarantee equivalent to 3% of the order value to cover the warranty period. This PBG shall be interest free and the same shall be returned to you on successful completion of all contractual obligations. The said PBG shall have a further claim period of 2 months.

### 5.Security Deposit

On acceptance of the order, you shall submit an interest free amount equivalent to 3% of the total contract/order value towards security deposit. This security deposit is collected towards the performance of the Contract. The said Security Deposit shall be submitted either in the form of Bank Guarantee/Demand Draft/FDR receipts duly endorsed in the name of the centre. The Security Deposit will be returned to you on successful completion of the Contractual obligations; failing which it shall be forfeited/adjusted.

6.VALIDITY OF OFFER: - In case of single part tender - the validity of offers/tenders should be 90 days. In case of two part tender - 120 days from the date of opening of Part-I bid and 60 days from the date of opening of Part-II bid. Tenders shorter than offer validity mentioned above will not be considered for evaluation, which may please be noted.

### 7.Liquidated Damages:

If you fail to deliver the ordered items satisfactorily within the time specified or any extension thereof, Liquidated Damage @ 0.5%(zero point five percent) of the order value or part thereof the un-delivered items for each calendar weeks of delay shall be recovered from your bill. However total Liquidated Damage shall not exceed 10% (ten percent) of the order value.

### FORCE MAJEURE:

Should a part or whole work covered under this contract be delayed in delivery/completion of work due to reasons of Force majeure which shall include legal lockouts, strikes, riots, civil commotion, fire, accidents, quarantines, epidemic, acts of God & War, stoppage of deliveries by the Government , freight embargoes etc; the delivery period/completion of work referred to in this Contract shall be extended by a period not in excess of duration of such Force Majeure. The occurrence shall be notified by either party within reasonable time.

8.Offers received through post, courier, fax or email will not be considered.

9. Technical and commercial bid (Part-I) shall not contain any price details. Optional accessories or other price details, if any shall be uploaded in Supporting documents related to Price Bid, to be opened along with Price Bid.

10. SDSC SHAR shall have the right to place part order among the parties for the items for which they are the lowest.

### 11. 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 Bengaluru in the Arbitration and Conciliation Centre Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.

Work under the Contract shall be continued by the 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.

## C. Bid Templates

### C.1 Technical Bid - OPERATION AND MAINTENANCE CONTRACT OF SDSC SHAR GUEST HOUSES LOCATED AT PALLAVARAM AND ADYAR, CHENNAI FOR A PERIOD OF TWO YEARS. TERMS AND CONDITIONS AS PER THE ANNEXURE

#### 1. OPERATION AND MAINTENANCE OF SDSC SHAR GUEST HOUSES LOCATED AT PALLAVARAM AND ADYAR, CHENNAI FOR A PERIOD OF TWO YEARS, EXTENDABLE BY ONE MORE YEAR

**Document : ANNEXURE-TERMS AND CONDITIONS**

#### Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	OPERATION AND MAINTENANCE CONTRACT OF SDSC SHAR GUEST HOUSES LOCATED AT PALLAVARAM AND ADYAR, CHENNAI FOR A PERIOD OF TWO YEARS, EXTENDABLE BY ONE MORE YEAR. TERMS AND CONDITIONS AS PER THE ANNEXURE	AS PER ANNEXURE	Yes / No / Explain		

#### Supporting Documents required from Vendor

1. COMPANY REGISTRATION CERTIFICATE (SELF ATTESTED)
2. FSSAI CERTIFICATE (SELF ATTESTED)
3. MSME CERTIFICATE (IF APPLICABLE)

**4. SOLVENCY CERTIFICATE**

**5. ESI & EPF REGISTRATION CERTIFICATE (SELF ATTESTED)**

**6. GST REGISTRATION CERTIFICATE (SELF ATTESTED)**

**7. EXPERIENCE CERTIFICATES (SELF ATTESTED)**

**8. IT RETURNS LAST 3 YEARS ENDING BY 31-03-2020 (SELF ATTESTED)**

**9. PAN CARD (SELF ATTESTED)**

**10. Please upload duly filled and signed copy as per Annexure-A of RFP**

**11. Please upload duly filled and signed copy as per Annexure-C of RFP**

**12. Please upload duly filled and signed copy as per Annexure-D of RFP**

**13. Please upload duly filled and signed copy as per Annexure-E of RFP**

**14. Please upload duly filled and signed copy as per Annexure-F of RFP**

**15. Please upload duly filled and signed copy as per Annexure-J of RFP**

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	CONTRACTOR SHOULD FULFILL ALL THE CONDITIONS IN THE ANNEXURE-TERMS AND CONDITIONS	Yes / No / Explain	
2	GST/IGST (Please mention percentage clearly in Price Bid. If not indicated, It will be assumed to be inclusive as per prevailing rate and further request for amendment will not be entertained)	Yes / No / Explain	
3	CONTRACT PERIOD/VALIDITY: Please refer to the clause no.1.2 of the Annexure (RFP) and confirm your acceptance.	Yes / No / Explain	
4	DELIVERY TERM: Onsite, Pallavaram and Adyar Guest Houses, Chennai	Yes / No / Explain	
5	PAYMENT TERM: Please refer to the clause no.6.0 of the Annexure (RFP) and confirm your acceptance.	Yes / No / Explain	
6	SECURITY DEPOSIT (SD) : Please refer to the clause no.8.0 of the Annexure (RFP) and confirm your acceptance.	Yes / No / Explain	
7	Please furnish Name and Address of the party to whom Order to be placed along with Contact details i.e. valid E-mail id, Mobile no/ Landline no. etc.	Yes / No / Explain	
8	VALIDITY OF OFFER FOR THIS TWO PART TENDER: 120 days from the date of opening of Part-I bid and 60 days from the date of opening of Part-II bid. Tenders shorter than offer validity mentioned above will not be considered for evaluation.	Yes / No / Explain	
9	PENALTY CLAUSE: In case, Services provided by the contractor is unsatisfactory during any period and any breach of Contract occurs, no payment will be made on that particular service and 5% penalty will be levied on the Bill of contractor for that period. (details as per clause no.15-B of Annexure)	Yes / No / Explain	

10	ARBITRATION : Dispute, If any shall be settled mutually, failing which it shall be referred to a 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.	Yes / No / Explain	
11	FORCE MAJEURE: If at any time during the continuance of the order the performance in whole or part by either party of any obligation under this order shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, lightening, epidemic, quarantine restrictions, strikes, go-slow, lockout or acts of God, notice of which is given either party to the other within 21 days from the date of occurrence thereof, neither party shall be reasons of such eventually be entitled to terminate this order nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.	Yes / No / Explain	
12	NOTE: This is a two part tender. The tenderer should not attach any documents containing Pricing information along with Part-I Techno-commercial Bid, failing to which the offer will be rejected.	Yes / No / Explain	
13	Remarks if any: Detailed price break-up as per Annexure-B, H(a), H(b), H(c) of RFP shall be sent in a sealed cover super scribing "PRICE BREAK-UP DETAILS FOR TENDER NO. SHAR/SCF/202100067001 FOR OPERATION & MAINTENANCE CONTRACT OF SDSC SHAR GUEST HOUSES AT CHENNAI" preferably through Speed Post on or before 25.10.2021 to the following address:  Purchase & Stores Officer SCF Purchase Govt. of India, Dept. of Space SDSC SHAR, Sriharikota - 524 124	Yes / No / Explain	
14	Remarks: Deviations if any shall be mentioned.	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	OPERATION AND MAINTENANCE OF SDSC SHAR GUEST HOUSES LOCATED AT PALLAVARAM AND ADYAR, CHENNAI FOR A PERIOD OF TWO YEARS, EXTENDABLE BY ONE MORE YEAR	2.00 Years		-		