

## TENDER DOCUMENT

Tender No.CSIR-NAL/Consult/KSPCB/2024

17-01-2024

CSIR-National Aerospace Laboratories invites online tender (E-tender) for “Providing Services to monitor the air, water and noise within the laboratory and to file periodically the returns to Karnataka State Pollution Control Board” as per norms.

National Aerospace Laboratories (NAL), Bengaluru is a constituent unit of Council of Scientific and Industrial Research (CSIR), Ministry of Science and Technology, Government of India is a R & D laboratory and involved in strategic aerospace activities. It has the RED CATEGORY CERTIFICATION & CONSENT OF OPERATION from Karnataka State Pollution Control Board (KSPCB). The laboratory is desirous of requisitioning the services of the accredited laboratory to monitor the air, water and noise within the laboratory and to file periodically to the Pollution Control Board the returns as per the norms fixed by KSPCB.

Tender Fee (Non-refundable)	0 (Zero)	
Earnest Money Deposit (EMD)	Bid Securing Declaration form to be submitted	
Tender Publishing Date	17.01.2024	18:00 hrs
Bid Document Download / Sale Start Date and Time	17.01.2024	18:00 hrs
Bid Document Sale End Date & Time	07.02.2024	10:00 hrs
Clarification through e-portal - Start Date end Time	17.01.2024	18:00 hrs
Clarification through e-portal - End Date end Time	31.01.2024	10:00 hrs
Bid Submission Start Date & Time	17.01.2024	18:00 hrs
Bid Submission End Date & Time	07.02.2024	10:00 hrs
Bid Opening Date & Time	08.02.2024	10:00 hrs

1. Bidders can access tender documents on the website (for searching in the NIC site <https://www.etenders.gov.in>, kindly go to Tender Search option, select tender type and select 'Council of Scientific and Industrial Research', in organisation tab and select NAL-Bengaluru-CSIR in department type. Click on “Search” button to view all CSIR-NAL, Bengaluru tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://www.etenders.gov.in> as per the schedule given.
2. Details of requirements is a Scope of Work (ANNEXURE – I)
3. The Quotations received without 'Bid Securing declaration form' will be summarily rejected.
4. The prospective bidders shall acquaint themselves about the requirements by visiting the laboratory on any working day before submitting their tenders. The prospective bidder may contact Dr J.N.Balaraju, Chief Scientist, CSIR-NAL(Tele – 080 2508 6239/080 2508 6255) for the aforesaid purpose.

## 5. ELIGIBILITY CRITERIA:

- i) The bidder should have relevant license / certificate from concerned statutory authorities to perform the following Scope of Work

Stack Monitoring Parameters: PM, SO <sub>x</sub> , NO <sub>x</sub>
Ambient Air Monitoring (Indoor) Parameters: PM <sub>2.5</sub> , PM <sub>10</sub> , SO <sub>x</sub> , NO <sub>x</sub> , CO, Yeast and Mould
Noise Monitoring: Dba
Ambient Air Quality Testing or National Ambient air Quality System (PM <sub>2.5</sub> ). At Each Station (Outdoor) Parameters as per NAAQS (24 Hrs) a. SO <sub>2</sub> b. Oxide s of Nitrogen as NO <sub>2</sub> c. PM <sub>10</sub> µg/m <sup>3</sup> d. PM <sub>2.5</sub> µg/m <sup>3</sup> e. Lead (Pb) f. Carbon Monoxide g. Ozone (O <sub>3</sub> ) µg/m <sup>3</sup> h. Ammonia (NH <sub>3</sub> ) µg/m <sup>3</sup> i. Benze ne (C <sub>6</sub> H <sub>6</sub> ) µg/m <sup>3</sup> j. Benzo(a) Pyrene (BaP) µg/m <sup>3</sup> k. Arsenic l. Nickle (Ni)
ETP Sample analysis
Waste Oil
Mobilization cost per visit including filing of returns to KSPCB and furnishing the filed copy to the laboratory for records

- ii) Should have at least 03 (Three) Years of experience as on last date of bid submission end date in providing this type of services to monitor the air, water and noise within the laboratory and to file periodically the returns to Karnataka State Pollution Control Board as per norms.

## 6. Documents to be uploaded:

### Packet 1 : (TECHNICAL BID)

- i) Signed scanned Bid securing declaration form  
ii) Scanned copy of Permanent Account Number  
iii) Scanned copy of GST Number  
iv) Scanned copy of audited turn over certificate for previous 3 years  
( 2020-21,2021-22,2022-23)

- v) Scanned copy of Income Tax Returns for previous 3 years  
( 2020-21,2021-22,2022-23)
- vi) Signed scanned scope of work
- vii) Scanned copy of MSE certificate (if any)
- viii) Scanned copy of license / certificate
- ix) Scanned copy of experience / completion report

Note : All the above documents mentioned from (i) to (ix) may be scanned as a single document and uploaded.

**Packet 2 : (FINANCIAL BID)**

- i) Duly filled BoQ

**Notes:**

- Non-submission of any of the above documents shall lead to rejection without seeking any clarification and no further correspondence shall be entertained.
- The technical bid should not contain any price information. If the price quoted is submitted in technical bid the bid will be rejected.
- **CONDITIONAL BIDS WILL BE REJECTED.**
- The bidder shall be totally responsible for uploading of all the documents online as listed above.
- **The tender document does not imply that the CSIR-NAL is bound to select bid(s), and it reserves the right to accept or reject any or all bids, or cancel the tender process, or abandon the procurement of the services, or issue another tender for identical or similar services without assigning any reasons thereof. CSIR-NAL also reserves the right to call off tender Process at any stage without assigning any reason.**

7. Unsolicited / conditional / unsigned bids with less than prescribed validity shall be summarily rejected. The Bidder shall comply the terms and conditions of the tender, failing which, the offer shall be liable for rejection.
8. Only in exceptional circumstances, CSIR-NAL may request the bidder's consent for an extension to the bid validity. The request and the responses thereto shall be made in writing.
9. MSEs which are specified by the Ministry of Micro, Small and Medium Enterprises under MSMED Act 2006 and Public Procurement Policy, 2012 as Manufacturing and Service Enterprises should have registered with NSIC.

The bidders registered under NSIC / MSME are eligible to get the benefits under the Public Procurement Policy for Micro, Small & Medium Enterprises extended by the Govt. of India.

10. The instructions in the tender document are binding on the bidder and submission of the tender shall imply **unconditional acceptance** of all the terms and conditions by the bidder.

11. Amendment to Tender document:

At any time, prior to scheduled date of submission of bids, CSIR-NAL, if it deems appropriate to revise any part of this tender or to issue additional data to clarify and interpretation of provisions of this tender, it may issue addendum / Corrigendum to this tender. Any such addendum / corrigendum shall be deemed to be incorporated by this reference to this tender and binding on the bidders. Addendum /corrigendum will be notified through CPP e- Procurement portal at <https://etenders.gov.in>. In order to provide reasonable time to bidders to take the amendments made by CSIR-NAL into account for preparing their bids, CSIR-NAL may, at its discretion, extend the deadline for the submission of bids suitably.

12. Clarifications of Bid Documents:

- i) Bidder, requiring any clarification of the tender documents may submit their queries, if any, only through provision of CPP Portal at <https://etenders.gov.in> and CSIR-NAL shall not respond to any queries sent through any other means.
- ii) Request for clarifications received from bidders shall be responded by CSIR-NAL till the schedule date and time indicated in the Tender Schedule or as extended thereto by CSIR-NAL.
- iii) Replies to Clarifications by CSIR-NAL will be uploaded through CPP e-Procurement Portal. The bidders are advised to visit the same at <https://etenders.gov.in> regularly.
- iv) Clarifications and other documents, if and when issued by CSIR-NAL, shall be in relation to the tender and hence shall be treated as their extension.
- v) If any document submitted in Technical bid is found to be false or fabricated, the bidder shall be debarred from participating in CSIR-NAL tendering process as per CSIR-NAL regulations.

Director, CSIR-NAL reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.

13. Composition of Bids and General Guidelines for bid process:

Bidders shall submit their bids as per scheduled date & time through CPPP at <https://etenders.gov.in> only. Bidders shall submit the tender along with relevant documents before the deadline as specified in the Tender Schedule of this tender document. The bidder may correct, modify or withdraw his bid after submission but prior to scheduled last date & time of submission. To assist in the examination, evaluation and comparison of bids, CSIR-NAL may, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification /confirmation of compliance and the response shall be through query provision available in CPP e-tendering portal.

**14.** No post bid clarification / confirmation of compliance at the initiative of the bidder, shall be entertained.

**15. Language and Currency:**

The bidder shall quote the rates in English language and in international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. Over writing is not permitted. In case of disparity in figures & words, the rate in words will be considered. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be English. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive bid and are liable to be rejected. If the bidder gives wrong information in his/her tender, CSIR-NAL reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the security deposit.

CSIR-NAL shall evaluate the Bids to determine whether they are complete, the documents have been properly signed and the bids are in order.

**16. Arbitration:**

- (i) In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
- (ii) The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.
- (iii) Subject to the aforesaid provision, the Arbitration and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

**17. Force Majeure:**

Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. It does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for

a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

**18. Bid Evaluation:**

The bidder who quotes lowest and complying to the bid requirement will be awarded the contract.

In case two or more bidders offer same rate, then the bidder having highest turnover by taking average of three years will be considered as L1.

**19. Award of Contract:** The award of contract shall be intimated to the successful bidder by CSIR-NAL through Letter/ e-mail/CPMP.

**20. GOODS & SERVICES TAX (GST) & other taxes:** The taxes will be as per prevailing rates. TDS on GST if any will be deducted as per provisions of the Acts.

**21. Penalties/Liabilities:**

- (i) That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the Director of the Lab in this behalf, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
- (ii) Further in case of major breach of agreement affecting the organization, the Contract may be immediately terminated and Security Deposit shall be forfeited in full.

**22. DEFICIENCY IN SERVICE:**

In case of any deficiency in services by the contractor, the Director, CSIR-NAL shall be at liberty to impose a penalty of 1% up to 10% of total monthly bill as may be deemed fit, by giving an opportunity of being heard in person. The decision of the Director, CSIR-NAL shall be final and binding on the contractor. CSIR-NAL shall have further right to adjust, readjust, or deduct any of the amounts as aforesaid from the payment to be made to the contractor under this contract of out of the security deposits of the contractor.

**23. TERMINATION OF CONTRACT :**

- (i) The contract can be terminated by either party by giving two months' notice. However, if the services of the Agency are not satisfactory, the Director, CSIR-NAL reserves the right to terminate the contract by giving a notice of one month. The agency shall not cease to render the service until CSIR-NAL makes alternate arrangements thereof and informed the contractor accordingly.
- (ii) CSIR-NAL may also give written notice and without compensation to the contractor to terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

- (iii) Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- (iv) The agreement shall be deemed to have been terminated on the expiry of the contract period unless CSIR-NAL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

**SUBLETTING OF CONTRACT:**

Subletting in any form is not permissible.

**ACCIDENT / DAMAGES / CLAIMS / LIABILITIES:**

The Agency shall be solely responsible for all accidents or personal injuries to the manpower deployed by them. However, First Aid Facilities will be provided by the Laboratory.

**CONTRACT AGREEMENT**

All Terms & Conditions of the tender and Award letter placed on successful bidder or any other relevant letter, shall form the part of the agreement to be made with CSIR-NAL.

The contract agreement shall be executed on a non-judicial Stamp Paper of value ₹200/- as per CSIR-NAL format prior to commencement of contract and cost of the same shall be borne by the Contractor.

Controller of Administration

**BID-SECURING DECLARATION FORM**

Date: \_\_\_\_\_

Bid No. \_\_\_\_\_

**To (insert complete name and address of the purchaser)**

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a)	have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
(b)	having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
	(i) fail or refuse to execute the contract, if required, or
	(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_(insert date of signing)

Corporate Seal (where appropriate)

Note:

1. In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.
2. Bid Security declaration must be signed in by the Proprietor/CEO/MD or equivalent level of Officer of the company.