

GOVERNMENT OF INDIA :: DEPARTMENT OF SPACE  
SATISH DHAWAN SPACE CENTER SHAR :: SRIHARIKOTA – 524 124  
SRI POTTI SREERAMULU.NELLORE DISTRICT (A.P)

**TENDER NOTICE NO. SDSC SHAR/HPS/PT/12/2011-12**

On behalf of President of India, Head Purchase and Stores, SDSC SHAR, SRIHARIKOTA invites sealed quotations for the following:

Sl No	Ref. No.	Description	Qty.	Tender Fee
01	SHSC 2011 00 2321	<b>Planning and execution of mosquito control works in colonies and peripheral areas of colonies at Sriharikota and Sullurupet of SDSC SHAR for a period of two years from 01-04-2012 to 31-03-2014.</b>	1 LOT	₹.220/-

Last Date for issue of tender documents : 08.02.2012  
Due Date for receipt of tender : 08.02.2012 at 15:00 Hours  
Tender Opening Date : 10.02.2012 at 15:30 Hours

**Instructions to Tenderers:**

For full details/scope of work and terms and conditions etc., please see the enclosed annexures.

1. Tender documents can be obtained from Senior Purchase & Stores officer, SCF Purchase, SDSC SHAR, Sriharikota –524 124, Nellore Dist. A.P.
2. Tender Fee shall be paid in the form of CROSSED DEMAND DRAFT ONLY. Any other mode of payment including Banker's Cheque is not ACCEPTABLE. The demand draft should be in favour of Accounts Officer, SDSC-SHAR, Sriharikota drawn on State Bank of India, Sriharikota. The Tender Fee is NON-REFUNDABLE. Your request letter along with Tender Fee (D.D) may be addressed to the Sr. Purchase and Stores Officer as indicated above.
3. Interested tenderers may, at their option, download the tender documents from the ISRO website [www.isro.org](http://www.isro.org) & [www.shar.gov.in](http://www.shar.gov.in) and submit the offers along with the prescribed tender fee in the form of Bank DRAFT as per details given in the tender notification.
4. While requesting for Tender Documents, please superscribe on the cover as "Request for Tender document against Tender Notice No. **SDSC SHAR/PT/12/2011-12**
5. Quotations received after the due date/time will not be considered.
6. While sending sealed quotation/offer, superscribe respective Tender Number and Due Date on the envelope.
7. SDSC-SHAR, Sriharikota is not responsible for any postal delays/loss of documents in transit.
8. Head, Purchase and Stores, SDSC-SHAR, Sriharikota reserves the right to accept or reject any/or all the quotations.

DT:06.02.2012

  
HEAD, PURCHASE AND STORES

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**TENDER FORM**

**FORM NO.P.004**  
FROM:

**TENDER NO. SHSC 2011002321**  
**DUE ON : 08.02.2012 at 15:00 Hours**  
TENDERER'S REF:  
DATE:

TO  
HEAD, PURCHASE & STORES  
SATISH DHAWAN SPACE CENTRE SHAR,  
SRIHARIKOTA – 524 124  
NELLORE DIST. (A.P)

Dear Sir,

I/We hereby offer to **Plan and execute mosquito control works in colonies and peripheral areas of colonies at Sriharikota and Sullurpeta of SDSC SHAR** as detailed below at the price hereunder quoted and agree to hold this offer open till \_\_\_\_\_, I/We shall be bound to **Plan and execute mosquito control works in colonies and peripheral areas of colonies at Sriharikota and Sullurpeta of SDSC SHAR** hereby offered upon the issue of the Purchase Order communicating the acceptance there of before the expiry of the last mentioned date. You are at liberty to accept to **Plan and execute the mosquito control works in colonies and peripheral areas of colonies at Sriharikota and Sullurpeta of SDSC SHAR** tendered for or any portion of any one or more of above **Sanitation Public Health works Contract**. I/We not withstanding that the offer in this tender has not been accepted in whole, shall be bound to provide the **Plan and execute the mosquito control works in colonies and peripheral areas of colonies at Sriharikota and Sullurpeta of SDSC SHAR** to you such portion or portions of one or more of **Sanitation Public Health works Contract** as may be specified in the said Purchase Order communicating the acceptance.

Sl. No.	Description	Qty.	Unit	Rate Rs.	Delivery Period
1.	<b>Planning and execution of mosquito control works in colonies and peripheral areas of colonies at Sriharikota and Sullurpeta of SDSC SHAR for a period of two years from 01.04.2012 to 31.03.2014. Scope of work, terms and conditions are as per Annexures enclosed.</b>	1	LOT		

- A) LAST DATE FOR ISSUE OF TENDER FORMS : 08.02.2012  
B) DUE DATE FOR RECEIPT OF TENDER : 08.02.2012 at 15:00 Hrs  
C) DUE DATE FOR TENDER OPENING : 10.02.2012 at 15:30 Hrs  
(Please furnish the breakup price as per Abstract)

Place at which delivery is required : **SDSC SHAR, SRIHARIKOTA**  
Date by which to **Provide Planning and execution of mosquito control works in colonies and peripheral areas of colonies at Sriharikota and Sullurpeta of SDSC SHAR** are required: **For a period of TWO YEARS.**

I/We have understood the terms of the tender annexed to the invitation to tender and have thoroughly examined the specification(s) and/or pattern quoted or referred to herein and are fully aware of to **Provide Planning and execution of mosquito control works in colonies and peripheral areas of colonies at Sriharikota and Sullurpeta of SDSC SHAR** required and my/our offer is to **Provide for Planning and execution of mosquito control works in colonies and peripheral areas of colonies at Sriharikota and Sullurpeta of SDSC SHAR** strictly in accordance with the requirements subject to the terms and conditions contained in the Purchase Order communicating the acceptance of this tender either in whole or in part.

**SIGNATURE OF THE TENDERER**  
DATE:

(SEAL)



## ABSTRACT OF QUOTATION

Name Of Work: Planning and execution of mosquito control works in colonies and peripheral areas of colonies at Sriharikota and Sullurpeta of SDSC SHAR for a period of two years from 01-04-2012 to 31-03-2014.

SL. No.	Description of work	Quantity	Unit	Unit Rate Rs.	Total Amount Rs.
1	Mosquito anti-larval operations: Larvicidal spray and environmental control works at colonies and peripheral areas of colonies at Sriharikota and Sullurpeta	24 months	ONE MONTH		
2	Mosquito anti-adult operations: Out-door fogging with hand operated thermal fogger for mosquito anti- adult operations at Sriharikota and Sullurpeta	1400 Hours	ONE HOUR		
3	Mosquito anti-adult operations: Indoor- Residual spray for mosquito anti- adult operations at Sriharikota and Sullurpeta	50,000 Sq.Mt	ONE SQ.MT Area		
NOTE:				Total amount Rs	
<p>1. SL. No. 1 is the regular requirement hence total quantities will be utilized</p> <p>2. SL. No. 2 &amp; 3 are not of regular nature hence quantity indicated is tentative and may not be totally executed. Therefore payment is restricted to the actual units executed.</p> <p>3. Details on scope of work, terms and conditions are enclosed.</p> <p>4. Applicable taxes if any shall be indicated in the quotation.</p>					

## Scope Of Work

<p>SL. No</p> <p>Scope Of Work: Planning and execution of mosquito control works in colonies and peripheral areas of colonies at Sriharikota and Sullurpeta of SDSC SHAR for a period of two years from 01-04-2012 to 31-03-2014.</p>	<p>Periodicity</p>
<p>1</p> <p>Mosquito anti-larval operations:</p> <p>a) Larvicidal spraying to be carried out on water stagnant and mosquito breeding sites such as low lying areas/ pits/ ponds / drains /sewage oxidation ponds/ sewage ditches, etc, as a larvicidal measure - (i) in Sriharikota colonies and its peripheral (approximately one kilometer) areas and (ii) in Sullurpeta colonies and its peripheral (approximately hundred meters) areas drains identified by public health officer SDSC SHAR</p> <p>b) Environmental works are to be carried out indoor and outdoor to identify mosquito breeding source detection and reduction. These are as follows:</p> <ul style="list-style-type: none"> <li>o <i>Source detection &amp; reduction:</i> Visiting residential houses backyards and common facilities</li> <li>o <i>Approach pathways:</i> Making of temporary paths to reach water stagnant pits / ponds / doruvus.</li> <li>o <i>Filling pits / ponds:</i> Sand or earth filling of small pits to ensure early drying up of water.</li> <li>o <i>Canalisation:</i> Making temporary canals to streamline the flow of stagnant water.</li> <li>o <i>Weeding:</i> Removing water plants helping mosquito larva growth like pistia, water hyacinth from ponds / doruvus.</li> </ul> <p>c) Except Larvicide chemicals, the contractor shall arrange all requisites like spray equipments and spray men, supervisors, tools (knives, spades etc), safety masks, boots, uniforms, insurance polices to workers, supervisors and conveyance for to his men with materials, etc.</p>	<p>a) <i>Larvicidal spraying:</i> - Weekly once</p> <p>b) Environmental works</p> <p><i>Source detection:</i> - Monthly twice</p> <p>Others: - As per need.</p>

<p>SL. No</p> <p>Scope Of Work: Planning and execution of mosquito control works in colonies and peripheral areas of colonies at Sriharikota and Sullurpeta of SDSC SHAR for a period of two years from 01-04-2012 to 31-03-2014.</p>	<p>Periodicity</p>
<p>2.</p> <p>Mosquito anti-larval operations:</p> <p>Out-door fogging with <u>hand operated thermal fogger</u> for mosquito anti- adult operations at Sriharikota and Sullurpet. Contractor shall arrange all requisites like hand foggers, fuel for fogger, formulations, and operators.</p>	<p>Hand operated thermal fogging is planned as per need or weekly once tentatively during the period September to February.</p>
<p>3.</p> <p>Mosquito anti-larval operations:</p> <p>Indoor- Residual spray to be carried out on wall surfaces of houses and buildings as a measure to kill the resting adult mosquito using insecticide in the spray formulation. Contractor shall arrange all requisites like mosquito insecticide chemicals, spray equipments and spray men.</p>	<p>Focal spraying is planned tentatively as per need to contain diseases spread.</p>
<p>NOTE:</p> <p>1. SL. No. 1 is the regular requirement hence total quantities will be utilized</p> <p>2. SL. No. 2 &amp; 3 are not of regular nature hence quantity indicated is tentative and may not be totally executed. Therefore payment is restricted to the actual units executed.</p>	

## Terms and conditions

1. The services titled 'Planning and execution of mosquito control works in colonies and peripheral areas of colonies at Sriharikota and Sullurpeta of SDSC SHAR is purely a **Service** intended for carrying-out all the works enlisted under the scope of work and at no stage this should be construed as a **Labour contract** and should not give sub-contract for whole or part of the work to any other contractor / subcontractor.
2. The prerequisites of agency (be written as "you" hereafter) to participate in the tender is, (1) you have to visit SHAR to know the work nature and (2) while submitting filled tender papers you should enclose documents/certificate related to (a) Indian Pest Control Agency (IPCA) registered member certificate; (b) Experience Service certificates from firms already worked or now working in mosquito control of similar nature (mosquito breeding source surveying, spraying, fogging) and quantities; (c) resource details of qualified entomologist and experienced supervisors personnel in mosquito control; (d) details on possessing hand thermal foggers and capable personnel for operating and servicing fogging machines.
3. The work scope includes all services arrangements by you except the required Larvicide chemicals which will be provided by SDSC SHAR at free of cost for use. The services includes deployment of working personnel, materials and equipments [mosquito adult insecticides, sprayers, hand thermal foggers], implements, uniforms, insurance policies, safety gadgets (masks, gloves, goggles, gumboots, towels & soaps, etc), identity cards, also other tools required if any and entomologist visits twice in a year in planning and execution of mosquito control and give an entomological report and also to co-ordinate with Vector Control Research Center, Pondicherry in case necessary.
4. You should deploy of 18-50 year age healthy ten workers and two supervisors having prior experience in the mosquito control activities. Supervisors preferred from your firm and the other workers can be from local areas. Employment of child labour is strictly prohibited.
5. Weekly working days are from all Mondays to Saturdays and working hours suggested for antilarval works shall be from 09:00 Hrs to 17:30 Hrs and for other works the timings are as per need and instructions by public health officer. Your supervisors shall report to Public Health Officer and or Public Health staff at 09:00 hrs and review on works. All works have to be done under intimation of Public Health Officer.
6. The annexure 1, 2, 3, also constitute part of tender schedule document. They relate to Suggested schedule on Manpower & Important Equipments /Tools/ consumable materials (Annexure – 1), Weekly Report [Annexure – 2], Additional information on residential and peripheral work areas [Annexure-3].

7. You shall comply with contract labour act rules of Andhra Pradesh state / the statutory regulations stipulated by state/ central regulatory authorities from time to time. All employees should be covered by Insurance policy for the work period. You shall maintain the needed documentations for any verification by such regulatory authorities. This department also may at it's will verify these records for compliance. Any employment liability, compensation disputes, benefits etc., to the laborers engaged by the service agency, arising out of any statutory regulations, is the sole responsibility of the service agency and this Organization (SDSC SHAR) **will not** in any way be liable and take responsibility. You will hold sole responsibility for your employees' conduct at work places, injuries/ illness / deaths at the work place. You shall comply all contract stipulations issued by the Head PGA-II, the Principal Employer, SDSC SHAR.
8. You should submit the document "License to engage contract Labourers" which is mandatory under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 and a copy of it to be submitted to Head PGA-II, the Principal Employer, SDSC SHAR. This is per reference No. SCF/HPGA-II/1.1/2011 dated June 27, 2011.
9. The quality of the services rendered by you will be checked by Public Health Officer / Public Health staff periodically. You shall make good the deficiencies, if any found during such inspections.
10. The consumable materials for dispensation by the contractor under the contract are to be procured in advance of a month and kept in stock. The stock is verifiable by the Public Health staff for adequacy of materials in quantity, quality and date of expiry of insecticides.
11. You should submit monthly bill showing number of units of services done against each work (mosquito anti-larval and anti-adult) along with satisfactory certification of the work by Public Health Officer and through approval of Chief Medical Officer to Accounts Officer (Bill) SCF, SDSC SHAR once in a month for release of payment.
12. Income Tax at source and any other deductions if any as applicable from time to time will be made in the monthly bills. Security deposit at 10% of the monthly bill value will be deducted till the accumulation reaches 10 % of the work order value and amount so deducted will be refunded without interest after satisfactory completion of work period. Any accommodation provided by department will be charged and allotment is subjected to availability and as per terms and conditions of this department.
13. The cost of work shall include minimum wages prevailing in the State/ Central for skilled/semi-skilled/unskilled workers, Principal Employer's contribution and Employee's contribution to EPF, ESI at prescribed rates, Service charges, Service Tax, Conveyance to workforce, transport of items to work sites, Tools & Safety gadgets (Sprayers, Hand thermal foggers, Petrol, Diesel, Insecticides for Fogging & Indoor Residual spraying Uniforms, Gumboots, Masks, Gloves, Soaps, towels, conveyance cycles) as applicable and should follow safety conditions. Miscellaneous: Spades, Knives, Ladle, Gumpna, etc. if any required to be arranged.

14. The contractor shall fix the wages periods in respect of which wages shall be payable.
15. No wage period shall exceed one month.
16. All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance.
17. Wages due to every worker shall be paid to him direct, or to other person authorized by him on his behalf.
18. As far as possible, you shall make payment of wages to your workforce through bank.
19. A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and copy sent by the Contractor to the principal Employer under acknowledgement.
20. Presence of authorized representative of the Principal employer as authorized by the Contract manager shall be ensured at the place and time of disbursement of wages by the Contractor to his workmen, and it shall be the duty of the Contractor to ensure the disbursement of wages in the presence of such authorized representative.
21. The authorized representative of the Principal Employer shall record his signature a certificate at the end of the entries in the Register of the Wages in the form: "**Certified that the amount shown in the Column No.....had been paid to the workmen concerned in my presence on.....at.....**".
22. The Contractor should maintain a register for the execution of work and obtain a certificate for the officer-in-charge of the work/contract everyday/month for having completed the work satisfactorily. You should use reporting formats for weekly plan; source detection house visit; indoors spray area user sign; outdoor fogging area resident sign and your workers attendance report.
23. While rendering bills to Accounts for Payment, the Contractor shall also render documentary evidence with an undertaking of the deposits of Provident Fund/ ESI contributions made by him in respect of the workforce under consideration for payment of wages, failing which, the payment of the bill will be withheld until such compliance.

24. The contractor should maintain a register regarding distribution of wages to the laborers and the same shall be produced to the identified officer for verification before 15<sup>th</sup> of every month.
25. The Contractor shall maintain a Muster Roll and a Register of wages in the prescribed format.
26. The contractor shall obtain the signature of thumb impression of the worker concerned against the entries relating to him on the Register of wages/ Muster Roll, and the entries shall be authenticated by the initials of the Contractor or his authorized representative and shall also be duly certified by the authorized representative of the principal Employer.
27. The contractor shall indemnify and compensate SDSC SHAR, if SDSC SAHR as Principal Employer under the Contract Labour (Regulation & Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the Contractor. In the event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in toto.
28. The workforce deployed in the SDSC SHAR Centre by the Contractor shall remain employees of the Contractor and they will not acquire any claim what so ever for employment in SDSC SHAR Centre or right for regulation as employee of Department. The Contractor and / or worker engaged by the contractor shall not have any right to claim for employment based on the work done through contact.
29. As far as possible, You shall make payment of wages the your workforce through bank.
30. From monthly bill, proportionate amount as a penalty amount as fixed by the work-executing officer, will be deducted from the unit of work rate quoted in case the unit of work is not carried out satisfactorily as detailed in scope of work.
31. The tenure of two years contract period is extendable for one more year after satisfactorily completion of tender period, if found suitable and with out any increase in contact price and terms and conditions. Additional quantities can be included if required on same terms and conditions. The fogging and indoor spray quantities are need based hence total quantities may or may not be fully utilised. In case the services are not satisfactory during the tendered period, the department reserves the right to cancel at any time and in this regard decision of this department SDSC SHAR is final.
32. Arbitration: Disputes if any will be settled mutually. In case of difference, it will be referred to one man arbitrator to be appointed by Director, SDSC SHAR in accordance with Arbitration Conciliation Act 1996 whose decision shall be final and binding on both parties.  
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**Suggested schedule on Manpower & Important Equipments /Tools/ Consumable Materials (Annexure – 1)**

SL No	Name of work	Important Equipments /Tools/ Consumable Materials
1	Mosquito anti-larval operations: Larvicidal spray and environmental control works at colonies and peripheral areas of colonies at Sriharikota and Sullurpeta	<ul style="list-style-type: none"> <li>✓ 12 (10 workers+2 supervisor) manpower</li> <li>✓ 10 Nos. of Knapsack Sprayers</li> <li>✓ To manpower: Uniforms, Gum boots, face masks, gloves, soaps &amp; Insurance policies, cycles, larva ladles, all required in addition to above.</li> </ul>
2	Mosquito anti-adult operations: Outdoor fogging with hand operated thermal fogger for mosquito anti-adult operations at Sriharikota and Sullurpeta	<ul style="list-style-type: none"> <li>✓ Formulations as suggested (a)</li> <li>✓ 2 Hand thermal foggers, petrol for fogger, insecticide and diesel for dilution of insecticide.</li> <li>✓ Safety gadgets</li> </ul>
3	Mosquito anti-adult operations: Indoor-Residual spray for mosquito anti-adult operations at Sriharikota and Sullurpeta	<ul style="list-style-type: none"> <li>✓ Formulations as suggested (b)</li> <li>✓ Sprayers. Insecticide</li> <li>✓ Safety gadgets</li> </ul>
Manpower for SL. No 1,2 & 3.		
<b>Formulations suggested</b>		
Insecticide Specification	Dilution	Areas to be sprayed / fogged
(a) Deltamethrin 1.25% UL V w/v (Say Brand Kingfog 1.25% ULV) or equivalents	50ml / 10 liter diesel.	Fogging 1hectare open area
(b) Cyfluthrin 5% EW w/w (Say Brand Solfac 050 EW) or equivalents	80 ml / 10 liter water. (8ml/1 Liter water) (0.8ml/ 100ml water/1 Sq. Mt)	Spray 10 L on 100 M <sup>2</sup> wall surface (Spray 100ml formulation on 1 Sq. Mt wall surface)
<p>Note: Department on free of cost provides only mosquito larvicidal chemical and all other services -men, materials, equipments, sprayers, hand foggers, adult insecticides, conveyance for workers, transportation of items, safety, etc., any other services not mentioned, of larva and adult control are to be provided by the contractor.</p>		

**Weekly Report (Annexure -2)**

Day	Date	Larvicidal spray area Numbers	Breeding Source Detection, Reduction / house visit area Numbers & result	Approach pathways / Pits filling/ Canalisation/ Deweeding area Numbers	Hand fogging areas & No. of Hour	Indoor Resi Spray areas & No. Of Sq.Mt
Mon						
Tue						
Wed						
Thu						
Fri						
Sat						
Work colony areas and Area code		Area code				
01: PHC-1, PHC-2		07: North baduva low lying areas [17 Kms to burial ground], Chengalpaalem				
02: QCH, THC, Keepakam office hangers		08: Burial ground to hospital				
03: Keepakam paddy field & colony		09: Hospital to CJSF gate -2				
04: O point		10: CJSF gate -II to Kothachenu CJSF camp				
05: Kothachenu & Kilivedu		11: Pinakini nagar, Swarnamukhi nagar				
06: South baduva low lying areas [17Kms to 20 Kms]		12: Pulicat nagar				
Submitted to PHO on Monday of every week.						
SUPERVISOR						

**Additional information on residential colonies and peripheral work areas - Annexure-3**

Sriharikota areas		Sullurpet areas	
Colony	Qtrs. Type	Colony	Qtrs. Type
PHC-1	Single houses and one storied	PCN	Two storied
PHC-2	Single houses, one storied, two storied	SMN	One storied
QCH	Single houses in blocks	PNN	Two storied
THC	Single houses in barracks	-	-

**REGULAR WORK SCOPE AREAS**

**Sriharikota Colonies :** Permanent Housing colonies (PHC-1, PHC-2), Quick Construction Housing (QCH) colony and Temporary Housing Colony (THC). The colonies are located nearby one another; maximum area is 2.5 X 0.5 Kms consisting of quarters and its backyards, open yards, common facilities and office buildings.

**Three labor colonies:** are located around Sriharikota are Sabari Yanadi colony (SYC) and Keepakam labour colony (KLC) at south side of CISF main Gate-I, and Chengalpaalem labour colony (CLC) at north side of CISF main Gate-I. The colonies consisting of huts type of houses.

**Sriharikota peripheral areas:** **North baduva** area is approx. 3.5 Kms length from CISF main gate-I to bridge near burial ground. **South baduva** is approx. 3 Kms length from CISF main gate-I to 20 Kms milestone. **Zero point & Kilivedu** areas are approx. 2 & 2.5 Kms from CISF main Gate-II respectively. The peripheral areas around colonies at SHAR have low-lying areas, pits, ponds, dornuvus, and thorny plants, forest like areas.

**Sullurpet Colonies:** Pulicat nagar (PCN) is located at 3.0 Kms from Railway Over Bridge (ROB), maximum area is 1.0 X 0.35 Kms. Swarnamukhi nagar (SMN) is located at 1.0 Kms from ROB; maximum area is 0.7 X 0.30 Kms. Pinakini nagar (PNN) located at north side to ROB, maximum area 0.5 X 0.30 Kms. All colonies consisting of quarters and its backyards, open yards, common facilities and office buildings.

**NOTE:** Sriharikota Inside Range Facilities: SPP, SPROB, VAST, FLP, SLP, FM, TELEMETRY, ISTRACT. These facility areas located at inside range and long distance from colonies. In these areas not included in the scope of regular the mosquito anti-larval and anti-adult control measures. However, if need arises asper requirement the mosquito anti-larval and anti-adult control measures are to be carried out with the same manpower and department will provide free transportation facility to the required areas.

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GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
INDIAN SPACE RESEARCH ORGANISATION  
**SATISH DHAWAN SPACE CENTRE SHAR**  
(PURCHASE DIVISION)

Telephone : 08623-225174/225127  
Telegram : SPACE SRIHARIKOTA  
Fax : 08623-225170/225028

Sriharikota Range P.O.  
PIN : 524 124  
SPSR Nellore Dist., A.P.

**INVITATION TO TENDER AND INSTRUCTIONS TO  
TENDERERS**

Our Ref:

Date.....

M/s. ....

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.....

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Dear Sirs,

The Head, Purchase & Stores, SDSC SHAR, for and on behalf of the President of India (The Purchaser) invites sealed tenders for the supply of stores detailed in the tender form hereto annexed. The conditions of contract which will govern any contract made are enclosed. if you are a position to quote for the supply in accordance with the stated requirements, please submit your quotation in the attached tender form.

Your tender must reach us on or beofre the due date and time as indicated in the tender schedule.

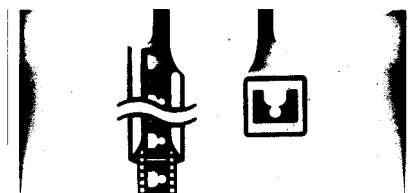
yours faithfully,

Purchase & Stores Officer  
For and on behalf of the President of India  
(The Purchaser)

Form No. P. 003

**IMPORTANT**

**NOTE : YOUR OFFER WILL NOT BE CONSIDERED IF OUR REFERENCE NUMBER  
AND DUE DATE IS NOT MENTIONED ON TOP OF THE COVER.**



## **INSTRUCTIONS TO TENDERERS**

1. Tenders should be sent in sealed envelopes superscribing the relevant tender No. and the due date of opening. Only one tender should be sent in each envelope.
2. Late tenders will not be considered.
3. Sales tax and / or other duties / levies where legally leviable and intended to be claimed should be distinctly shown separately in the tender.
4. As a Government of India Department, this office is exempted from the payment of octroi and similar local levies. Tenders shall ensure that necessary exemption certificates are obtained by them from the Purchase & Stores Officer concerned to avoid any payment of such levies.
5. (a) Your quotation should be valid for 60 days from the date of opening of the tender.  
(b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form relationship between the two sets of units must be furnished.
6. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.
7. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.  
(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 / 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 items offered shall be indicated in your offer. If dimensional details are available the same should also 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 along with the quotations. Test Certificates wherever necessary should be forward along with supplies. 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.
8. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of whole or any part of the tender or portion of the quantity offered and tenderers shall supply the same at the rates quoted.
9. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
10. The tenderer should supply along with his tender the name of his bankers as well as the latest income tax clearance certificate duly countersigned by the income - tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
11. The Purchaser reserves the right to place order on the successful tenderers for additional quantity upto 25% of the quantity offered by them at the rates quoted.
12. The authority of the person signing the tender, if called for, should produced.
13. The purchaser reserves the option to give price preference to the offers from Public Sector Units and or Small Scale Cottage Industries / Units over those from other firms, in accordance with the policies of the Government from time to time.



**TERMS AND CONDITIONS OF CONTRACT**

**1. DEFINITIONS:**

- (a) The term 'Purchaser shall mean the President of India or his successors or assignees.
- (b) The term 'contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the contract.
- (c) The term "Stores Order" shall mean, what Contractor agrees to supply under the contract as specified in the Purchase Order including erection of plants and machinery subsequent testing. should such a condition be included in the Purchase Order.
- (d) The term 'Purchase Order' shall mean, the communication signed on behalf of Purchaser by an officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

**2. PRICES**

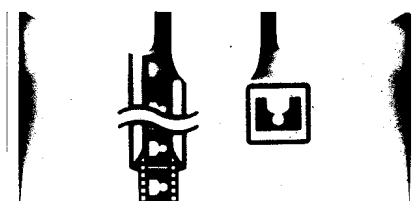
Tenders offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotations with a reasonable ceiling should be submitted. Such offer should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

**3. SECURITY DEPOSIT**

On acceptance of tender, the contractor shall, at the option of the Purchaser and within the period specified by him deposit with his in cash or any other form as the Purchaser may determine. Security deposit not exceeding ten percent of the value of the contract as the Purchaser shall specify. If the contractor is called upon by the Purchaser to deposit "Security" and the contractor fails to provide the security within the period specified, such failure shall constitute a breach of the contract and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores contracted for at the risk of the Contractor in terms of sub Clause (ii) and (iii) of clause 10(b) hereof and / of to recover from the contractor damages arising from such cancellation.

**4. GUARANTEE & REPLACEMENT**

- (a) The contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use arising from faulty stores, design or workmanship, contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any part there or are faulty.
- (c) If in the opinion of the Purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the contractor of the defects is given by the Purchaser in this regard within the said period 14 months from the date of acceptance thereof.
- (d) Should the contractor fail to rectify the defects, the Purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- (e) The decision of the Purchaser, notwithstanding any prior approval or acceptance of inspection thereof on behalf of the Purchaser, as to whether or not the stores supplied by the contractor are defective or any defects has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the contractor.
- (f) To fulfil guarantee conditions outlined in Clause 4(a) to (e) above, the contractor shall, at the option of the Purchaser, furnish a Bank Guarantee (as prescribed by the Purchaser) from a Bank approved by the Purchaser for an amount equivalent to 10% of the value of the contract along with first shipment documents. On the performance and completion of the contract in all respects, the Bank Guarantee will be returned to the contractor without any interest.



- (g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of stores at Purchaser's Site.
- (h) Even while the 12 months guarantee applied to all stores in case where a greater period is called forth by our specifications then such, a specifications shall apply; in such cases the period of 14 months referred to in para 4(b) & (c) shall be the 'asked for' guarantee period plus two months.

**5. PACKING FORWARDING & INSURANCE**

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air, to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expenses of the contractor. The Purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the contractor and the Purchaser shall pay only for such stores as are actually received in good conditions, in accordance with the contract.

**6. DESPATCHES**

The contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt / Lorry Receipt. If sent in any other mode it is at the risk of the contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the contract.

**7. TEST CERTIFICATE**

Whereever required, test certificates should be sent along with the despatch documents.

**8. ACCEPTANCE OF STORES:**

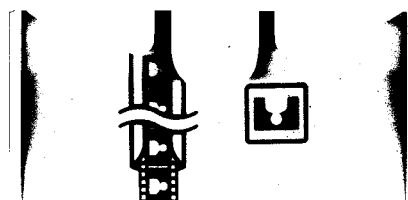
- (a) The stores shall be tendered by the contractor for inspection at such places as many specified by the Purchaser at the contractor's own risk, expenses cost.
- (b) It is expressly agreed that the acceptance of the stores contracted for is subject to final approval by the purchaser, whose decision shall be final.
- (c) If, in the opinion of the purchaser all or any of the stores that do not meet the performance or quality requirements specified in the purchase order, they may be either rejection and the prices to be fixed shall be final and binding on the contractor.
- (d) If the whole or any part of the stores supplied and rejected in accordance with clauses No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the contractor, to purchase in the open market at the expenses of the contractor stores meeting the necessary performance and quality contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

**9. REJECTED STORES:**

Rejected stores will remain at destination at the contractor's risk and responsibility. if instructions for their disposal are not received from the contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representatives has, at his discretion the right to scrap or sell or consign the rejected stores to contractor's address at the contractor's entire risk and expenses; freight being payable by the contractor at actuals.

**10. DELIVERY:**

- (a) The time for and the date of delivery of the stores stipulated in the purchase order shall be deemed to be the essence of the contract, and delivery must be completed on or before the specified dates.
- (b) Should the contractor fail to deliver the stores or any consignment there of within the period prescribed for such delivery, the purchaser shall be entitled at his option either:
  - i) to recover from the contractor as agreed liquidated damages and not by way of penalty, a sum of 5% of the price any stores which the contractor has failed to deliver as aforesaid, for each month or part of a month, during which the delivery of such stores may be in arrears, or
  - ii) to purchase elsewhere without notice to the contractor on the account and at the risk of the contractor, the stores not delivered or others of a similar description (where other exactly complying with the particular are not, in the opinion of the purchaser readily procurable, such opinion being final) without cancelling the contract in respect of the consignment(s) not yet due for delivery, or



- iii) to cancel the contract or a portion thereof, and, if so desired, to purchase or authorise the purchase of stores not so delivered or others of similar description (Where other exactly complying with the particular are not, in the opinion of the purchaser readily procurable, such opinion being final) at the risk and cost of the contractor.

In the event of action being taken under sub-clause (ii) and (iii) of Clause 10 above, the contractor shall be liable for any loss which the Purchaser may sustain on that account, provided that the re-purchase, or, if there is an agreement to re-purchase then such agreement, is made within six months from the date of such failure. But the contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of Purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the Purchaser to recover damages for breach of Contract by the contractor.

**11. EXTENSION OF TIME:**

As soon as it is apparent that contract dates cannot be adhered to, an application shall be sent by the contractor to the purchaser. If failure, on the part of the contractor to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances of the case without prejudice to the Purchaser's rights to recover liquidated damages under Clause 10 hereof.

**12. ERECTION OF PLANT & MACHINERY:**

Where erection of a plant or machinery is the responsibility of the contractor as per the terms of the contract and in case the contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the Purchaser shall have the right to get the erection done through any source of his choice. In such an event, the contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The contractor shall, however, not be entitled to any gain due to such an action by the Purchaser.

**13. PAYMENT:**

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

**14. MODE OF PAYMENT:**

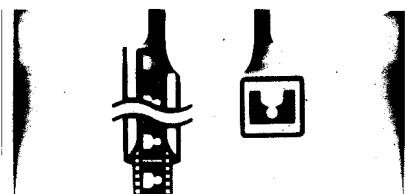
Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

**15. RECOVERY OF SUMS DUE:**

Whenever any claim for the payment of, whether liquidated or not, moneys arises out of or under this contract against the contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the contractor, if a security is taken from the contractor, then the balance or the total sum recoverable, as the case may be or shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other contract with the purchaser, the payment shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the contractor.

**16. INDEMNITY:**

The contractor shall warrant and be deemed to have warranted that all stores supplied, against this contract are free and clean of infringement of any patent, copy right or trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by PATENT. Registration of Trade mark and shall take all risk of accidents of damage which may cause a failure of supply from whatever case arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the contract.



**17. ARBITRATION:**

In the event of any question, dispute of difference arising under these conditions or any conditions contained in the Purchase Order or in connection with this contract, (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to the sole arbitration of the head of the Purchase Office or some other person appointed by him, it will be no objection that the arbitrator is a Government Servent that he had to deal with matter to which the contract relates or that in the course of his duties as Government Servent he had expressed views on all or any of the matters in disputes or difference. The award of the arbitrator shall be final and binding on the parties of this contract.  
It is Term of this contract :-

a) If the arbitrator be the head of the purchase office.

i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in office either to proceed with the reference himself, or to appoint another person as arbitrator, or.

ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Purchase Office to appoint another person as arbitrator: or

b) If the arbitrator be a person appointed by the Head of the Purchase Office in the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Purchase Office either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid, the Arbitration Act, 1940 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The arbitrator shall have the power to the extent with the consent of the Purchaser and the Contractor the time making and publishing the award. The venue of arbitration shall be place as the purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration Proceedings.

c) In case order is concluded on the public Sector Undertakings, the following Arbitration Clause will be applicable.

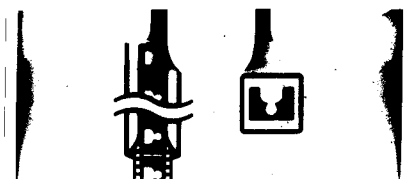
In the event of any dispute or differences relating to the interpretation and application of the provisions of contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India incharge of the Bureau of Public Enterprises. The Arbitration Act, 1940 shall not be applicable to the Arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such Additional Secretary when so authorised by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

**18. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:**

Where counter terms and conditions / printed or cyclostyled conditions have been offered by the supplier the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof obtained.

**19. SECURITY FOR PURCHASER'S MATERIALS:**

Successful tenderer will have to furnish in the form of a bank guarantee or in any other form as called for by the Purchaser towards adequate security for the materials / property provided by the purchaser for the due execution of the contract.



### **ADDITIONAL TERMS & CONDITIONS TO TENDER ENQUIRY**

1. Offers should be sent to the following address in a sealed cover duly superscribing the Tender Enquiry number and due date on the cover. Separate covers should be used for submitting offers against different Tender Enquiries.

Purchase & Stores Officer, Tender Section  
Satish Dhawan Space Centre - SHAR  
Sriharikota - 524 124, Nellore Dt. A.P. India  
Phone No. 91-(0)8623-225023 & 225119  
Fax No. 91-(0)8623-225170

The Tenders received on or before the due date and time including the tenders received by fax on the above fax number will only be considered as valid tenders. **Fax offers in case of two-part tenders will not be considered.**

2. In case the tenderer is not interested to participate in the tender, the tenderer should send a regret letter giving reasons, failing which future enquiries will not be sent.
3. **Excise Duty** - SDSC-SHAR is eligible for **Excise Duty Exemption** under Notification No. 64/95 dated 16.03.1995 as amended by Notification No. 15/2007 dated 01.03.2007 and as amended by Notification No. 07/2008 dated 01.03.2008 and necessary Exemption Certificate will be provided. No claim, whatsoever, for payment of Excise Duty or Cenvat reversal will be allowed later. The suppliers have to take this into account while submitting quotations.
4. **CST** - With effect from 01.04.2007, Form-D has been withdrawn for Inter-State purchases by Government Departments. Now the percentage of CST on the Inter-State sales to Government Departments shall be the percentage of VAT/State Sales Tax as applicable in the State of the Seller/Dealer. Accordingly, the suppliers have to indicate clearly the % of CST applicable against each case in their offers.
5. **Customs Duty** - SDSC-SHAR is eligible for **100% Customs Duty exemption** as per Notification No. 21/2002, as amended by Notification No. 20/2007 dated 01.03.2007 and as amended by Notification No. 21/2008. This may be taken into account while quoting for import items, if any.
6. In case tenderers offering items considering customs duty exemption, they should also indicate the price, separately, with Customs Duty component and terms and conditions thereto.
7. **High Sea Sales** - Against High Sea Sale transactions:
  - a. Offers shall be on all inclusive basis including delivery upto Sriharikota at the risk and cost of the supplier. Customs Clearance is the responsibility of the supplier and at his cost and risk.
  - b. 100% payment will be made within 30 days after receipt and acceptance of the items at our site. However, in exceptional cases based on merits of the case, 100% payment against delivery and satisfactory inspection at our site may be considered.
  - c. Sales Tax is not applicable
  - d. Customs Duty Exemption Certificate and other relevant documents required for Customs clearance will be provided.
  - e. High Sea Sales Agreement furnished by the supplier in accordance with the terms and conditions of our purchase order will be signed and issued by SDSC-SHAR.

8. **SPECIAL CONDITIONS FOR SUBMITTING QUOTATIONS IN FOREIGN CURRENCY BY THE INDIAN AGENTS**

The Tenderer should submit the following documents/information while quoting:-

- a) Foreign Principal's proforma invoice indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.
  - b) Copy of Agency agreement with the Foreign Principal, precise relationship between them and their mutual interest in the business.
9. **Advance Payment** - Wherever advance payment is requested, Bank Guarantee from any Nationalized Bank should be furnished.
  10. **Liquidated Damages** - In all cases, where advance payment is involved and where delivery is critical Liquidated Damages clause will be applicable at 0.5% per week or part thereof subject to a maximum of 10% of total order value.
  11. **Performance Bank Guarantee** - Wherever called for Performance Bank Guarantee for 10% of the order value should be furnished covering the warranty period.
  12. The delivery period mentioned in the tender enquiry, **IF ANY**, is with the stipulation that no credit will be given for earlier deliveries and offers with delivery beyond the period will be treated as unresponsive.
  13. The Department will have the option to consider more than one source of supply and final orders will be given accordingly.
  14. The bidders should note that conditional discounts would not have edge in the evaluation process of tenders.
  15. Non-acceptance of any conditions wherever called for related to Guarantee/ Warranty, Performance Bank Guarantee, Liquidated damages are liable for disqualification.
  16. Wherever installation/ commissioning involved, the guarantee/warranty period should reckon only from the date of installation and commissioning.
  17. The following information/ documents are to be furnished wherever applicable.
    1. Product Literature
    2. Core banking account number of SBI
    3. PAN No. in quotation and invoices
    4. Excise Duty, VAT, Service Tax Registration details.