Tender no :LPSC/LVF/2020004662

# LIQUID PROPULSION SYSTEMS CENTRE VALIAMALA THIRUVANANTHAPURAM 695 547

# NOTICE INVITING TENDER

Tender No	Name	Estimated quantity in Hours.
LPSC/LVF/2020004662	Work contract for deploying drivers on contract basis for driving / operating Department vehicles including light, heavy, articulated, fire fighting vehicles and fork lifts for period of two years.	275520 Hours

Sd/-Purchase And Stores Officer

Tender No: LPSC/LVF/2020004662	Dated:	Due Date:

Sub: Work contract for deployingdrivers on contract basis for driving / operating Department vehicles including light vehicles, heavy vehicles, articulated vehicles, fork lift etc.

# **Tender Details**

**LIQUID PROPULSION SYSTEMS CENTRE**, Valiamala, Thiruvananthapuram invites quotations under two part bid basis i.e. Techno Commercial bid and Price bid for the subject job. Interested parties fulfilling eligibility criteria may apply on prescribed Tender as per the following:

SI. No	Annexure	Description
1	Annexure - A	General Terms & Conditions.
2	Annexure - B	Eligibility Criteria & Scope of Work.
3	Annexure - C	Proforma for Techno Commercial bid Part – A .
4	Annexure - D	Proforma for providing details of 05 years' experience as per Eligibility criteria.
6	Annexure - E	Proforma for Price BidPart – B .

Tenderers should submit their bids in the prescribed formats on or before the due date through EGPS.

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# ANNEXURE -A

#### **General Terms & Conditions**

- 1. 'LPSC' as mentioned in the Tender document means "LIQUID PROPULSION SYSTEMS CENTRE, VALIAMALA, THIRUVANANTHAPURAM".
- 2. 'TOMD' as mentioned in the Tender document means "TRANSPORT OPERATION AND MAINTENANCE DIVISION".
- 3. The "Tenderer" or "Service Provider" or "Bidder" or "Contractor" as mentioned in the Tender document, shall mean the one who is participating in the tendering process for deploying drivers for Department vehicles including light vehicles, heavy vehicles, articulated vehicles, fork lift etc.
- **4.** "Contract" means the Service Contract finalized betweenLIQUID PROPULSION SYSTEMS CENTRE and the successful Bidder/Tenderer/Service Provider.

#### 5. Extension of due date.

The last date of submission of tender and due date of opening of Techno Commercial bid(Part-A) can be extended at any time at the sole discretion of LPSC.

#### 6. Amendments to tender.

- a. In case, there is any amendment to this tender at any stage before due date, the same shall be hosted on 'LPSC' website: <a href="www.lpsc.gov.in">www.lpsc.gov.in</a> and <a href="www.isro.gov.in">www.isro.gov.in</a>. No separate intimation shall be sent by 'LPSC' to the Tenderers individually. The Tenderers are, therefore, advised to visit 'LPSC' website regularly till the date of closing of the tender.
- **b.** In case there is change in Scope of work / Requirement / Terms & Conditions after release of the tender but before its due date, the Tenderers who have submitted their responseshall have an option to re-submit their bids, if they choose to do so.

#### 7. Techno Commercial bid:

- a. Tenderers are advised to study the tender documents carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications, nature and character of the work to be carried out, operating conditions and other pertinent matters which may affect the contract and/or the cost. No price shall be mentioned in techno commercial bid and this should be uploaded under Supporting Documents from Vendor.
- **b.** Bids prepared by the tenderer shall contain all requisite information along with self-attested supporting documents as required in Techno Commercial bid-Part `A'.

# 8. Price Bid:

Tenders filled in prescribed forms (Annexure-E) duly signed & stamped and prices should be clearly written / typed both in words and figures without any overwriting. Overwriting, if any, should be counter signed by the Tenderer. In case of any discrepancy, the amount written in words shall be considered as final for the purpose of evaluation of the price bid. This should be uploaded under Supporting Documents from Vendor (Price Bid).

# 9. Rates /Charges

- **a.** The service provider shall quote man hour rate to deploy drivers to LPSC for driving Department vehicles.
- **b.** This man hour rate shall include all aspect of deploying drivers to LPSC for driving Department vehicles.
- **c.** Validity of Rates:The term of contract is for two years and rates agreed to in the Contract shall remain firm for entire contract period including extensions, if any and no request whatsoever for further price escalation on any ground will be entertained during the Contract period.
- d. Inclusions: The rates offered / agreed by the tenderer shall be inclusive of Capital Cost, man power cost, their logistic, medical expenses, accommodation, ID cards, Uniforms, mandatory social security and other benefit conforming to state and Central labour laws and other labor laws, Service Charge/Profit etc.
- e. The GST shall be mentioned separately. The GST will be paid as per prevailing GST rules.
- f. Any change in Govt. Taxes / levies will be applicable on both parties.

#### 10. Pre-bid conference.

LPSC will conduct a pre-bid conference to clarify the terms and conditions of this RFP documents. Interested tenderer or their authorized representative can participate in the pre-bid conference with an authorization letter. The date ,time and place of pre-bid conference is as per instruction to tenderers.

# 11. Opening of Techno Commercial bid:

On the date of opening of Tender, the Techno Commercial bidonly will be opened in EGPS.

#### 12. Rejection of bids (Techno Commercial bid&Price Bid):

The Tenders will be rejected forthwith without evaluation of the tender response on the following grounds:

- **a.** In case both the tender forms Part-A (**Techno Commercial bid**) & Part-B (**Price Bid**) are not uploaded/submitted separately.
- b. If the Techno Commercial bid and/or the Price Bidhave been received by fax or email or by post.
- **c.** If the Techno Commercial bid(Part A) and/or the Price Bid(Part B) have been uploaded unsigned.
- d. Tenders submitted/uploaded without required information and relevant documents.
- e. In case of any variation, in the documents / data submitted by the Tenderer in support of the Techno Commercial bidand in comparison with the original documents during technical evaluation, the Bids of such Tenderer would be summarily rejected / stand disqualified during Technical evaluation of Tender.
- f. Conditional Price bids would not be accepted, and are liable to be rejected.

#### 13. Techno Commercial bidevaluation:

The Techno Commercial bidas opened on due date of the tender shall be evaluated for compliance of 'Eligibility Criteria', acceptance of terms and conditions and undertakings as specified in the Techno Commercial bid. However, 'LPSC' reserves the right to seek and take clarification of any information / documents etc. from the Tenderer as it may consider necessary for the purpose of evaluation of the Techno Commercial bid.

# 14. Opening of Price Bids:

The Price Bids of only those Tenderers who are found technically qualified would be opened for further processing. The date and time of opening of the Price Bids would be intimated in advance to the technically qualified Tenderers only by email.

#### 15. Price Bid evaluation:

- **a.** The Price Bids of all those Tenderers who are qualified in the Techno Commercial bidwill be opened after giving advance Intimation to them. Due to COVID19, please avoid personal participation in opening of tender. On request, we will inform the details.
- **b.** Price Bids should be valid for acceptance by LPSC for a period of 120 days from the date of opening of the Techno Commercial bid.
- **c.** 'LPSC' reserves the right to accept or reject any/or all tenders. During the tender process and evaluation, LPSC reserves the right to reject all bids at any time prior to the award of Contract.

# 16. Queries from the tenderers during Evaluation of Bids:

During the process of the evaluation of bids, no queries shall be entertained from the tenderers with regard to the status of the Techno Commercial bidand Price Bidevaluation.

#### 17. Award of contract:

The award of contract to the successful tenderer shall be subject to fulfillment of Eligibility Criteria, Competitive price and acceptance of the terms & conditions of the tender.

#### 18. Validity of Contract:

The contract shall be valid for 2 years. Extendable for one more year, if required with mutual consent at the same rates, terms and conditions based on the satisfactory performance. However, "LPSC" will have a right to extend the contract for a period of three months beyond its expiry at the same rates, terms and conditions, if so required.

#### 19. Security Deposit (SD):

- **a.** The successful Tenderer, on award of Contract, shall deposit, and continue to maintain a sum equivalent to 10% of contract value as Security Deposit for the contract period plus sixty days.
- b. The security deposit shall be submitted in the form of Demand Draft or Bank Guarantee or fixed deposit receipt(FDR)from any of the Scheduled Banks(In case of FDR, Lien endorsed in the name of Accounts officer LPSC.). Bank Guarantee shall be executed on non-judicial stamp paper as per the prescribed format.
- **c.** The Security Deposit has to be deposited before the commencement of the job but not later than one month of receipt of contract.
- **d.** In case the successful Tenderer fails to furnish the security deposit within the specified date or extended due date, the Purchase Order/Contract shall be cancelled and appropriate penal action may also be considered.
- **e.** In the event of non-execution of the Contract or breach of any terms and conditions of the Contract, the Security Deposit shall be forfeited.
- **f.** Security Deposit shall not bear any interest, and shall be refunded without interest only on successful completion of the awarded work and on fulfilling of all Contractual obligations.

# 20. Acceptance and Execution of contract:

- a. If awarded the contractor has to convey acceptance of Contract within 15 days of receipt of same.
- **b.** If awarded the contractor has to submit the security deposit within one month of receipt of contract.
- **c.** If awarded the contractor should be able to commence the services at any time on acceptance of contract but not later than 30 days from the date of acceptance of contract.
- **d.** In case, the contractor is unable to commence the services within 30 days from the date of acceptance of Contract, he shall intimate `LPSC' for the reasons for the same.
- e. In case, the reasons for delay of commencement of the services are not convincing, 'LPSC' shall have the right to cancel the Contract and shall be free to make alternate arrangement and the SD of such service provider shall be forfeited. Besides this, the successful tenderer will not be considered for any future tenders for a minimum period of 3 years. The decision of LPSC shall be final in this regard.

#### 21. Commencement of service.

The Service Provider shall provide the required service as per the scope of work of the tender. The complete responsibility for providing services as per the terms of the tender will be with the tenderer.

- a. The Contractor shall be solely responsible for the acts and deeds of his personnel deployed by him for the services. 'LPSC' shall not be responsible for violation of any rules/regulations/instructions of the concerned agencies and/or for any loss or damage by Contractor's personnel to 'LPSC' Staff and/or third party and any such loss or damage shall have to be compensated/borne by the service provider.
- **b.** The Service provider shall not changepersonnelfrequentlyso that continuity of work and the quality of services shall not be affected.
- c. Supervision of personnel provided by the Service Provider shall be Service Provider's responsibility.
- d. Verification of antecedents of service provider's personnel will be Service Provider's responsibility.
- **e.** The service provider shall provide Name Badges, Identity card, Uniform etc. to their personnel at their own cost. The Service providershall also ensure that the persons wear the uniform and keep it neat, clean and tidy.
- f. The Service provider shall ensure the quality of services which are performed by its personnel and in case of any complaint the service provider shall have to replace the concerned personnel failing which 'LPSC' shall have the right to refuse entry of any such personnel.
- **g.** The list of drivers to be deployed for LPSC duty, their copy of driving license, and their police verification etc. should be provided to LPSC 7 days before the commencement of services

# 22. Payment

- **a.** Service provider shall submit monthly bills along with the usage details to the concerned within 5working days of the succeeding month.
- **b.** The bill shall be raised by the contractor in favor of Accounts Officer, LPSC and submitted to contact person for arranging payment.
- **c.** The payment will be made only for the certified actual man hours performed on a monthly basis and the same shall be paid within 30days from submission of bills.

- **d.** Income Tax and other taxes if any shall be deducted at source as per prevailing government rules from time to time.
- e. GST as applicable shall be paid extra.
- f. Payment shall be made by RTGS/NEFT to the service provider through PFMS platform.
- g. No advance payment shall be admissible under any circumstances.
- **h.** Supporting documents which should be submitted by the Contractor along with the monthly bills / invoice :
  - 1. Proof of wages made to the staff of the service provider for the preceding month except for the first month.
  - 2. Proof of remittance of both employees and employers contribution towards EPF, ESI for the preceding month (except for the first month) including the statements containing names of the staff deployed, account numbers, contribution paid.
  - **3.** Service provider shall be under complete obligation to provide any other related documents called for by LPSC from time to time.

# 23. Payment of wages to workers:

- **a.** `LPSC' shall not be responsible for the payment of wages and or any other emoluments to the drivers / personnel of the Service provider so deployed. It shall be the sole responsibility of the Service provider to make payment to the said drivers / personnel in time, and the contractor shall at all-time keep `LPSC' indemnified against any claim from its drivers / personnel in this regard.
- **b.** All records, documents under various statutory provisions of monthly wages, attendance etc. shall be maintained by the Service provider and shall be open for inspection by any authorized representative of 'LPSC' / third party authorized by 'LPSC' and Govt. Agencies.

#### 24. Exit Clause / Termination of Contract:

The contract can be terminated under the following circumstances:

- a. `LPSC' may at any time terminate the Contract with immediate effect by giving written notice to the service provider, if they become bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to `LPSC'. In this case no compensation shall be made available to service provider.
- b. In case of unsatisfactory performance or breach of any of the clauses of this contract, 'LPSC' would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which 'LPSC' shall be at liberty to terminate the agreement by providing a 30 days written notice to the party.
- c. If there is a change in the requirement or if the tendered services are no longer required due to change in operational requirements, the contract shall be amended orterminated by 'LPSC' by giving all 90 days written notice. In such event, the service provider shall have no right to claim compensation/damages etc. from LPSC on account of termination. The service provider shall also be at liberty to terminate the contract by providing to 'LPSC' a 90 days written notice. However, the party shall duly comply with their respective obligations during the notice period. The service provider who exercises the option of this exit clause will however not be allowed to

participate in the immediate next tender or 3 years floated for the subject work at the sole discretion of LPSC.

# 25. Compliance with Statutory Provisions:

- a. The service provider shall be responsible for ensuring compliance with provisions related to Labour Laws (Central/State) and specifically Minimum Wages Act, Payment of Wages Act, PF Act, ESI Act, Payment of Bonus Act, Contract Labour (R&A)) Act, Workmen Compensation Act, etc. as applicable from time to time.
- b. The service provider shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any of the provisions of the Labour Laws. The Tenderer shall indemnify LPSC against any claims/cost/damages and penalties in respect of breach of any of the provisions of the Laws in force. The personnel provided by the Service Provider shall be the employee of Service Provider only; hence the compliance of the Laws will be the sole responsibility of the Service Provider.
- **c.** It shall be the responsibility of service provider to comply with all liabilities arising out of any provisions of Labour Acts / Enactments hitherto in force or enacted from time to time during the execution of this agreement.
- d. LPSC shall not be responsible for any injury sustained by service provider's personnel during the performance of their duties and also any damage or compensation due to any dispute between them. Any expenditure incurred by the LPSC to handle any such situation arising out of the conduct of deployed personnel or otherwise shall be deducted from the bills / security deposit of service provider.
- e. The Bidder/Tenderer is required to take Workman Compensation Insurance Policy having adequate Sum Insured (Minimum Rs.5,00,000/-) for each driver deputed to cover any payment under W. C. Act or any other Act and ensure that it will remain in force during the currency of the Contract. Copy of the Insurance Policy for Driver is required to be submitted to the Department.

# 26. Recovery of Sum Due:

Whenever under this contract, any sum of money is recoverable from the service provider; LPSC shall be entitled to recover any due from service provider.

#### 27. Indemnification

The service provider shall indemnify that he shall be solely responsible for the acts and deeds of personnel deployed by him. LPSC will, in no way, be responsible for violation of any rules/regulations/instructions of the concerned agencies and/or for any loss or damage caused by its workmen and any such loss or damage shall have to be compensated/borne by the Tenderer.

#### 28. Compliance of Security regulations:

- a. LPSC, being a High Security area, the Service provider will be required to follow the security requirements of the organization. The Service provider shall ensure that all the safety and security regulations of LPSC are strictly adhered to and complied with by personnel deployed.
- b. Any violation of security regulations and indulging in illegal activities by his personnel will be at the cost/risk of service provider.
- c. The Service provider shall not allow or permit his personnel to participate in any Trade Union activities (or) organized agitation (or) any unlawful activities in LPSC Campus.
- d. The service provider should ensure verification of character and antecedents of his personnel by Police, since LPSC is "a High Security area". Every employee's photograph, copy of Police verification of character and antecedents, and Contractors undertaking are to be furnished to LPSC Transport Department.
- e. The Service provider and his workers shall abide by all Security Instructions of the Department. He/she is not permitted to move in the campus without cause and shall not be permitted to do any work other than the work indicated in the contract. The service provider/his employees shall observe security regulations of the department. Service provider's workers shall be instructed to behave in a good manner in LPSC campus.
- f. The personnel so deployed must be in possession of photo identity cards provided by the service provider under his signatures, company's name and seal.
- g. Any lapse noticed on the part of service provider or service provider employee involvement in theft/pilferage/malpractices, shall be inquired into by Liquid Propulsion Systems Centre /other officials and suitable action including legal proceedings initiated for breach of contractual liability and also it will attract penal provisions of law.

#### 29. Parallel/Adhoc Contract:

LPSC reserves the right to enter into parallel/Adhoc contracts simultaneously with one or more agencies. LPSC reserves the right to increase or decrease number of personnel to be deployed based on the project requirement or exigency.

# 30. Settlement of Disputes:

- a. Interpretation: In the event of any difference in the interpretation of any of the clauses of the Service Agreement and/or the Tender documents, the decision of LPSC shall be final and binding on both parties.
- **b.** Arbitration shall be held in Trivandrum and shall be subject to and governed by the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or reenactment thereof.
- **c.** Disputes, if any shall be referred to the One-Man Arbitrator appointed by the parties by mutual consent in accordance with the rules and procedure of Arbitration and Conciliation Act, 1996 as amended from time to time, whose decision shall be final and binding on both the parties.
- **d.** Jurisdiction: Any disputes arising out of implementation of the contract between LIQUID PROPULSION SYSTEMS CENTRE and Service Provider whatsoever shall be subject to the jurisdiction of Thiruvananthapuram Courts only.

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Tender no :LPSC/LVF/2020004662

# <u>ANNEXURE -B</u> ELIGIBILITY CRITERIAAND SCOPE OF WORK

# 1. SCOPE OF SUPPLY

- **a.** Deploying skilled drivers on contract basis for driving / operating of all type of light, heavy and articulated vehicles including forklift and fire fighting vehicles.
- b. The service provider shall appoint one representative as contract supervisor /coordinator, who shall act as a single point of contact point with Department for the conduct of contract. However department shall not pay any extra amount towards the deployment of supervisor /coordinator.
- c. The service provider shall deploy 40 numbers of drivers (or the proportionate number in case multiple contract) on daily basis to LPSC. However LPSC reserves the right to increase or decrease number of personnel to be deployed based on the project requirement or exigency. The payment shall be restricted to actual number of personnel deployed.
- d. Out of these 40 drivers, 05 drivers shall report LPSC Valiamala for 8 hrs duty from 08.45 to 17.15.
- e. The other 35 drivers shall report for 12 hours duty at different vehicle park as per requirements.

# 2. MANPOWER REQUIREMENT

SI No	Designation	Duty time	Reporting place	No of personnel required
1	Contract supervisor / coordinator	07.00-19.00	Pattom BP, Canalgate IISU Vattiyurkavu, LPSC Valiamala	01Nos
2	Drivers	08.45 – 17.15	LPSC Valiamala	05Nos
3	Drivers	07.00-19.00	Pattom BP, Canalgate IISU Vattiyurkavu, LPSC Valiamala	35Nos

The party shall empanel required number of personnel so as to deploy 40 numbers of drivers as well as 1 contract supervisor / coordinator on daily basis.

# 3. Nature of Work (Drivers)

**a.** Drivers are to be deployed at four vehicle parks at Pattom, Canalgate, IISU Vattiyurkavu and LPSC Valiamala as per the requirement and as per the time schedule.

# b. Providing morning conveyance to LPSC Valiamala:

Driving Light vehicles and heavy vehicles (Bus) on specified routes for the two and fro conveyance to LPSC Valiamala.

# c. Day to day requirements of men and material transportation during office hours:

Driving of heavy and light vehicles within the LPSC Campus, outside the campus, In and around Trivandrum city, Outside Trivandrum city etc. to meet the different requirements of centre.

d. Evening conveyance from LPSC Valiamala to city.

Driving Light vehicles and heavy vehicles (Bus) on specified routes for dropping the employees to their boarding point or residence.

# e. Airport drop and pickup:

Driving of light vehicles to provide conveyance to employees from residence /office to airport or vise versa.

# f. IPRC trips for men and material transportation.

Driving of HV or LV for men and material transportation to IPRC which is located near Nagercoil.

# g. Outstation trip:

All driving duties with more than 150 km in one side or with night halt at outside LPSC premises will be considered as an outstation trip. Drivers deployed may need to drive the vehicle outside the Trivandrum district including out of Kerala State also. The driving norms like distance to be travelled per day, minimum mileage to be maintained, fuel filling and night halt etc. shall be as per Department norm.

#### h. Staff car duty:

Providing vehicle to the official requirement of very senior officials like Director,

Dy.Directors, Controller etc.

# i. Forklift operation:

Operation fork lift within the LPSC campus for material transportations.

# j. Fire fighting vehicle operation:

Driving of water fire tender and operating of fire fighting equipment of LPSC fire station. Necessary training will be provided by LPSC.

#### k. Explosive van / Hazardous material transportation:

The drivers have to drive Explosive van for the transportation of hazardous materials to Variousplaces.

# I. Ambulance duty:

Driving of Department Ambulance and operating of basic lifesaving equipment of Ambulance. Necessary training will be provided by LPSC.

# 4. **ELIGIBILITY OF BIDDERS:**

The prospective Bidder shall have the following eligibility criteria as on date of tender.

- a. The Bidder/Tenderer shall be a registered firm or society.
- **b.** The Bidder/Tenderer should have a minimum experience of five yearsas on 01/01/2020 in the field of providing Drivers on Contract Basis.
- **c.** The Bidder / Tenderer should have provided at least 10Drivers to one or more State/Central Government Departments / organizations / undertakings / corporations for the last two financial years and should have rendered services satisfactorily.
- d. The bidder shall have a cumulative turnover of at least Rs.1.00 Crore (Rupees oneCroreOnly) during the last four financial years. Submit the copy of audited balance sheet along with Profit & Loss Account for the last four financialyears and the certificate from the Auditor certifying the turnover's along the GST return.
- e. The Bidder/Tenderer should be possessing/holding a valid License issued by Central/State

Government/concerned Department of Government of NCT for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act. The successful Bidder/Tenderer would be required to deploy Manpower / Contract Labour as per norms prescribed under the said Act. Attach photo-copy of License.

- f. The Bidder/Tenderer should be registered with EPF Authorities and should have a valid Provident Fund Registration Number under EPF Act issued by EPF Authorities. Attach photocopy of Registration.
- g. The Bidder/Tenderer should be registered with ESI Authorities and should have a valid ESI Registration Number issued by ESI Authorities under ESI Act 1948. Attach photo-copy of Registration.(If any bidderis exempted for ESI registration, please specify the exemption)
- **h.** The Bidder/Tenderer should be registered with GST Authorities and should have avalid GST Registration Number. Attach photo-copy of Registration.
- i. The Tenderer must have PAN and must furnish self-attested copies of Income Tax return for the Financial Years 2016-17, 2017-18 and 2018-19 along with the tender.
- j. The Bidder/Tenderer should furnish List of Clients to whom drivers on Contract Basis are given during the last three financial years i.e. 2016-17, 2017-18 and 2018-19 along with the numbers of persons deputed. Attach Certificates from concerned Clients/Companies.
- k. The Bidder/Tenderer should have on their wage rolls minimum of 10 drivers as on 30/03/2020.
- I. Self Attested Copy(s) of documentary proof as required above must be furnished along with Tender and in case of not furnishing required information and documents with the Tender, the tender shall be liable for rejection. Reply such as "applied for" or "under process" shall not be acceptable under any circumstances.
- **m.** Tenderers fulfilling the above eligibility criteria will only be eligible to participate in the Tender.
- 5. Eligibility of drivers.
- a. Should be an Indian national.
- **b.** Should have well knowledge about the routes in Trivandrum.
- c. Should have an age below 58 years.
- d. Should have valid Indian union license with badge for driving LVM, HGMV &HPMV.
- e. Should have 5 years' experience in driving HGMV / HPMV.
- f. Should be able to read and write English, Hindi & Malayalam.
- **g.** Should be medically fit and have medical fitness certificate from a registered medical practitioner of government hospitals.

# 6. Skill and expertise demonstration

The drivers deputed shall demonstrate their skill in the presence of department representatives. If fails to demonstrate shall replace the personnel.

#### 7. Eligibility of contract supervisor / coordinator:

- a. Should be an Indian national.
- b. Should be a resident Trivandrum and well knowledge about the routes in Trivandrum.
- **c.** Should have an age below 58 years throughout the contract period.
- d. Should be able to read and write English, Hindi & Malayalam.
- e. Should have basic computer knowledge in MS Word and MS Excel.

# 8. Period of Contract

The validity of the rate contract shall be initially for two *year* from the date of award of the rate contract. However, the department shall reserve the right to extend the contract for further period of one more year with same terms and conditions on mutual agreement or short-close the rate contract by giving 90 days prior notice in writing without any financial obligation on either side.

#### 9. Normal Working Hours

The drivers deployed by the service provider are required to report at LPSC Valiamala or Pattombus park or Canal gate bus park or IISU Vattiyurkavu on all working days as per the requirements. The normal working hours of contract drivers shall be two slabs, 07.00-19.00 hrs. and 08.45 – 17.15 hrs. Contract drivers scheduled on 08.45 – 17.15 hrs.slab shall report at LPSC Valiamala. In case of emergency the drivers shall be available to take duty on Saturday, Sunday, holidays and beyond normal working hours.

#### 10. Uniform, liveries:

- **a.** The Service provider shall arrange to issue 02 sets of uniform (Shirts and pants) every year to all of the deputed personnel. The color and quality of the uniform shall be as decided by the Department.
- **b.** Service provider should enforce wearing of clean uniform by his/her contract personnel during working time. No additional payment will be made by the department.
- **c.** Service provider shall issue two soap (One bathing soap & Washing soap) on monthly basis to drivers deployed.
- d. Service provider shall issue on cotton bath towel on yearly basis to drivers deployed.

#### 11. Execution of Contract:

Operation in Charge, TOMD shall inform drivers requirement to the Contract Supervisor / Coordinator, and he shall allot suitable driver for carrying out the duty. He shall be responsible for informing the duty to the driver, ensuring the timely execution of the duty, logging of duty details for monthly bill preparation.

#### 12. Responsibility of Service provider.

- **a.** The Service provider shall depute only Indian Nationals.
- **b.** The Contactor shall make his own arrangements for lodging and medical facilities of his personnel.
- **c.** The Service provider shall make their own arrangement for transportation of his staff for reaching the work spot well in time.
- **d.** IDENTITY CARD: The Service Provider shall issue necessary identity cards to their personnel and instruct to display while on duty.
- **e.** The service provider shall ensure that the drivers deputed to LPSC shall bring valid driving license on all days on duty.
- f. If any of the Vehicles given for duty is damaged due to the negligence or carelessness of the driver, the entire loss thus caused to the department shall be recovered from the service provider.

- **g.** The Service provider is responsible for any damages caused to the Government property by their personnel. The damages, if any, will be recovered from the Security Deposit or from the monthly payment as decided by the Department.
- **h.** In the event of injury to LPSC personnel/Service provider's personnel due to the negligence of Service provider's personnel, the responsibility shall solely rest with the Service provider.
- i. The Department shall not be responsible for any loss of life of the Service provider's personnel caused at LPSC site. LPSC shall not be responsible for loss of life of the service provider's workers due to accidents or any natural calamities etc.
- j. The service provider is required to take Workman Compensation Insurance Policy having adequate Sum (Minimum of Rs.5,00,000/-) Insured for drivers deputed to cover any payment under W. C. Act or any other Act and ensure that it will remain in force during the currency of the Contract. Copy of the Insurance Policy for Driver is required to be submitted to the Department.
- **k.** The employees of service provider shall follow necessary safety precautions scrupulously while performing the duty. The Service provider shall arrange sufficient insurance to cover any claim arising out at the time of discharging the contracted scope of work or for anydamages / losses caused to the personnel while performing the duty. Department will not pay any compensation for whatever cause arising during the period of contract or subsequently.
- I. In case, while on duty and during the course of engagement in the work premises of LPSC under this contract, if any of the Service provider's personnel meet with any injury, indisposition due to accident or other natural calamities, the Service provider shall ensure that immediate and adequate medical aid viz, First-and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail.
- m. The Service provider shall deposit PF and ESI / ECHS contributions (Both Employer and Employees ) of personnel deputed to the designated authorities from time to time and shall submit the copy of the remittance of the preceding month along with bill of the current month. This is to be treated as mandatory requirement.
- n. It shall be ensured that the persons deputed for the work are attending the duties regularly without any compliant.
- **o.** Contractor shall change the driver in unavoidable circumstances, only with the consent of Officer-in-Charge.
- **p.** If any of the drivers is found unacceptable for any reason, the service provider shall be required to post a suitable substitute.
- **q.** During the currency of the contract the service provider shall not engage employees above 60 years under his/her contract.
- r. The service provider shall maintain necessary attendance register and muster roll.
- **s.** The Service provider shall maintain a register regarding distribution of wage to the drivers and same shall be produced to the Identified Officer for verification before 15th of every month.
- t. It is contractor's responsibility to obtain a police clearance certificate with verification of character and antecedents of the driver posted to LPSC. Initially, the entry pass will be provided only for a maximum of 7 days and any further permission for the drivers must be supported with a police clearance certificate.

- **u.** In case of any strike or Bandh, civil commotions and other disturbances, the Contractor shall make earnest efforts for deploying drivers as usual.
- v. The contractor shall follow the rules and regulations of LPSC. Our security personnel (CISF) have the right to inspect the vehicles and the driver at any time during the duty period inside ISRO Campus.
- **w.** All cost and liabilities arising out of any accident or traffic offense are solely the responsibility of the contractor or driver. LPSC officials will not be a party to any dispute arising out of accident or traffic offense.
- **x.** The fine imposed on the Department vehicles, driven by the service provider's driver, due to traffic offences or violation traffic rules shall be paid by the service provider or concerned driver within the prescribed time and receipt of same shall be produced to the officer concerned. LPSC will not reimburse any payment towards this.
- 13. Motor Vehicles accidents and claims:
  - Being a Government of India organization, LPSC is exempted from taking vehicle insurance policy. If an accident occurs to department vehicle driven by contract driver, the following clauses shall be complied as the cases.
- **a.** All motor vehicle accidents(major / minor) happened to the Dept. vehicles driven by the service providers driver, shall be immediately informed to TOMD in writing.
- **b.** Accidents (minor or without MACT Claims) the driver or service provider shall settle the case mutually and mutual settlement agreement shall be submitted to TOMD.
- **c.** Accidents with MACT claim the case against the department vehicle shall be taken care by the department, while the case against the driver shall be taken care by the driver or the service provider. No additional payment shall be payable by department in this regard.
- d. The department will constitute an accident inquiry committee. The contractor can depute their representative in that committee. The committee will examine the accident cases of the drivers supplied by the contractor. If it is found that the cause of accident is due to the negligence of driver, the committee will assess the damage and fix an amount proportional to cost of damage. The contractor is liable to pay the amount recommended by the accident review committee. If the amount is not paid by the contractor the same shall be deducted from the next bill amount or from security deposit of the contractor.
- **e.** It is the responsibility of the contractor to ensure the representation in accident inquiry committee.

# 14. Responsibility of Contract Managers:

- a) Coordinating with operation in charge, TOMD regarding the drivers' requirements.
- b) Preparation of duty schedule for contract drivers as per the requirement.
- c) Informing the duty details to the concerned drivers.
- d) Shall be available round 'o' clock to meet the emergency.
- e) Ensuring the timely reporting and execution of duty by the driver as per the duty schedule.
- n Deploying required drivers on daily basis irrespective of leave or absence.
- **g)** Maintaining attendance register, logging duty details of each driver for monthly bill preparation.

- h) Preparation and submission of duty statement and overtime details of all the drivers on day to day basis to the Operation In-Charge.
- i) Preparation and submission of duty statement and overtime details of each drivers on monthly basis to the Operation In Charge.

# 15. Responsibility of Drivers:

- a) The drivers shall always keep their valid driving license while on duty.
- b) The drivers shall always wear neat and tidy uniform while on duty.
- c) The drivers shall be ready to take duty on round 'o' clock basis to meet the emergency.
- **d)** The drivers shall always keep their Identity Card issued by the service provider and the entry pass issued by LPSC while on duty.
- e) The drivers shall be disciplined, well behaved and punctual.
- f) The drivers shall report at designated place at right time.
- g) The drivers shall carry out initial essential checkup like fuel level, oil levels, tyre pressure, coolant level etc. before the commencement of duty.
- h) The driver shall carry-out daily cleaning of the vehicle provided for driving and maintain the same in a good presentable condition. The cleaning material will be provided by the Department.
- i) The driver shall regularly verify the fuel level with the fuel level indicator as well as fuel filled data from the vehicle log book.
- j) The driver shall refuel the vehicle from department fuel station, whenever the fuel level falls half of the tank capacity.
- **k)** The drivers shall make necessary entry in the vehicle log book and also shall ensure proper the entry by the concerned official using the vehicle.
- 1) The drivers shall upkeep the vehicle and intimate the defects or repair of vehicle if any to the maintenance in charge.
- **m)** If any breakdown occurs during the duty, the same shall be intimated to Operation In Charge / Maintenance In Charge and be available with the vehicle till maintenance team arrives.
- **n)** The behavior of the driver should be polite, cordial, obedient and the driver should not be convicted in any Civil or Criminal Court/Law Agencies.
- o) The driver should bring a base model mobile phone (without camera and memory card provision) with a network connection from any one of the service providers in kerala region. However LPSC will not reimburse any payment towards mobile connection.

#### 16. Responsibility of LPSC

- **a.** The department will verify the suitability of the personnel in all aspects such as qualification, experience, age, medical fitness, etc.
- b. Entry Pass: Necessary entry passes to driver/contractor will be issued to enter into LPSC Campus. The Contractor shall ensure that the drivers shall compulsorily bring proof of identity like voters ID card / Driving License /Aadhar Card, etc. for issue of entry pass for entry into the campus & for security check by CISF personnel.

**c.** In case of an emergency,LPSC shall provide first aid facilities available at the campus and transportation to the nearest hospital for service provider's personnel.

#### 17. General:

- **a.** The Contact person or his authorized representative's instructions have to be strictly adhered to.
- **b.** As the requirement is urgent, for any doubts/clarification regarding the scope of work and other terms and conditions in this RFP, you can contact the purchase and stores officer or his authorized representatives (Ph: 0471-2567317). Any doubts in this RFP have to be cleared before submitting the quotation.

#### 18. PENALTIES:

Penalties as tabled below shall be imposed to the concerned in the following events,

SI. No.	Events		Penalties		
1.	1. Unable to deploy the required number of drivers per day as prescribed in the order		Rs.500/- per day per driver		
2.	Unable to deploy the contract managers per day as prescribed in the order	Rs.1000/	- per day pe	er manager.	
3.	Driver not reporting to the allotted duty	driver ar		e. Termination of the nent of driver if repeated	
4.	Vehicle Driving under the influence of Alcohol or any kind of intoxication.	Termina driver.	tion of the c	driver and replacement of	
5.	Performing duty without proper cleaning of the vehicle by the same driver			ime and an increment of ditional instance.	
6.	Performing duty without driving license in hand.	Will be to	reated as al	bsent.	
7.	7. Performing duty without valid driving license		Termination of the driver and replacement of driver.		
8.	8. Performing duty by the driver without proper Uniform		Rs.100/- for the first time and an increment of Rs.50/- for every additional instance.		
9.	9. Resting in vehicle with AC.		Rs.200/- for the first time and an increment of Rs.50/- for every additional instance.		
	Events	1 <sup>st</sup> Time	2 <sup>nd</sup> Time	3 <sup>rd</sup> Time	
		b	y the same (	driver	
10.	Delayed reporting of the vehicle beyond 10 minutes of the scheduled time.	Rs.150/ -	Rs.300/-	Termination of the driver and replacement of driver.	
11.	Misbehavior with staff / Operation in charge or his representative		Rs.1500/-	Termination of the driver and replacement of driver.	
12.	12. Smoking while driving the vehicle.		Termination of the driver and replacement of driver.		
13.	Over speeding / Rash driving / Traffic violation of the vehicle inside ISRO campus		Rs.200/-	Rs.500/-	
14.	Fuel not filled in time and hindrance in		per instance	е.	

# 19. Allowances

Allowances as tabled below shall be payable extra to the concerned in the following events,

SI. No.	Description	Allowances amount in Rs.
1.	During IPRC trip, the drivers may require to halt at IPRC. If so contract drivers are eligible for a night halt allowance	Rs.250/- per night
2.	All outstation trips other than IPRC, contract drivers are eligible for daily allowances.	Rs.500 /- per day
3.	For all the outstation trips, the drivers shall take the guest house accommodation of Department. If the guest house is not available, the drivers can avail the private accommodation with the prior approval of head TOMD. Reimbursement will be made against the submission of original bill signed by the concerned driver.	Rs.450 /- per day (Maximum)
4.	Night Allowance :If driving duty is extended beyond 20.30hrs, the driver is eligible for night duty allowance,	Rs.75/- per every completed hour is applicable. However the maximum night allowance payable in a day shall be limited to Rs.250/-
5.	Early morning allowance: If the driver is needed to attend the duty before 05.30 am, he is eligible for an early morning duty allowance.	Rs.50/- per every completed 30minutes. However the maximum early morning allowance payable in a day shall be limited Rs.250/-

Note: The Night allowance (Sl.No.4) and early morning allowance (Sl.no.5) shall not be applicable for standby duties and Ambulance duties.

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ANNEXURE -C
Techno Commercial bidForm- Part A

Sr. No.	Description	Details
1.	Name of the Contractor	
2.	Name of the Company / Establishment	
3.	Full Address of Registered Office	
4.	Name of contact person	
5.	Telephone No.	
6.	Mobile No.	
7.	Fax No.	
8.	E-mail <b>ID</b> .	
9.	Full address of working office	
10.	Nature of company (Whether Proprietorship Firm/Partnership firm/Public Ltd. company/ Private Ltd. company/ Corporation/Any other (to be specified)	
11.	MSME Regn. Details if any	

12.	Particulars of statutory registration issued in the name of the tenderer (self-attested copy must be enclosed)	Number	Date of issue	Valid Up to
a)	PAN			
b)	Provident Fund registration			
c)	ESI registration			
d)	GST registration			
13.	Whether The Bidder/Tenderer have a ras on 01/01/2020 in the field of providing	Yes / No		
14.	Whether The tenderer having cumula above during the last four Financial ye and 2018-19	Yes / No		
		2015-16	Rs.	
		2016-17	Rs.	
15.	Turnover for the financial year	2017-18	Rs.	
		2018-19	Rs.	
16.	Whether enclosed self-attested copy of balance sheet and profit and Loss Accounts for the financial years 2015-16, 2016-17, 2017-18 and 2018-19.			Yes / No
17.	Whether enclosed self-attested copy of income tax return of three for the financial years 2016-17,17-18 and 18-19.			Yes / No
18.	Has your company been black listed b		Э.	Yes / No

# 24. Undertaking: (To be agreed & signed by the Tenderer):

- a) It is confirmed that in case Contract is awarded by `LPSC' to the successfultenderer, payment of all statutory obligations especially Minimum Wages/ESI/PF/GSTetc. shall be the responsibility of the Service Provider.
- b) It is confirmed that the Contract for "deploying drivers on contract basis for driving / operating of all type of light, heavy and articulated vehicles including forklift and fire fighting vehicles of LPSC" will be operational within 30 days from the date of acceptance of contract.
- c) It is confirmed that the registrations and licenses under all the applicable local and central taxes, laws and to be specified separately under each applicable tax/law/Act (i.e. GST/Work Contract Act/Provident Fund Act/Income Tax Act/Shop & Establishment Act/ESI Act etc.)shall be produced for verification/checking of LPSC or to a third party authorized by `LPSC' /agencies of Govt. of India.
- d) It is confirmed that the requisite work as per enclosed Scope of work would becommenced and executed to the satisfaction of 'LPSC'.

Tender no :LPSC/LVF/2020004662

- e) It is confirmed that Price Bids submitted are valid for a period of 120 days from the opening of the Techno Commercial bid.
- f) I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, Work scope and Specifications governing the tender.
- g) I hereby confirm that I am authorized to sign the tender document and the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed.

Date	Signature of bidder/authorized signatory
Place	Name of bidder / authorized signatory
	Designation of bidder / authorized signatory with official Seal
	Email Id for correspondence

Tender no :LPSC/LVF/2020004662

# ANNEXURE -D

Details of Contracts in support of 05 year experience in "supply of drivers on contract basis" as on 01.01.2020

SI.	Name of the	Name and address		l of the tract	Value of The contract
No.	contract	of the user	From	То	in Rs.

#### Notes:

- **a.** The Tenderer must have minimum five years experience in "supply of drivers on contract basis" as on 01.01.2020.
- **b.** I have carefully gone through and have understood and hereby agree to abide by the entire General Terms & Conditions, Work scope and Specifications governing the tender.
- **c.** I hereby confirm that I am authorized to sign the tender document and the information given above is true and correct to the best of my knowledge and belief and nothing material is concealed.

Date Place	Signature of bidder/authorized signatory
	Name of bidder / authorized signatory
	Designation of bidder / authorized signatory with official Seal
	Email Id for correspondence

#### <u>ANNEXURE – E</u>

# PRICE BIDPART - B

1.	Name & address of the tenderer			
2.	Name of Contact Person with Contact details including e-mail id			
		FINANCIAL OFFER	R	
3.	Particulars	In figure		In Words
	Man hours rate for deploying drivers on contract basis for a period of two year.			
4	GST or any other taxes if any			

#### 5. Inclusions:

The rates offered / agreed by the tenderer shall be inclusive of Capital Cost, man power cost(Drivers and Contract Mangers), their logistic, medical expenses, accommodation, ID cards ,Uniforms and liveries, mandatory social security and other benefit conforming to state and central labor laws and other labor laws, Service Charge/Profit etc.

#### 6. Exclusions:

The GST, Kerala flood cess, educational cess or any other taxes imposed by the government time to time. (Will be paidas per prevailing rates).

#### 7. Validity of Rates:

Rates agreed to in the Contract shall remain firm for entire contract period including extensions, if any and no request whatsoever for further price escalation on any ground will be entertained during the Contract period.

#### 8. Undertaking:

- We have carefully gone through and have understood the General Terms & Conditions, Work scope and Specifications governing the tender and would abide by the same.
- b) The Price Bidwill be valid for 120 days from the date of opening of Techno Commercial bidPart-A.
- c) I hereby confirm that I am authorized to sign the tender document.
- d) All the pages of the Price Bid(Annexure-E) i.e. Page...... to .... and any overwriting are signed.

Signature of bidder/authorized signatory
Name of bidder / authorized signatory
Designation of bidder / authorized signatory with official Seal
Email Id for correspondence