



**TENDER DOCUMENT**

**FOR**

**PROCUREMENT OF INSURANCE COVERAGE TO COVER ALL RISKS OF CSIR-NAL  
14 SEAT LIGHT TRANSPORT AIRCRAFT SARAS**

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**COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH  
NATIONAL AEROSPACE LABORATORIES  
PB NO.1779, HAL AIRPORT ROAD, BENGALURU – 560017  
KARNATAKA-INDIA**



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**Invitation for Bids / Notice Inviting E-Tender**

CSIR- National Aerospace Laboratories (NAL), Bengaluru, India is one of the premier laboratories under Council of Scientific and Industrial Research, an autonomous body under Department of Scientific and Industrial Research (Government of India), New Delhi. CSIR-NAL is a Science and Knowledge based Research, Development and Consulting Organization. It is internationally known for its excellence in Scientific Research in Aerospace Engineering.

The Director, CSIR-NAL would like to outsource following Services for Institute's day-to-day activities by inviting offers / bids. The required Scope of work is given in Chapter 3 appended herewith.

Sr. No.	Tender No.	Brief Description of item(s)	Single / Two Bid
1	NAL/PUR/CAD/042/18-Z	Insurance coverage to cover all risks of CSIR-NAL 14-seat light Transport Aircraft SARAS PTIN Prototype including Third Party Risk	Two
2		Aviation Personal Accident Insurance Coverage for Crew members	

- E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender Central Public Procurement Portal (CPPP) of Government of India, <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-NAL Website, [www.nal.res.in](http://www.nal.res.in). **The submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in>. Bids will not be accepted in any other form.**
- The address for submission of EMD/Bid Security and for obtaining further information:  
Stores & Purchase Officer  
Purchase Section  
CSIR- National Aerospace Laboratories  
PB No.1779, HAL Airport Road, Kodihalli, Bengaluru – 560017  
Karnataka-India  
Tel # : 080 25086040/6041/6044  
Fax # : 080 2526911  
Email : purchasek@nal.res.in, [mkala@nal.res.in](mailto:mkala@nal.res.in)
- The prospective bidders should adhere to deadlines specified in Tender Details Screen corresponding to this Tender on E-Tender portal <https://etenders.gov.in> and CSIR-NAL's website [www.nal.res.in](http://www.nal.res.in).
- A Pre-Bid Conference will be held on schedule mentioned below. All prospective bidders are requested to kindly submit their queries to the address indicated above so as to reach the Stores & Purchase Officer at least one day before Pre-Bid Conference.

	Date	Time in hours (IST)	Venue
Pre-Bid Conference	NOT APPLICABLE		

- The Bid prepared by the Bidder shall include the following: -

Bid Security (BS) / Earnest Money Deposit (EMD)	
Rs.2,50,000/-	[Rupees Two Lakh Fifty Thousand Only]

b)	<p>The Bid Security/Earnest Money Deposit shall be deposited through Bank Guarantee/Demand Draft drawn in favour of <b>“The Director, National Aerospace Laboratories, Bengaluru”</b>.</p> <p>The original Bid Security/EMD must be delivered to address mentioned in Sr.No.2 above on or before bid submission date and time as mentioned in “Date Sheet” failing which the bid shall be summarily rejected.</p> <p>For further details, refer Clause No. <b>1.14</b> of Tender document.</p>
c)	Form as specified in Chapter No.5

6. The Schedule for Submission of Bids and Opening of Bids is as follows: -

Date & Time of Submission of Bid		Date and Time of Opening of Bid (Part-I – Technical Bid Only)	
Date	Time (IST)	Date	Time (IST)
<b>6-June-2018</b>	<b>10:00 Hrs</b>	<b>7-June-2018</b>	<b>11:00 Hrs</b>

7. The Director, CSIR-National Aerospace Laboratories (NAL), Bengaluru, India reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there for.

**General Instructions to Bidders:-**

- (a) Tender Documents May be downloaded from Central Public Procurement Portal <https://www.etenders.gov.in> / [www.nal.res.in](http://www.nal.res.in) Aspiring Bidders who have not enrolled/ registered in e-procurement should enroll/ register before participating through the website <https://www.etenders.gov.in> / [www.nal.res.in](http://www.nal.res.in). The portal enrolment is free of cost. Bidders are advised to go through instructions provided at ‘Instructions for online Bid Submission’.
- (b) Tenderers can access tender documents on the website (For searching in the NIC site <https://www.etenders.gov.in> / [www.nal.res.in](http://www.nal.res.in), kindly go to Tender Search option, select tender type and select ‘ Council of Scientific and Industrial Research’ in organization tab and select NAL-Bengaluru-CSIR’ in department type Thereafter, 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> / [www.nal.res.in](http://www.nal.res.in) as per the schedule given in the next page.

**SCHEDULE CUM CRITICAL DATE SHEET**

1	Name of Organization	CSIR-National Aerospace Laboratories, Bengaluru
2	Tender Reference No	NAL/PUR/CAD/042/18-Z
3	Tender Type (Open/Limited/EOI/Auction/Single)	Open
4	Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/Sell)	Service
5	No of Covers (One/Two/Three/Four)	
6	Tender Category (Services/Goods/Works)	Services
7	Allow Resubmission (Only in online mode within scheduled period)	Yes
8	Allow Withdrawal (Only in online mode within scheduled period)	Yes
9	Allow Offline Submission	<b>No</b>
10	Type/Form of Contract (Work/Supply/Auction/Service/ Buy/Empanelment/Sell)	Services
11	Services Title	Insurance Coverage
12	Sservices Description	Procurement of Insurance Coverage to cover all risks of CSIR-NAL 14 Seat Light Transport Aircraft SARAS  Details as per Chapter-3
13	Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Insurance coverage
14	Is Multi Currency Allowed	NOT APPLICABLE
15	a) Tender Publishing Date & Time	16-May-2018, 18:00 Hrs
	b) Document Download Start Date & Time	16-May-2018, 18:00 Hrs
	c) Seek Clarification Start Date & Time	16-May-2018, 18:00 Hrs
	d) Seek Clarification End Date & Time	4-June-2018, 16:30 Hrs
	e) Pre-Bid Conference Date & Time	Not Applicable
	f) Bid Submission Start Date & Time	16-May-2018, 18:00 Hrs
	g) Bid Submission End Date & Time	6-June-2018, 10:00 Hrs
	h) Bid Opening Date & Time	<b>7-June-2018, 11:00 Hrs</b>
16	Bid Validity Days	90 days from the date of Opening of the Bid
17	Address for communication	CSIR- National Aerospace Laboratories HAL Airport Road, Kodihalli, Bengaluru - 560017 Karnataka-India
18	Inviting Officer	The Director, CSIR-NAL
19	Contact No	25086040, 25086041, 25086044
20	E-mail Address	<a href="mailto:purchasek@nal.res.in">purchasek@nal.res.in</a> , <a href="mailto:spo@nal.res.in">spo@nal.res.in</a> , <a href="mailto:mkala@nal.res.in">mkala@nal.res.in</a>
21	Details specification of the Services	Refer Chapter-3

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## A. Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

### 1.1 Eligible Bidders

1.1.1. This Invitation for Bids is open to all eligible Bidders providing Insurance Coverage as given in Scope of Services (Chapter-3).

1.1.2. Bidders who fulfil the Eligibility Criteria will be considered for Technical Evaluation of bids.

### 1.2 Cost of Bidding

1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### 1.3 Fraud and corruption

1.3.1. The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

1.3.2. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

## B. The Bidding Documents

### 1.4 Cost of Bidding Documents

1.4.1 The bidding documents are to be **downloaded Free of Cost** from CPPP Website <https://etenders.gov.in> or CSIR-NAL's website [www.nal.res.in](http://www.nal.res.in).

### 1.5 Content of Bidding Documents

1.5.1 The Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into **Five Chapters**.

1.5.2 The Bidder is expected to examine all instructions, forms, terms, and scope of services in the bidding documents.

1.5.3 Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

## **1.6 Clarification of bidding documents**

### **1.6.1 In case when there is NO PRE-BID CONFERENCE**

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing through e-mail to any request for clarification, provided that such request is received not later than ten (10) days prior to the due date for submission of bids. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **Clause 1.7** relating to amendment of bidding documents and **Clause 1.18** relating to Due date for Submission of Bids. The clarification and amendments issued would be hosted on the CPPP website <https://etenders.gov.in> and CSIR NAL's website [www.nal.res.in](http://www.nal.res.in) of the purchaser for the benefit of the prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.

### **1.6.2 In case when there is PRE-BID CONFERENCE**

- a) A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the Invitation for Bids / NIT which would be deliberated as per **Clause 1.6.2 (b)** of Instructions to the Bidders. No request for clarification or query shall be normally entertained after the **Pre-Bid Conference**. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **Clause 1.7** relating to amendment of Bidding Documents and **Clause 1.18** relating to Due Date for Submission of Bids. The clarifications and amendments issued would also be hosted on the CPPP website <https://etenders.gov.in> and CSIR-NAL website [www.nal.res.in](http://www.nal.res.in) of the Purchaser for the benefit of the other prospective bidders.
- b) A Pre-bid Conference shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate CSIR-NAL for proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach CSIR-NAL as indicated in Invitation to Bid. Queries may be sent by email to [purchasak@nal.res.in](mailto:purchasak@nal.res.in)/[spo@nal.res.in](mailto:spo@nal.res.in). CSIR-NAL shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on CPPP website <https://etenders.gov.in> and CSIR-NAL website [www.nal.res.in](http://www.nal.res.in) for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the CPPP website <https://etenders.gov.in> and CSIR-NAL website [www.nal.res.in](http://www.nal.res.in) after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the bidding document.
- c) Any statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is made part of clarification proceeding of Pre-Bid Conference.

## **1.7 Amendment to Bidding Documents**

- 1.7.1 At any time prior to the due date for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 1.7.2 All prospective bidders who have down loaded the Tender Document should surf CPPP website <https://etenders.gov.in> and CSIR-NAL website [www.nal.res.in](http://www.nal.res.in) from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the CPPP website <https://etenders.gov.in> and CSIR-NAL website [www.nal.res.in](http://www.nal.res.in). All prospective bidders are expected to surf the CPPP website <https://etenders.gov.in> and CSIR-NAL website [www.nal.res.in](http://www.nal.res.in) before formulating and submitting their bids to take cognizance of the amendments.
- 1.7.3 In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the CPPP website <https://etenders.gov.in> and CSIR-NAL website [www.nal.res.in](http://www.nal.res.in) of the purchaser.

### C. Preparation of bids

#### 1.8. Language of Bid

- 1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical. However, if GOI makes it mandatory under Rajbhasha Abhiyan, in that case views of Rajbhasha unit of CSIR may be sought.
- 1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

#### 1.9. Documents Comprising the E-Bid

- 1.9.1 The E-bid shall comprise of the following documents as per the requirement of the Tender Document. The documents should be scanned and **uploaded in PDF format**.

Sr. No.	Document Required	Reference Clause & Forms of tender document
1	Bid Security / EMD for amount specified in NIT	ITB Cl.1.14 – Annexure A
2	Bidder Information Form	Chapter 5 - Annexure-B
3	Bid Form	Chapter 5 – Annexure-C
4	Deviation Statement	Chapter 5 – Annexure-D
5	Service Support Details	Chapter 5 – Annexure-E
6	Certificate of Incorporation	Chapter 4, Cl. 4.1(a)
7	Eligibility Certificate	Chapter 4, Cl. 4.1(c) - Annexure-F
8	Self-Certificate: Non-Black Listing	Chapter 4, Cl. 4.1(d) - Annexure-G
9	No Relation Certificate	Chapter 4, Cl. 4.1(e) - Annexure-H
10	Creditworthy Report (if applicable)	Chapter 4, Cl. 4.2
11	Scope of Service	Chapter 3
12	Price Schedule Form (s)	Chapter 5 – Annexure-K

The documents comprising bid should be submitted in the **above sequence in orderly manner**. **Bid is Single Bid or Two Bid is specified in NIT.**

#### 1.9.1 Documents comprising Single Bid

All the above documents should be submitted in Single E-Bid.

#### 1.9.2 Documents comprising Two Bid (Techno-Commercial Unpriced Bid /Technical Bid & Price Bid)

(a)	<b>Technical Bid</b>	should comprise of documents listed from Sr.No.1 to 11 and Bid Form & Price Schedule Form <b>without mentioning</b> prices and discount
(b)	<b>Price Bid</b>	(i) should comprise of Bid Form & Price Schedule Form by <b>mentioning</b> prices and discount  (ii) Price Bid submitted in any other format will be summarily rejected

#### 1.10 Bid form

- 1.10.1 The bidder shall complete the Bid Form as given in **Chapter- 5** furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form shall be submitted in accordance with the bidding documents.

#### 1.11 Bid Prices

- 1.11.1 The Bidder shall indicate on the appropriate Price Schedule Form, the unit prices and total bid prices of the Services.
- 1.11.2 **Taxes:** If there is no explicit mention about taxes in your offer, then quoted price will be **deemed inclusive** of all such taxes and no other charges except those mentioned clearly in the quotation will be paid.
- 1.11.3 Rates should be quoted FOR at CSIR-NAL, Bengaluru.



1.11.4 Except for the statutory charges and levies, prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected summarily.

1.11.5 All payments due under the contract shall be paid after deduction of statutory levies at source, wherever applicable.

## 1.12 **Bid Currencies**

1.12.1 Prices shall be quoted in Indian Rupees.

## 1.13 **Documents Establishing Bidder's Eligibility and qualifications**

1.13.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.13.2 The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that:

(a)	The bidder meets the qualification criteria listed in bidding documents, if any.
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1.13.3 Conditional tenders / offers shall **not** be accepted.

## 1.14 **Bid Security (BS) / Earnest Money Deposit (EMD)**

1.14.1 E-Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee as per format given in Chapter-5: **Annexure A**. No interest is payable on BS/EMD

1.14.2 The Bidder shall furnish, as part of its bid in one of the following forms at the Bidder's option:

(a)	A Bank Guarantee (BG) issued by a <b>Nationalized bank</b> in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid
(b)	A Bankers cheque or Demand Draft or TDR in favour of " <b>Director, National Aerospace Laboratories</b> " issued by any <b>Nationalized Bank</b>

1.14.3 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.

1.14.4 The bid security should be submitted in its original form to the address:

STORES & PURCHASE OFFICER,  
CSIR-NATIONAL AEROSPACE LABORATORIES  
PB NO.1779, HAL AIRPORT ROAD, KODIHALLI,  
BENGALURU - 560 0 17  
KARNATAKA-INDIA

Scanned Copy of Demand Draft/Bank Guarantee towards bid security should be uploaded along with the E-bid.

1.14.5 **Bid security / EMD is the mandatory requirement and exemption is applicable to the firms registered with MSME only for the Services of the tendered services.**

1.14.6 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the **ITB clause 1.14.10** are invoked.

1.14.7 The Bid Security of unsuccessful bidder will be discharged / returned as promptly as possible but positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.

1.14.8 The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Banker's Cheque.

1.14.9 The receipt of Bid security before time and date of submission of bid is mandatory requirement. The bid is liable to be rejected if the bid security is not received within stipulated time.

1.14.10 The bid security may be forfeited:

(a)	If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form;	<b>OR</b>
(b)	In case of successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order.	

1.14.11 Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

### **1.15 Period of Validity of Bids**

1.15.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

1.15.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.15.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

### **1.16 Format and Signing of Bid**

1.16.1 The bids may be submitted as Single-bid or Two-bid as specified in the Invitation for Bids / NIT.

1.16.2 In case the bids are invited on single bid basis, then the Bidder shall submit E-bid comprising all documents listed under clause 1.9 relating to documents comprising the bid.

1.16.3 In case the bids are invited on two-bid system, the Bidder shall submit E-bid in two separate parts.

(a)	First Part	shall contain Techno-Commercial Bid/Technical Bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting Bid form and Price Schedule Form
(b)	Second Part	shall contain the Price-Bid comprising Bid Form and Price Schedule form.

1.16.4 The scanned copies of the E-bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

1.16.5 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

## **D. Submission of E-Bids**

### **1.17 Submission of E-Bids**

1.17.1 Bids shall be submitted online only at CPPP website <https://etenders.gov.in> and CSIR NAL's website [www.nal.res.in](http://www.nal.res.in). Manual/ Offline bids shall not be accepted under any circumstances.

1.17.2 The Bidder shall download the Tender Enquiry Document directly from the website <https://etenders.gov.in> / [www.nal.res.in](http://www.nal.res.in) and shall not tamper/modify it in any manner. In case if the

same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.

- 1.17.3 The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.
- 1.17.4 Bidders are advised to go through “**Bidder Manual Kit**”, “**System Settings**” & “**FAQ**” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of Bids.
- 1.17.5 Bidders are advised to visit CPPP website <https://etenders.gov.in> and CSIR-NAL’s website [www.nal.res.in](http://www.nal.res.in) regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- 1.17.6 Intending bidders are advised to visit CPPP website <https://etenders.gov.in> and CSIR-NAL’s website [www.nal.res.in](http://www.nal.res.in) regularly till closing date of submission of bid, for any corrigendum.
- 1.17.7 The Bid Security/Earnest Money Deposit shall be deposited through Bank Guarantee / Demand Draft drawn in favour of “The Director, National Aerospace Laboratories, Bengaluru”. The original Bid Security/EMD must be delivered at address mentioned in the Special Conditions of the Contract (SCC) till bid submission date and time as mentioned in “Date Sheet” failing which the bid shall be summarily rejected.
- 1.17.8 Purchaser shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.

#### **1.18 Due date for Submission of E-Bids**

- 1.18.1 EMD/BS must be received by the Purchaser at the address specified in NIT not later than the time and date specified in NIT.
- 1.18.2 Bidders are advised to upload and submit their E-bids timely within due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.
- 1.18.3 The Purchaser may, at its discretion, extend the due date for submission of E-bids by amending the tender documents in accordance with Clause relating to Amendment of Bidding Documents in which case rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.

#### **1.19 Late Submission of EMD**

- 1.19.1 Any bid security/EMD received by the Purchaser after the due date for submission of bids prescribed by the Purchaser is liable to be rejected.
- 1.19.2 Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

#### **1.20 Withdrawal, substitution and Modification of Bids**

- 1.20.1 The bidder may withdraw, correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.
- 1.20.2 The bidder is not allowed to modify or withdraw bid after due date for submission of bids.

## E. Opening and Evaluation of E-Bids

### **1.21 Opening of E-Bids by the Purchaser**

- 1.21.1 The E-bids shall be opened online by authorised officials of the Purchaser as per schedule given in Date Sheet.
- 1.21.2 In case, the day of bid opening is declared a holiday by the government, the E-bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
- 1.21.3 Since, E-bid is an online process; the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and CSIR-NAL will not be responsible for the same.
- 1.21.4 On opening of bids online, accepting the bid will not mean that the firm is technically or financially qualified.

### **1.22. Confidentiality**

- 1.22.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract.
- 1.22.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

### **1.23 Clarification of Bids**

- 1.23.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for any clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser.
- 1.22.2 Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered. However, no post Bid clarifications at the initiative of the Bidder shall be entertained.

### **1.24 Preliminary Examination**

- 1.24.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.9** have been provided, and to determine the completeness of each document submitted.
- 1.24.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- 1.24.3 Bidding is a serious process. CSIR-NAL expect Bidders to read through the Bid document carefully. All the Bids received will first be scrutinized to verify whether the tenders meet the basic requirements as incorporated in this Bid Document. The bids which do not meet the basic requirements will be treated as **non-responsive and ignored WITHOUT giving any opportunity for clarifications or rectification of errors etc.** The following are some of the points for which a tender will be declared as un-responsive and ignored during the initial scrutiny.

Sr. No.	Documents
a)	The Bid is un-signed.
b)	The Bidder is not eligible
c)	The requisite EMD is not furnished or the bid validity is shorter than the required period.
d)	The Bidder has not agreed to give the required performance security.
e)	The bidder has not quoted for the entire requirement as indicated in the bid document

f)	The bidder has not agreed to some essential conditions incorporated in the bid document.
g)	If there is inconsistency between the Techno-Commercial Bid and Price Bid information / details.
h)	If the bidder has suppressed any material information / fact having relevance to the submitted bid or bidder performance
i)	<b>OTHER POINTS OF SUMMARY REJECTION ARE ALSO MENTIONED IN THIS CHAPTER AND UNDER ELIGIBILITY CONDITIONS</b>

1.24.4 Bid Form and Price Schedule Form, in accordance with **ITB Clause 1.10 & 1.11**. In case of two-bid system these forms shall be examined after opening of the Price Bids of the technically qualified bidders.

**1.25 Responsiveness of Bids**

1.25.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

(a)	affects in any substantial way the scope and Related Services specified in the Tender;	<b>OR</b>
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Proposed Contract;	<b>OR</b>
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.	

1.25.2 The Purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.25.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

**1.26. Non-Conformity, Error and Omission**

1.26.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

1.26.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.26.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a)	if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;	
(b)	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and	
(c)	if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.	

1.26.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

**1.27 Examination of Terms & Conditions, Technical Evaluation**

- 1.27.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 1.27.2 The Purchaser shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Chapter 3 of the Bidding Documents have been met without any material deviation or reservation.
- 1.27.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.25**, it shall reject the Bid.

**1.28 Evaluation and comparison of bids**

- 1.28.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.28.2 The Purchaser shall compare all substantially responsive technically qualified bids to determine the lowest evaluated bid.
- 1.28.3 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

**1.29 Comparison of Bids**

- 1.29.1 The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid.

**1.30 Contacting the Purchaser**

- 1.30.1 **Subject to ITB Clause 1.23**, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.30.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

**1.31 Post qualification**

- 1.31.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **Chapter-4**
- 1.31.2 The determination will take into account the Eligibility & Qualification criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.31.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

**F. Award of contract**

**1.32 Negotiations**

- 1.32.1 Negotiation with Bidders after opening of bids is severely discouraged. Therefore, the Bidders are advised in their own interest to quote their best competitive/discounted offer in the first instance or maximum discount may be indicated in the quote/offer. However, the Director, CSIR-NAL reserves the right for commercial discussion with the lowest responsive bidder only, if considered appropriate. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time services.

### **1.33 Award Criteria**

- 1.33.1 Subject to **ITB Clause 1.34**, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the CPPP website <https://etenders.gov.in/www.nal.res.in>

### **1.34 Purchaser's right to accept any Bid and to reject any or all Bids**

- 1.34.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

### **1.35 Notification of Award**

- 1.35.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.
- 1.35.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.35.3 Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.38**, the Purchaser will promptly notify each unsuccessful Bidder and discharge its bid security.

### **1.36 Signing of Contract**

- 1.36.1 Promptly after notification, the Purchaser shall send the successful Bidder the Purchase Order.
- 1.36.2 Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall enter into Contract Agreement **as per Chapter 5, Annexure-I**

### **1.37 Order Acceptance**

- 1.37.1 The successful bidder should submit Order acceptance within 15 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause 1.14.10**.
- 1.37.2 The order acceptance must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of order acceptance and submission of Performance Security (PS). Even after extension of time, if the order acceptance / PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

### **1.38 Performance Security**

- 1.38.1 Within 21 days of receipt of the notification of award / Work Order as per the **GCC Clause 2.10**, the Contractor shall furnish Performance Security for the amount specified in SCC, valid for the period of the contract.

### **1.39 Assistance to Bidders:**

- 1.38.1 Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
- 1.38.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**CHAPTER 2**  
**CONDITIONS OF CONTRACT**

**A. GENERAL CONDITIONS OF CONTRACT**

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**Note: The General Conditions of Contract shall form the part of Purchase Order / Contract.**



## **A. GENERAL CONDITIONS OF CONTRACT**

### **2.1. Definitions**

The following words and expressions shall have the meanings hereby assigned to them:

<b>Sr. No.</b>	<b>Words / Expressions</b>	<b>Meaning</b>
(a)	Contract	The Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	The price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
(d)	Day	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(h)	Services	
(i)	SCC	The Special Conditions of Contract.
(l)	Council	The Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
(m)	Purchaser	Any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC

### **2.2 Contract Documents**

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.2.2 Successful bidder shall have to enter into Contract Agreement on Rs.500/- non judicial stamp paper duly notarised as per Contract Form within 21 days of placement of Purchase Order.

### **2.3 Fraud and Corruption**

The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

I	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution
II	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
III	Collusive practice	A scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels
IV	Coercive practice	Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

(b) The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

## **2.4 Joint Venture, Consortium or Association/Amalgamation/Acquisition, Patent Indemnity etc.**

If the Bidder is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### **2.4.1. Amalgamation/Acquisition etc.:**

In the event the Bidder proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. You may confirm this condition while submitting the bid.

### **2.4.2 Indemnity Bond**

In order to safeguard the interest of CSIR-NAL, the Bidder should submit Indemnity Bond as given in Chapter-8 (Annexure-J) on Rs.500/- non judicial stamp paper duly notarized within 21 days of placing of the order for Purchase Order.

## **2.5. Scope of Services**

2.5.1. Scope of Services to be performed shall be as specified in the **Chapter-3**.

## **2.6. Bidder's Responsibilities**

2.6.1. The Bidder shall perform all Services perform all related responsibilities and be responsible for liabilities as specified in SCC.

## **2.7. Contract price**

2.7.1. Prices charged by the Bidder for the Services performed under the Contract shall not vary during the currency of contract and extension of contract mutually agreed upon.

## **2.8. Application**

2.8.1. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

## **2.9. Terms of Payment**

2.9.1. The method and conditions of payment to be made to the Bidder under this Contract shall be as specified in the SCC.

2.9.2. Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the Invoice or claim by the Bidder.

2.9.3. Payment shall be made in currency as indicated in the contract.

## **2.10 Performance Security (PS)**

2.10.1 The amount of the **Performance Security** shall be as specified in SCC, valid up to the period of the contract plus 60 days.

2.10.2 Within 21 days of receipt of the notification of award of contract / Purchase Order, the Bidder shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would

be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

2.10.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

2.10.3. The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

2.10.4. The Performance security shall be in one of the following forms:

(a)	A Bank guarantee or stand-by Letter of Credit issued by a Nationalized Bank located in India or a bank located abroad in the form provided in the bidding documents.
<b>OR</b>	
(b)	A Banker's cheque or Account Payee demand draft or TDR in favour of the purchaser.

2.10.5. The performance security will be discharged by the Purchaser and returned to the Bidder not later than 60 days following the date of completion of the Bidder's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

2.10.6. In the event of any contract amendment, the Bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

2.10.7. The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

2.10.8. Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

## **2.11 Change Orders and Contract Amendments**

2.11.1. The Purchaser may at any time, by written order given to the Bidder pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract.

2.11.3. No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

## **2.12 Assignment**

2.12.1. The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

## **2.13 Subcontracts**

2.13.1. The Bidder shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Bidder from any liability or duties or obligation under the Contract.

## **2.14 Penalty clause**

2.14.1. Subject to GCC Clause on Force Majeure, if the Bidder fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the unperformed Services or contract value for each week or part thereof of delay until actual performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider

termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

**2.15 Termination for Default**

2.15.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:

(a)	If the Bidder fails to render services specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time;
(b)	If the Bidder fails to perform any other obligation(s) under the Contract
(c)	If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

2.15.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

(a)	The Performance Security/EMD will be forfeited;
(b)	The Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Bidder shall be liable for all available actions against it in terms of the contract.
(c)	However, the Bidder shall continue to perform the contract to the extent not terminated.

**2.16 Force Majeure**

2.16.1 Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default the Bidder shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.16.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.16.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.16.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

**2.17 Termination for Insolvency**

2.17.1. The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

**2.18 Termination for Convenience**

2.18.1 The Purchaser, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

**2.19 Settlement of Disputes**

2.19.1 The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.19.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the CHA may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

2.19.3 The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

(a)	In case of Dispute or difference arising between the Contracting Institute and contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, CSIR-National Aerospace Laboratories and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the Contract.
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2.19.4 The venue of the arbitration shall be the place from where the Purchase Order or Contract is issued.

2.19.5 Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; <b>and</b>
(b)	the Purchaser shall pay the CHA any monies due the Bidder.

**2.20 Governing Language**

2.20.1 The Contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

**2.21 Applicable Law / Jurisdiction**

2.21.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

**2.22 Notices**

2.22.1 Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing, FAX, e-mail or / and confirmed in writing to the Purchaser's as specified in SCC.

2.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**2.23 Period of Insurance Coverage**

2.23.1 The period of Insurance Coverage will be specified in SCC

**CHAPTER 2**

**B. SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Special Condition of Contract (SCC)
GCC 2.1.1(l)	<b>The Purchaser is:</b> The Director CSIR- National Aerospace Laboratories HAL Airport Road, Kodihalli, Bengaluru – 560017 Karnataka-India
GCC 2.1.1(m)	<b>The Final Destination is:</b> CSIR- National Aerospace Laboratories HAL Airport Road, Kodihalli, Bengaluru – 560017 Karnataka-India
GCC 2.21.1	<b>Payment Details:</b>
	The method and conditions of payment to be made to the Bidder under this Contract shall be as follows:
	(a) The payment shall be made in Indian Rupees, as follows:
	(b) <b>E-Payment:</b> All payments, CSIR-NAL prefers to make Electronic Transfers (RTGS) through State Bank Of India, NAL Branch, Bengaluru.
	(c) All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable
(d) 100% Payment on receipt of Insurance Policy.	
GCC 2.34.1	<b>Applicable Law / Jurisdiction</b>  The <b>place of jurisdiction</b> is <b>Bengaluru</b> , India.
GCC 2.35.1	<b>Notices</b> <b>For notices,</b> the Purchaser's address is The Director CSIR- National Aerospace Laboratories PB No.1779, HAL Airport Road, Kodihalli, Bengaluru – 560017 Karnataka-India Tel #: 00 91 80 25086040/6041/6044 Fax #: 00 91 80 25269611 Email: <a href="mailto:purchasek@nal.res.in">purchasek@nal.res.in</a> , <a href="mailto:mkala@nal.res.in">mkala@nal.res.in</a>
GCC 2.23	Period of Insurance Coverage : One year from the date of issue of Policy

## CHAPTER 3

### SCOPE OF WORK AND OTHER TERMS & CONDITIONS

#### **3.1 Detailed Specification**

**Title:**

SARAS PT1N AIRCRAFT HULL, THIRD PARTY INSURANCE AND INSURANCE FOR THE FLIGHT TEST CREW.

**Summary:**

Insurance coverage to cover all risks of CSIR-NAL 14-seat Light Transport Aircraft SARAS PT1N prototype, bearing registration ST7001 and Manufacturers Serial Number SP 01 during its ground runs and flights in the course of next one year (2018-2019).

- The cost of the aircraft is Rs. 32 crores (INR Thirty-Two Crores only).
- Insurance should also cover third party risks to an extent of Rs.50,00,000/- (INR Fifty Lakh only)
- Aviation personal Accident Insurance Coverage for Crew members: A maximum of 10 test pilots/ flight test engineers. Each crew member to be insured for an amount of Rs.75,00,000/- (INR Seventy-Five Lakhs Only)

**Details:**

##### **3.1.1 Hull Insurance:**

- 3.1.1.1 Insurance Coverage to cover all risks of CSIR-NAL 14 seat Light Transport Aircraft SARAS PT1N Prototype, bearing Registration ST7001 and manufacturer's serial number SP 01.
- 3.1.1.2 SARAS PT1N aircraft is prepared as per the guidelines of FAR 23 and the certifying agency is "Center for Military Airworthiness & Certification", (CEMILAC), Ministry of Defence, Government of India.
- 3.1.1.3 Aircraft will be flight tested by qualified test pilots from Aircraft & Systems Testing Establishment (ASTE), Indian Air Force, Bangalore.
- Hull value to be insured for Rs.32.00 Crores.
  - Additionally, third party risks should be covered to an extent of Rs.50.00 Lakh.

##### **3.1.2 Aviation Personal Accident Insurance Coverage for 10 Crew members:**

- 3.1.2.1 Qualified Test Pilots from Aircraft & Systems Testing Establishment (ASTE), Indian Air Force, Bangalore will be test flying SARAS PT1N Prototype, bearing Registration ST7001.
- 3.1.2.2 A maximum of 4 test pilots / flight test engineers will be on board in any flight sortie.
- 3.1.2.3 In most cases the aircraft is flown by two test pilots and 1 flight test engineer.
- 3.1.2.4 In very specific / special cases a second observer / engineer will be in the flight test sortie.
- 3.1.2.5 Each crew member is to be insured for an amount Rs.75 lakhs.
- 3.1.2.6 Insurance is required for 10 identified flight test crew by ASTE, IAF (List attached).
- 3.1.2.7 The insurance coverage is Rs.75 lakhs per crew x 10 crew members = Rs. 7.50 crores.
- 3.1.2.8 It should be once again noted that any three (2 pilots and 1 FTE) from the approved list noted above will be carrying out the flight test sorties.
- 3.1.2.9 Due to ASTE / IAF requirements, Either Pilots &/or Flight Test Engineers conducting SARAS flight testing may change during the course of one year. Insurer should guarantee the provision to modify the names of list of personnel insured, not exceeding 10 at any given time, during the period of insurance coverage.

- 3.1.3**      ***The details of the aircraft and other related information are given below:***
- 3.1.3.1.      SARAS is a 14 seater aircraft of 7100 kg AUW.
  - 3.1.3.2      Certification is as per FAR-23.
  - 3.1.3.3      Certification agency is CEMILAC and quality coverage is given by DGAQA (Directorate General of Aeronautical Quality Assurance).
  - 3.1.3.4      SARAS PT1 was powered with 850 SHP engine and 85-inch diameter propeller at 2000 RPM
  - 3.1.3.5      SARAS PT1 made 127 flights, logging 100 hours. All the tests were free of any major snags.
  - 3.1.3.6      PT1 has been converted to new standard called SARAS PT1N.
  - 3.1.3.7      PT1N is powered with two 1200 SHP PWC engines certified as per FAR 33 by FAA & TCCA
  - 3.1.3.8      The propeller used is 104 inch, MT Propeller at 1700 RPM. Based on the ground tests done on the propeller is fitted on the same Engine (PT6A-67A), the propeller manufacturer has given 100 hrs flight clearance.
  - 3.1.3.9      The aircraft is all metallic construction and the major components like wing, fuselage, etc. have gone through required structural testing successfully.
  - 3.1.3.10      The new rudder, stubwing and nacelle structures have been subjected to structural tests successfully.
  - 3.1.3.11      SARAS PT1N has undergone engine ground runs, low speed trials and high speed taxi trials.
  - 3.1.3.12      The complete construction of aircraft, details of the system and sub-system have been thoroughly reviewed by specialist committees with experts in the field from HAL, ADA, ADE, ASTE/IAF, CEMILAC, DGAQA and other aerospace organization.
  - 3.1.3.13      A formal FRRB headed by serving AM from IAF looked into all the aspects of safety towards flight of PT1N and cleared the aircraft for the flights.
  - 3.1.3.14      The safety and reliability analysis was carried out by an expert committee and aircraft has been declared safe.
  - 3.1.3.15      In the last insurance period (year 2017-18), aircraft has made three successful flights.
  - 3.1.3.16      Each and every flight was formally cleared by CEMILAC / DGAQA and same procedure will be followed for all the subsequent developmental flights in the next one year.



## 3.1.4

List of crew members towards "INSURANCE FOR THE FLIGHT TEST CREW"**LIST OF TEST CREW FOR SARAS PROGRAMME**

The following are the test crew flying for the Saras aircraft Project

(a)	AVM Sandeep Singh AVSM, VM	TP	F(P)
(b)	Gp Capt Badrish N Athreya	TP	F(P)
(c)	Gp Capt S Naraynen *	TP	F(P)
(d)	Gp Capt Nishant Singh VM	TP	F(P)
(e)	Gp Capt RV Panicker *	TP	F(P)
(f)	Sqn Ldr Mehtab Sond*	TP	F(P)
(g)	Wg Cdr HV Pandey	TP	F(P)
(h)	Wg Cdr UP Singh #	TP	F(P)
(i)	Gp Capt KP Bhat	FTE	AE(M)
(k)	Wg Cdr Vijay Verma	FTE	AE(L)

\* Indicates the names that have been changed

# Indicates only Rank change

Date 18 Oct 19

  
 (UP Singh)  
 Wg Cdr  
 Adjt PTS  
 ASTE, AF

### 3.2 Scope of Supply

- Aircraft Hull Insurance policy for Rs.32/- Crores
- 3<sup>rd</sup> party coverage of Rs.50/- Lakh
- Insurance policy towards “Aviation Personal Accident Insurance Coverage for 10 Crew members”, with insured value of Rs.75/- Lakh per person

### 3.3 Inspection & Tests

#### 3.3.1 General

With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their Principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

### 3.4 Delivery of Insurance Policy

**Insurance Policy to be delivered within** One week from the date of firm Purchase Order

### 3.5 Period of Insurance Policy

One year from the date of issue of policy

### 3.6 Commercial evaluation of bid

The bid will be treated as **incomplete** if bidder has **not quoted** for all the components given in scope of supply (clause 3.2) and **the incomplete bid will be rejected**. The bid will be commercially evaluated for the components in the scope of supply.

## CHAPTER 4

### Eligibility & Qualification Requirements

#### 4.1 Eligibility Criteria

The following shall be minimum eligibility criteria for selection of Bidders technically:

**a) Legal Valid Entity:**

The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Indian Companies Act, 1956 or Country of Origin.

Bidder in the form of consortium and Partnership is not permitted.

**Copy of Certificate of Incorporation** issued by Registrar of firms/companies is to be submitted in support of this criterion.

**b) Registration:**

The Bidder should possess valid GST and PAN. Attested copies of PAN and GST shall be acceptable

**c) The bidder shall furnish documentary evidence to demonstrate that the bidder satisfies the bidders' eligibility criteria as per Annexure-F of Chapter- 5.**

**d) An undertaking (self-certificate) is to be submitted that the Organization has not been blacklisted during last 3 years by any Central / State Government Department/Organization in the form as per Annexure-G of Chapter- 5.**

**e) A Bidder has to submit No Relation Certificate in the form as per Annexure-H of Chapter- 5.**

#### 4.2 Financial Qualification Criteria

**a) The Bidders are requested to submit Audited Balance Sheet for the last three financial year along with Technical Bid.**

**b) Number of years in Operations /Experience:** The Bidder shall have minimum three years' experience of operation in the similar field. Also, the Bidder should have experience in the similar field of providing services in the Government Departments / Govt. Autonomous bodies / Public Sector (Central or State) for the last five consecutive years. In case bidder has not provided government experience / public sector experience, then the bidders with experience in Private reputed organizations may be considered by the competent authority of the contracting Institute.

**CHAPTER 5**  
**OTHER STANDARD FORMS**

<b>Sr. No.</b>	<b>Name of the Form</b>	<b>Annexure</b>
1	Bid Security Form / Earnest Money Deposit	A
2	Bidder Information Form	B
3	Bid Form	C
4	Deviation Statement Form	D
5	Service Support Details Form	E
6	Eligibility Certificate	F
7	Non Black List Certificate	G
8	No Relation Certificate	H
9	Contract Agreement	I
10	Indemnity Bond	J
11	Price Bid	K

**NOTE:**

1. Forms at Annexure A to H to be submitted along with Technical bid.
2. The Successful Bidder shall submit Documents with reference to Annexure –I & J after Award of Contract as mentioned in Purchase Order.
3. Price bid (Annexure-K) should be enclosed in Financial Bid only.

**BID SECURITY FORM**

Whereas \_\_\_\_\_  
(hereinafter called the tenderer)

has submitted their offer dated \_\_\_\_\_  
for the supply of \_\_\_\_\_  
(hereinafter called the tender)

Against the Purchaser's Tender No. \_\_\_\_\_  
KNOW ALL MEN by these presents that WE \_\_\_\_\_  
of \_\_\_\_\_ having our registered office at \_\_\_\_\_  
\_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Purchaser")

In the sum of \_\_\_\_\_

For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
(3)	If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
(4)	Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorized officer of the Bank)

Name and designation of the officer  
Seal, name & address of the Bank and address of the Branch

**Note:** Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

**Bidder Information Form**

- (a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date : [insert date (as day, month and year) of Bid Submission]

Tender No : [insert number from Invitation for bids]

1	Bidder's Legal Name	
2	In case of JV, legal name of each party	
3	Bidder's actual or intended Country of Registration	
4	Bidder's Year of Registration	
5	Communication Address	
6	Phone No. / Mobile No.	
7	Fax No.	
8	Email ID	

**PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE**

1	Name of the Contact Person	
2	Designation	
3	Phone No.	
4	Mobile No.	
5	Email ID	
6	Attached copies of original documents of Articles of Incorporation or Registration of firm named in 1, above.	

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**Bid Form**

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date : [insert date (as day, month and year) of Bid Submission]

Tender No. :

To : The, Director, CSIR-NAL, Bengaluru

We, the undersigned, declare that:

(a)	We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.		
(b)	We offer to execute in conformity with the Bidding Documents and in accordance with the Services as specified in Chapter 3		
(c)	The total price of our Bid, excluding any discounts offered in item (d) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies]		
(d)	The discounts offered and the methodologies for their application are: <b>Discounts.</b> If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]		
(e)	Our bid shall be valid for the period of time specified in ITB Clause 1.16, from the date fixed for the bid submission due date in accordance with ITB Clause 1.19 and it shall remain binding upon us and may be accepted at any time before the expiration of that period		
(f)	If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding documents.		
(g)	The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]		
	Name of Recipient	Address	Reason

(If none has been paid or is to be paid, indicate "none.")

(h)	We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
(i)	We also accept all the terms and conditions of this Bidding Document and undertake to abide by them, including the condition that you are not bound to accept the lowest evaluated bid / highest ranked bid or any other bid that you may receive.
(k)	We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses if serious nature.

Signed : [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name : [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**DEVIATION STATEMENT FORM**

**PART -I**

The following are the particulars of deviations from the requirements of the tender specifications:

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS (INCLUDING JUSTIFICATION)</b>

Place:

Date:

Signature and seal of the  
Manufacturer/Bidder

**NOTE:**

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.



SERVICE SUPPORT DETAIL FORM

Sr. No.	List of similar type of services in the past 3 years	Address, Telephone Nos., Fax No. and e-mail address of the buyer

Signature and Seal of the manufacturer/Bidder.....

Place :

Date :

**ANNEXURE-F**

**Eligibility Certificate**

This is to certify that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide Services under this Invitation of Bids / Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

Authorised Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**ANNEXURE-G**

**Non-Black listing Self Certificate**

This is to certify that M/s. \_\_\_\_\_ has not been blacklisted by any Central / State Government Department / organization in last 3 years.

Authorised Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**ANNEXURE-H**

**No Relation Certificate**

I..... son of ..... resident of ..... hereby certify that none of my relative (s) called for providing Services to the CSIR-NAL, vide Tender No: .....is / are employed in CSIR-National Aerospace Laboratories, Bengaluru. In case at any stage, it is found that the information given by me is false / incorrect, CSIR-IITM shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Signed.....

For and on behalf of the Bidder

Name .....

Designation .....

Date.....

**Contract Form**

Contract No. \_\_\_\_\_ Date: \_\_\_\_\_

THIS CONTRACT AGREEMENT is made  
the [insert: number] day of [insert: month ], [insert: year ].

**BETWEEN**

- (1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by National Aerospace Laboratories, Bengaluru (hereinafter called "the Purchaser"), and
- (2) [insert name of Supplier ], a corporation incorporated under the laws of [insert: country of Supplier ] and having its principal place of business at [insert: address of Supplier ] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) ] (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a)	This Contract Agreement
(b)	General Conditions of Contract
(c)	Special Conditions of Contract
(d)	Technical Requirements (including Schedule of Requirements and Technical Specifications)
(e)	The Supplier's Bid and original Price Schedules
(f)	The Purchaser's Notification of Award
(g)	[Add here any other document(s)]

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research

Signed : [insert signature]  
in the capacity of [insert title or other appropriate designation ]  
in the presence of [insert identification of official witness ]

Signed : [insert signature ]  
in the capacity of [insert title or other appropriate designation ]  
in the presence of [insert identification of official witness ]

For and on behalf of the Supplier

Signed : [insert signature of authorized representative(s) of the Supplier ]  
in the capacity of [insert title or other appropriate designation ]  
in the presence of [insert identification of official witness ]

**INDEMNITY BOND**

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

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

**1) Amalgamation/Acquisition**

In the event of M/s. \_\_\_\_\_proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.\_\_\_\_\_ and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. \_\_\_\_\_/M/s.\_\_\_\_\_ and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Director, National Aerospace Laboratories, Bengaluru to fulfill the contractual obligations as per the terms of the CSIR-NAL Global Tender and quotation of M/s. \_\_\_\_\_No. \_\_\_\_\_ dated\_\_\_\_\_ -and National Aerospace Laboratories P.O. No.\_\_\_\_\_dated \_\_\_\_\_. The contractual obligations are supply, installation, commissioning, warranty maintenance/replacement of spares, accessories etc. as per the above mentioned Purchase Order.

**2) JointVenture, Consortium or Association**

If the Supplier is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the CSIR-NAL for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the CSIR-NAL.

**3) Patent Indemnity**

The Supplier shall, subject to CSIR-NAL's compliance and indemnify and hold CSIR-NAL and its employees and officers harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which CSIR-NAL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in India; and (b) the sale in any country of the products produced by the Goods.

For M/s. \_\_\_\_\_  
Principal Supplier.

For M/s \_\_\_\_\_  
Indian Agent.

PRICE SCHEDULE						
(BIDDER SHOULD QUOTE IN THIS FORMAT)						
Tender No.:						
Quotation No.					Date:	
Quotation Valid upto						
Country of Origin				Currency		
Sr. No.	Description of Item	HSS Code	Unit	Quantity	Rate	Amount
1						
2						
3						
4						
					Sub-Total:	
					Less: Discount .....% (if any)	
					<b>Sub-Total : Net Price</b>	
					Add: GST / IGST (against Concessional Certificate)	
					<b>Total (A):</b>	
<b>TDS will be deducted at actuals.</b>						