

## **TENDER DOCUMENT**

**Work Package Contract to support design activities of 19-seat  
SARAS Mk2 aircraft project at CSIR-NAL, Bengaluru**

Tender Ref. No.:  
No.CSIR-NAL/WPC-19 SEAT SARAS Mk2/2023/S-VI

## I N D E X

**NAME OF WORK: Work Package Contract to support design activities of 19-seat SARAS Mk2 aircraft project at CSIR-NAL, Bengaluru**

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## TENDER SCHEDULE

01.	Name of Work	Work Package Contract to support design activities of 19-seat SARAS Mk2 aircraft project at CSIR-NAL, Bengaluru	
02.	Tender Reference No.	No.CSIR-NAL/WPC-19 SEAT SARAS Mk2/2023/S-VI	
03.	Tender Fee (Non-refundable)	<b>0 (zero)</b>	
04.	Earnest money deposit (EMD)	Bid Securing Declaration form to be submitted	
05.	Tender Publishing Date	13.01.2023	1800 Hrs.
06.	Bid Document Download /Sale <b>Start</b> Date & Time	13.01.2023	1800 Hrs.
07.	Bid Document Sale <b>End</b> Date & Time	06.02.2023	1000 Hrs.
08.	Clarification through e-portal – <b>Start</b> Date & Time	13.01.2023	1800 Hrs.
09.	Clarification through e-portal – <b>End</b> Date & Time	30.01.2023	1000 Hrs.
10.	Bid Submission <b>Start</b> Date & Time	13.01.2023	1800 Hrs.
11.	Bid Submission <b>End</b> Date & Time	06.02.2023	1000 Hrs.
12.	Bid opening date and time	07.02.2023	1000 Hrs.

**Note:-**

- a. CSIR-NAL may at its discretion extend / change the schedule of any activity by intimating the bidders through a notification on the e-tendering portal <https://etenders.gov.in>.
- b. Corrigendum if any, will be uploaded only on e-tendering portal. It is the responsibility of bidders to check at the website or their registered Email ID / Mobile No.
- c. Clarification after the due date stipulated above will not be entertained and no request for extension of date on any grounds will be granted / entertained.

**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.**

SECTION: I  
**NOTICE INVITING TENDER**

**No.CSIR-NAL/WPC-19 SEAT SARAS Mk2/2023/S-VI**

1. Tenders are invited from the reputed, experienced, well established and registered agencies/organisations through the NIC CPP e-tendering portal by the Director, CSIR-NAL for “Work Package Contract to support design activities of 19-seat SARAS Mk2 aircraft project at CSIR-NAL, Bengaluru” for a period of 1 (one) year.
  - 1.1 Details of requirement is at Scope of work section of this tender document.
    - 1.1.1 The tendering process is online at CPP e-portal URL address <https://etenders.gov.in>. Aspiring bidders may go through the tender document by “Guest User” login.
    - 1.1.2 Prospective bidders are advised to get themselves register at CPP Portal, obtain “Login ID” & “password” and go through the instructions available in the Home Page after login to the CPP-portal <https://etenders.gov.in>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application.
  - 1.2 The following 2 type of bids shall be submitted by the bidders: -

**Technical Bid**

The bidder shall submit their application only at CPP Portal <https://etenders.gov.in>. Bidders are advised to follow the instructions provided in the tender document for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

The bidders should upload the following scanned documents **ONLINE** in support of their meeting each criterion mentioned below in “**Technical bid**”: -

SL. NO.	QUALIFYING REQUIREMENT	DOCUMENT(S) TO BE UPLOADED IN CPP PORTAL
(i)	EMD	Scanned copy of Bid securing Declaration Form
(ii)	MSE/ Start Up (if applicable)	i) Scanned copy of UDYAM registration certificate for MSE ii) Scanned copy of Startup registration certificate for Startup
(iii)	Establishment Registration Certificate No/ Licence No. of the agency	Scanned copy of the Establishment Registration Certificate No/License No of the agency
(iv)	Should have ESIC Registration certificate	Scanned copy of ESIC Registration certificate
(v)	Should have EPF Registration certificate	Scanned copy of EPF Registration certificate
(vi)	Should have GST Registration Certificate	Scanned copy of GST Registration Certificate
(vii)	Should have Permanent Account Number(PAN)	Scanned copy of PAN Card
(viii)	Should have an Office in Bengaluru/Karnataka. Point of Contact is a must in Bengaluru in case the office is anywhere else.	Scanned copy of Proof of Address of Bengaluru Office (Like GST Reg., Trade License, valid rent agreement of office etc.)
(ix)	Income Tax returns for last 3 years	Scanned copy of Income Tax returns for last 3 years (2019-20, 2020-21 & 2021-22)
(x)	Present clientele list and performance certificate	Scanned copy of Present clientele list and performance certificate
(xi)	Should have <b>experience</b> in providing the services (mentioned in scope of work) at least for <b>3 years</b> ending on 31-03-2022 to Government establishments/Public Sector Undertakings/R&D institutions/established private sector/other similar organization	Scanned copy of Work Order/ Completion Certificate with value of the contract  The Bidder must have successfully executed at least one order of Rs 3.41 crore / 2 orders each of Rs 2.56 crore / 3 orders each of Rs 1.7 crore for similar service(s) in last three years to any Central/State Govt Organization/PSU/Public Listed Company. Copies of contracts/work orders and documentary evidence of successful execution/completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification.
(xii)	Financial capability: Turnover of more than Rs 1.28 Crore per annum.	a) Scanned copy of audited turnover certificate for three years up to 2022. As these documents are to be utilized for deciding the lowest bidder, <b>non-submission of audited turnover certificate will lead to rejection of the bid.</b> b) Balance Sheets along with Profit & Loss Account Statement for the Financial Years 2019-20, 2020-21 & 2021-2022 to be uploaded

(xiii)	Undertaking-cum- Declaration	Scanned copy duly signed with company's seal, as per Annexure-A.
(xiv)	Scope of work	To be signed, scanned and uploaded
(xv)	Integrity Pact (format enclosed)	Scanned copy of duly filled and signed Integrity Pact on the bidders letterhead

**Note:** - Kindly upload relevant documents scanned as a single document.

Non-uploading of the documents mentioned above may lead to rejection of bid.

No price details should be given or hinted at in the Technical bid.

In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.

### **Financial Bid**

- i) The Rate per month shall be quoted in the format provided and no other format is acceptable. The Financial Bid has been given as a standard BOQ format with the tender document.
- ii) The Agency shall provide working sheet of arriving the Work package rate along with the Financial Bid.

Note: The rate per month quoted by the Agency for the Work Package Contract is to be inclusive of all statutory payments like ESI, EPF, Bonus etc., as applicable as per Government Acts/Rules on the subject considering the personnel to be deployed and the rate of emoluments payable to them excluding the GST.

Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed.

**The bidder must fill the Rate per month, GST/IGST and HSN columns.**

Once the details have been completed, the bidder should save it and submit it online.

The Rate per month quoted by the bidder shall remain unchanged during the currency of the contract.

The bidders who quotes NIL charges/consideration, their bid shall be treated as unresponsive and will not be considered.

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

Tax rate will be governed as per Government orders.

Numbers must be written clearly in Figures and words wherever applicable.

## **Integrity Pact**

The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the CSIR-NAL, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification.

The integrity pact to be signed on Company's Letterhead and efforts must be made to realize the objectives & spirits thereof.

### **The name and contact details of the IEMs are as under:**

Shri Prabhakaran Palaniappan,  
IAS (Retd.)  
New No. 9, (Old No. 4B/14),  
Venkateswara Nagar, 3rd Street  
Adyar, Chennai (TN)  
PIN - 600 020  
Email: pprabakaranias@gmail.com

Dr Rajan S Katoch,  
IAS (Retd.)  
A-91, Alkapuri  
Bhopal (MP)  
PIN - 462 022  
Email: rkatoch@nic.in

## **BIDS OPENING PROCESS**

The bid opening process is described below: -

### **1.2.1 Technical Bid:**

Bid containing document as per Para 1.2 (uploaded by the bidders) shall be opened on date & time mentioned in Tender schedule.

If any clarification is needed from the bidder about the deficiency in the uploaded documents in Technical bid, it will be asked to provide it through CPP Portal or email if required. The bidder shall upload/email the requisite clarification /documents within date and time specified by CSIR-NAL, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly. The intimation regarding acceptance/rejection of their bids will be through CPP Portal.

### **1.2.2 Financial Bid:**

Financial bid of only those bidders shall be opened, who are found meeting all the requirements of Technical bid. The date and time of opening of Financial bid will be updated on CPPP at a later date.

Sr Controller of Administration

## SECTION: II

### INSTRUCTIONS TO BIDDERS

#### 2. Tender document:

- 2.1 The tender document consists of 4 sections. The bidder shall go through all these sections:

**Section-I : Notice Inviting Tender**

**Section-II : Instructions to bidders**

**Section-III: General Conditions of Contract**

**Section-IV : Scope of work**

Bidders shall comply with each clause of all the above 4 sections.

- 2.1.1 Bidders willing to participate may download the digitally signed tender document on-line from CPP e-Procurement portal at <https://etenders.gov.in> and submit digitally counter-signed tender document on-line at the same portal.
- 2.1.2 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.
- 2.1.3 **The Quotations received without 'Bid Securing declaration form' will be summarily rejected.**
- 2.1.4 The prospective bidder may acquaint themselves about the requirement before submitting their tender. They may call 080 2508 6047 prior to their visit.
- 2.1.5 **Purchase Preference Policies of the Government:**

CSIR-NAL reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- i) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.

MSEs interested in availing such benefits must enclose with their offer the UDYAM Registration Certificate with the UDYAM Registration Number as proof of their being MSE registered on the UDYAM Registration Portal. The certificate shall be of latest but before the deadline for the bid submission. Failure to enclose/upload such document may lead to non-availing such benefit.

Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/212014-PPD dated 25.07.2016 and subsequent clarifications.

#### 2.2 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>.

### **2.3 Clarifications of Bid Documents:**

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.

2.3.1 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.

2.3.2 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.

2.3.3 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.

2.3.4 CSIR-NAL neither take guarantee about accuracy of any response, nor does undertake to answer all the queries that have been posted by the Bidders.

2.3.5 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.

2.4 CSIR-NAL shall summarily reject a bid as non-responsive if found valid for a shorter period than specified in the Tender documents. Only in exceptional circumstances, CSIR-NAL may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing.

### **2.5 Post Tender Qualification for Technical Evaluation:**

Apart from the eligibility conditions as specified in the tender, the following shall also be considered for the evaluation:

2.5.1 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.

2.5.2 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.

### **2.6 Composition of Bids and General Guidelines for bid process:**

2.6.1 Bidders shall submit their bids as per scheduled date & time through CPPP at <https://etenders.gov.in> only.

2.6.2 Bidders shall submit the tender before the deadline as specified in the Tender Schedule of this tender document. E-tender CPP Portal shall not allow bidders to submit their tender after the scheduled date & time.

2.6.3 The Technical bid will be opened online by CSIR-NAL at the time and date as given

in the Tender schedule. Time and date for opening Financial bid will be updated later. All the statements, documents, certificates etc., uploaded by the bidders shall be downloaded and verified for evaluation.

## **2.7. E-Tendering General Guidelines:**

- 2.7.1 The bidder may correct, modify or withdraw his bid after submission but prior to scheduled last date & time of submission.
- 2.7.2 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.
- 2.7.3 Bidders may submit their response to CSIR-NAL queries through provision of CPP Portal Only.
- 2.7.4 During the evaluation of Techno commercial or Financial Bids, at its discretion, but without any obligation to do so, ask Bidder to seek any clarification to furnish within a specific date or as per prescribed time limit as desired by CSIR-NAL to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
- 2.7.5 CSIR-NAL reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.
- 2.7.6 No post bid clarification / confirmation of compliance at the initiative of the bidder, shall be entertained.
- 2.8 **Preparation / Submission of Bids:** Bids shall be prepared and submitted in TWO parts: the first part shall comprise of the Technical Bid and the second part shall comprise of Financial bid specifying the price offer to be uploaded in CPPP.
- 2.9 **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.
- 2.10 It shall be clearly understood and noted that Financial Bid of the tender document is for pricing alone. Any conditional financial bid will not be entertained.
- 2.11 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.**

- 2.12 CSIR-NAL reserves the right to reject any or all tenders without assigning any reason. The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. CSIR-NAL also reserves the right at its sole discretion not to award any order for which the tender is called. CSIR-NAL shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.
- 2.13 CSIR-NAL shall evaluate the Bids to determine whether they are complete, the documents have been properly signed and the bids are in order.
- 2.14 No correspondences / representations shall be entertained from the bidders after opening of Financial Bid of the Tender during the tendering process.
- 2.15 Date of submission and opening of tender can be extended at the sole discretion of the Competent Authority.

2.16 **BID EVALUATION**

- 2.16.1 The bidder who quotes **lowest Rate per month** will be awarded the contract.
- 2.16.2 The bidders who quotes NIL charges/consideration, their bid shall be treated as unresponsive and will not be considered.
- 2.16.4 In case two or more bidders offer same Rate per month, then the bidder having highest turnover by taking the average of three years will be considered as L1.
- 2.17 **Award of Contract:**

The award of contract shall be intimated to the successful bidder by CSIR-NAL through Letter/ e-mail/CPPP.

SECTION: III

**GENERAL CONDITIONS OF CONTRACT**

3. The e-Tenders as per the prescribed form are invited in open tender two bid system:
- (i) Technical Bid**
  - (ii) Financial Bid**
- 3.1 Not more than one Tender shall be submitted by a bidder. Not more than one concern in which an individual is interested as Proprietor and / or partner shall tender for the execution of the same work. If they do so, all such Tenders shall be liable to be rejected.
- 3.2 No single firm shall be permitted to submit two separate tender applications.
- 3.3 The right to accept the tender in full or in part / parts will rest with CSIR-NAL. The bidder is bound to perform the contract at his quoted rates. However, CSIR-NAL does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received or cancel the tender without assigning any reason thereof. No claim whatsoever will be entertained on this account.
- 3.4 The submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done/service to be carried out and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.
- 3.5 Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the bidders who resort to canvassing will be liable to rejected.
- 3.6 On acceptance of the Tender, the name of the representative(s) of the agency who would be responsible for taking instructions from the Director, CSIR-NAL or his authorized representative, which shall be communicated to the CSIR-NAL.
- 3.7 Notification of Award of contract will be made through CPPP.
- 3.8 All rates shall be quoted in Financial Bid only.
- 3.9 **Incomplete and conditional bids are liable to be rejected.**
- 3.10 The bidder shall duly attest all corrections, cancellation and insertions.

3.11 The bidder has to declare that none of his/her/their near relatives is posted in CSIR-NAL as officer responsible for award and execution of this particular tender/work and that no employee of CSIR-NAL is a Director / Proprietor / Partner or holding any other post in his/her/their Firm/Company. The bidder has to further undertake to intimate the names of persons, if any who are working with him/her/them in any capacity or are subsequently employed by him/her/them and who are near relatives to any officer in CSIR-NAL(Annexure-A).

**Note:-** The term “near relative” means wife, husband and parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunty and cousin and their corresponding in laws.

## **SECTION: IV**

### **SCOPE OF WORK**

- 4.1 The Prospective Tenderers shall acquaint themselves about the requirements before submitting their tender.
- 4.2 The Scope of work, qualification, skillsets, experience and remuneration is also part of the Tender.
- 4.3 The Agency for execution of work package contract shall deploy qualified, trained, loyal and honest personnel for the work after fulfilling the formalities of Police Verification. The number of personnel that may be required for execution of Work package is indicated under DETAILS OF MANPOWER. The requirement of number of personnel to be deployed may vary if any changes are made to the Work Package by the Division at any time during the period of Contract. The services to be provided under Work package have to be performed with utmost care, diligently and without causing any damages to the properties of the Laboratory.
- 4.4 No enhancement in the Work package rate will be allowed during the period of contract except on account of changes in the Work Package and that result in the changes in the deployment of personnel by the Agency. The Agency shall provide working sheet of arriving the Work package rate along with the Financial Bid. This will be the basis for payment either for increase or decrease in the manpower requirement as part of Work package during the period of execution.
- 4.5 Agency shall indemnify the laboratory against all claims arising out of any action in violation of any statutory laws or regulations as per any Acts applicable to this tender.
- 4.6 The Work Package Contract shall be valid for a period of 1 (ONE) year from the date of commencement of the contract subject to review of performance. However, there is also a provision to extend the WPC for a period of six months beyond the period of one year with same rate per month and terms & conditions. In case of any additional requirement of personnel due to changes in the Work package, the Agency should be able to deploy the additional personnel on same terms and conditions.
- 4.7 The Agency shall certify that they will deploy their personnel who meet the requirements of qualification, experience specified under DETAILS OF MANPOWER”.
- 4.8 The awarded Agency has to provide the bio-data of the personnel to be deployed under the Work Package.
- 4.9 The Director, CSIR-NAL or any other person authorized by the Director shall be at liberty to carry out surprise check to ensure that the personnel deployed by the Agency are carrying out their assigned duties. The security checks and restrictions of CSIR-NAL are applicable to the personnel deployed by the Agency.
- 4.10 The general terms & conditions of the tender, as above, shall form part of the agreement.

## **Responsibilities of the Agency**

### **General :**

- 4.11 Payment will be made for the services rendered by the Agency for which they have to submit bill in duplicate with due certification by the Concerned Official of CSIR-NAL on monthly basis considering the accepted Work package rate.
- 4.12 The necessary documentary evidence for payment of wages and proof of statutory remittances like ESI/EPF contributions etc., wherever applicable as per Government Acts/rules to the appropriate authorities of the same month/s in respect of personnel deployed by Agency have to be produced along with the bill, failing which the claim of the Agency for payment of bill for the month will not be entertained.
- 4.13 The personnel engaged and deployed by the Agency for the purpose, shall work as per the working norms of the respective Division/s as required for completion of Work packages entrusted. The Agency should ensure the compliance of entitlements as per applicable Acts/rules in respect of personnel deployed by them to work in Laboratory.
- 4.14 The personnel of the Agency shall automatically stands withdrawn on expiry/termination/cancellation of the Work Package contract. The Agency shall ensure that their personnel engaged and deployed in the Division do not create any dispute/problems to the Laboratory on expiry/termination/ cancellation of the work package contract.
- 4.15 In case any of the personnel deployed by the Agency fails to carry out the specified job or the performance of any of the deployed personnel is found to be not satisfactory, the Agency shall take immediate action to replace such personnel for timely completion of the awarded Work Package.
- 4.16 In case any of the personnel deployed by the Agency is required to perform duty outside Bengaluru, the Agency shall provide advance of Travelling Allowance and other incidental expenses, if any, acceptable for CSIR/NAL to such deployed personnel and submit the claim bill later by enclosing the details of travel such as rail/bus ticket to laboratory for reimbursement. The reimbursable payment to the Agency shall be restricted to second class Rail / Bus fare as per applicable Rules & Regulation of the Laboratory from time to time.

### **Other Requirements:**

- 4.17 The Agency personnel will have to work for six-days a week. The Agency personnel must support under this Work Package Contract from 8:30 am to 5:00 pm for the Division or based on project requirement indicated by the Division. However, personnel deployed by the Agency based on project requirement may have to work extra hours as the engagement of the manpower is on work package basis. No separate overtime allowance is payable to the Agency deployed manpower. Keeping in view six-day week and the longer hours of work, Agency may permit one-day leave per month to their personnel.

**DETAILS OF MANPOWER**

Sl. No	Sub Cat.	Discipline	Scope of Work	Qualifications requirements	Skill requirements	Manpower number	Remuneration (Rs.) per month
I	1	CAD Engineer	A) Generation of CAD Models of SARAS Mk2 airframe for fuselage, wing, nacelle, vertical tail, horizontal tail and control surfaces	BE / B Tech. (Mechanical/ Aeronautical or Equivalent) with minimum 1 year Experience	Experience on CATIA and AUTOCAD in aerospace domain	4	32000
			B) Preparation of CAD models of components to meet the stress and DFMA requirements	(or)			36500
			C) Preparation of station diagrams	ME / MTech in Mechanical (Machine Design)/ Aeronautical (Structures)/ Aerospace (Structures)			
		CAD Detail design Engineer	2D and 3D CAD modeling of Mechanical Control System Circuit Elements Assembly using CATIA	ME / MTech in Mechanical (Machine Design)/ Aeronautical (Structures)/ Aerospace (Structures)	Experience on CATIA and AUTOCAD in aerospace domain	1	36500
				(or)			
				BE / B Tech. (Mechanical/ Aeronautical or Equivalent) + 1 years' Experience			32000



	2	CAD Engineer	<p>a) 3D Modelling of Nacelle, fuel system design layout and its sub-systems</p> <p>b) Detail designing of fuel system components</p> <p>c) System design and detailing work of power plant and fuel system</p>	BE/ BTech in Aeronautics / Aerospace Engineering/Mechanical + 1 years' Experience	Experience on CATIA and AUTOCAD in aerospace domain	3	32000
				(or)			ME / MTech in Aeronautics / Aerospace /Thermal/Machine design
II	1	CAE Engineer	<p>a) Generation of Finite Element Model of SARAS Mk2 airframe for fuselage, wing, nacelle, vertical tail, horizontal tail and control surfaces</p> <p>b) Carry out hand calculation by SOM methods to validate FE results and check the feasibility of design</p> <p>c) Carry out design checks as per industry standard methods for lugs, joints and other design features</p>	BE / B Tech (Mechanical/ Aeronautical or Equivalent) + 1 years' Experience	Proficiency in Altair Hyper mesh, Hyper view and MSC – Nastran	8	32000
				(or)			ME / MTech in Mechanical (Machine Design)/ Aeronautical (Structures)/ Aerospace (Structures)

	2	CAE Engineer	a) Carry out general hand calculation for power plant & fuel system	BE / B Tech (Mechanical/ Aeronautical or Equivalent) + 1 years' Experience	Proficiency in Altair Hyper mesh, Hyper view and MSC – Nastran	1	32000
				ME / MTech in Mechanical (Machine Design)/ Aeronautical (Structures)/ Aerospace (Structures)			36500
	3	CAE Engineer	a) Force and Frictional analysis of control circuits using analytical method and MSC - ADAMS	M.Tech/ME in Machine Design/Aeronautical Engg + 1 years' Experience	Experience on MSC – ADAMS	1	36500
				OR B.E/B.Tech in machine design/Aeronautical engg + one year experience			32000
III		Thermal Engineer	1. ECS Simulation 2. Heat Exchanger design and analysis 3. Condenser Simulation 4. Analysis of ECS system based on rig test data	ME / M. Tech in Thermal Engineering / Thermo- fluid	Experience on CATIA , AUTOCAD and MATLAB tools	2	36500
IV		Control Engineer	1. Longitudinal, lateral autopilot control law design 2. Simulator integration activities 3. Functional validation testing	BE/ BTech - Aerospace/ Controls/ Electrical/ Electronics + 1 year experience	Aerospace control design	5	32000
				(or) ME / M.Tech in Aerospace/ Controls/ Electrical/ Electronics			36500
V		Specialist Designer	1. Generation of design manuals, drawing templates, detail design drawings, 2. Guiding the Project Assistants for generation of detail design of FCS, ECS, CPCS, LSS and De-icing systems 3. Responsible for Design Quality	Diploma in Mechanical Engg/Machine Tool Technology 25 + years of experience in Aircraft Design Bureau		2	41000
VI	1	CAD Engineer	2D and 3D CAD modeling, drawing generation & assembly for Mechanical Control System, Circuit Elements using CATIA/CAD tools.	BE/ BTech in Mechanical/Aeronautics / Aerospace + 1 year Experience	Experience on CATIA and AUTOCAD/Draft sight in aerospace domain	7	32000
				(or) M.Tech/ME in Mech/Machine Design /Aeronautical			36500

	2	CAD Engineer	2D and 3D CAD modelling, drawing generation & assembly for Engine test bed structure, using CATIA/CAD tools.	BE/ BTech in Mechanical/Aeronautics / Aerospace + 1 year Experience	Experience on CATIA and AUTOCAD/ Draft sight in aerospace domain	1	32000
				(or)			36500
	3	CAD Engineer	2D and 3D CAD modelling, drawing generation & assembly for aircraft Hydraulic, LG & General systems and test rigs, using CATIA/CAD tools	BE/ BTech in Mechanical/Aeronautics / Aerospace + 1 years	Experience on CATIA and AUTOCAD /Draft sight in aerospace domain	6	32000
				(or)			36500
VII		Control Engineer	Longitudinal, lateral autopilot control law design for aircraft, Flight Simulator integration activities & Functional validation testing	BE/ BTech - Aerospace/ Controls/ Electrical/ Electronics + 1 year experience	Aircraft control design	2	32000
				(or)			36500
		Flight Simulator person	Development of Instructor Station software using VC++ / RTOS	ME / M.Tech in Aerospace/ Controls/ Electrical/ Electronics	1 year in software development in C/C++ or 1 year in Mat lab / Simulink, RTOS	1	32000
				B.E / B.Tech in Computer Science / MCA (or) /B.E/B.Tech in Electronics / Electronics & Communication Engineering/Aerospace			32000
IX		Flight Simulator for Iron Bird	Interfacing of RTTS to Iron Bird HW	B.E / B.Tech in Electronics / Electronics & Communication Engineering/Electrical/ Instrumentation + 1 year experience	1 year in Instrumentation	1	32000
X		Nacelle Detail Designing	2D and 3D CAD modeling, drawing generation & assembly for power plant, fuel & engine fire protection System using CATIA/CAD tools.	BE / B Tech. (Mechanical/ Aeronautical or Equivalent) + 1 years Experience	Experience on CATIA and AUTOCAD/DraftS ight in aerospace domain.	5	32000
				(or)			36500
			2D and 3D CAD modeling, drawing generation & assembly for Engine test bed using CATIA/CAD tools.	ME / MTech in Mechanical (Mechanical/ Aeronautical / Thermal / Design or Equivalent)	Generation of design manuals, drawing templates, detail design drawings		

XI	Tool Design - Composite	Generation of CAD Models and drawings for master models for manufacture of tools for Composite Components of SARAS Mk-2 Generation of CAD Models and drawings for external tools for Composite Components of SARAS Mk-2	BE / B Tech. (Mechanical/ Aeronautical or Equivalent) + 1 years' Experience	Experience on CATIA V5 and AUTOCAD / Draft sight in Tool Design / Aircraft Structures	8	32000
			(or) ME / MTech in Mechanical (Machine Design)/ Aeronautical (Structures)/ Aerospace (Structures)			36500
XII	Door Design Engineer	a) CAD Models and assemblies of SARAS Mk2 Doors structure and linkage mechanism, Fuselage parts, etc. b) Preparation of CAD models of components to meet the stress analysis requirements Generation of part and assembly drawings of SARAS Mk2 Doors structure and linkage mechanism, etc., to meet the DFMA requirements.	BE / B Tech. (Mechanical/ Aeronautical or Equivalent) + 1 years' Experience	Experience on CATIA V5 and AUTOCAD / Draft sight in door Design / Aircraft	3	32000
			(or) ME / MTech in Mechanical (Machine Design)/ Aeronautical (Structures)/ Aerospace (Structures)			Knowledge of kinematics using CATIA V5 is preferable.
XIII	Door Analysis Engineer	a) Generation of Finite Element Models of SARAS Mk2 Doors structure and linkage mechanism, Fuselage parts, etc. and carry out finite element analysis of the same. b) Carry out hand calculation by SOM methods to validate FE results and check the feasibility of design	BE / B Tech (Mechanical/ Aeronautical or Equivalent) + 1 years' Experience	Proficiency in Altair Hyper Mesh, Hyper View and MSC - Nastran	2	32000
			(or) ME / M Tech in Mechanical (Machine Design)/ Aeronautical (Structures)/ Aerospace (Structures)			36500
XIV	Tool Design – Metallic	a) Profound knowledge of Aircraft Tool Design b) Familiarization in Aircraft Jigs and Fixtures Tool Design c) 2D and 3D CAD modeling, drawing generation & assembly using CATIA/CAD tools.	BE / B Tech in Mechanical Engineering + 1 years Experience	CAD skill: CATIA V5 and Auto Cad / Draft Sight	2	32000
			(or) ME / MTech in Mechanical Engineering			36500

XV		Aircraft Bonded Stores Supervisor	<p>1. Overall Management of bonded Stores. Inventory, Maintain the database of Aircraft Raw materials &amp; Standard Parts. Documentation of Records and Stores Manual</p> <p>2. Coordinate with Vendors to get the quotation meeting the Material Specifications.</p> <p>3. Coordinating with outside Agencies for Raw Material and Servicing of Aircraft.</p> <p>Coordinating with Audit Agencies for Bonded Stores Auditing and periodical quality checks of Documents.</p>	Non-Technical Degree + 25 years' experience	Complete knowledge of Storing Aircraft Raw materials and Standard Parts with Documentation to meet the requirements of Aircraft Regulatory Authorities.	1	30900
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XVI	1	Static Testing of Landing Gear	2D and 3D CAD modeling, drawing generation & assembly of test rigs and loading fixtures for static and fatigue test of landing Gear using CATIA/CAD tools.	BE / B Tech (Mechanical/Aeronautical) + 1 years' Experience  OR  ME / MTech in Mechanical/Aeronautical	Experience on CATIA and AUTOCAD/Draft sight in aerospace domain	1	32000
							36500
	2	Static Testing of Landing Gear	Finite Element analysis of Test rig and loading brackets for test rig design clearance	BE / B Tech (Mechanical/Aeronautical) + 1 years' Experience  OR  ME / MTech in Mechanical/Aeronautical	Proficiency in MSC – Nastran and Altair Hyper Mesh	1	32000
							36500
XVII		CEMILAC coordination	Co-ordination among various work centers and sorting out technical issues Keeping track of all the documents within CEMILAC/ RCMA's Keep track of PDCs of CEMILAC / RCMA's activities	BE / B Tech + 1 years' Experience	Scrutinizing the documents such as Technical Specification, Design Reports, Test Schedule, ATP, QTP and Test Reports.	1	32000

XVIII		Specialist Designer (PP & FS)	1. Guiding the Project Assistants for generation of detail design activities; 2. Generation of CAD models, drawing templates, detail design drawings, support during manufacturing	B.E. / B.Tech. in Mechanical Engg/Machine Tool Technology / Production Engineering / Aeronautical engg.	25 years of experience in Aircraft Design Bureau / working knowledge in CATIA or Draftsight or AutoCAD equivalent for aircraft structural detail design.	2	46400
XIX		Specialist Designer	1. Guiding the Project Assistants for generation of detail design activities; 2. Generation of CAD models, drawing templates, detail design drawings, support during manufacturing	Diploma in Mechanical Engg/Machine Tool Technology / Production Engineering / Aeronautical engg	25 years of experience in Aircraft Design Bureau / working knowledge in CATIA or Draftsight or AutoCAD equivalent for aircraft structural detail design.	1	41000
XX		Highly Skilled Technician (Electrical)	1. Electrical wiring and installation for - BMS, Engine Test facility, Master box (PPDS) installation and wiring for Mock up study. Lithium Ion batteries installation, ECS test facility, Iron Bird and PI check facility. 2. Inspection during SARAS PT1N EGRs and Taxi Trials post BMS installation.	ITI (Electrical/ Electronics) with 15 Years of work experience in Aircraft Electrical System	15 years experience in Aircraft Electrical system in the area of wiring and installation	2	27800
		Highly Skilled Technician (Avionics and Fti)	1. Wiring and installation for BMS, Iron Bird and PI check facility. 2. Inspection during SARAS PT1N DGRs and Taxi Trials post BMS installation.	ITI (Electrical/ Electronics) with 15 Years of work experience in Aircraft Avionics and FTI	15 years experience in Aircraft Avionics and FTI wiring and installation.	1	27800

		Highly Skilled Technician (Mechanical)	1. Fabrication and installation of Mechanical items and equipment on SARAS PT1N for BMS and any other modifications. 2. SARAS PT1N EGRs and Taxi Trials post BMS installation at ASTE. 3. Cockpit modification / installation as per MK2 design such as MIP, Switch panel, CB panel, Central pedestal, Rudder pedal and control column and blister fairing installation.	ITI (Mechanical) with 15 Years of work experience in Aircraft Mechanical fabrication installation	15 years' experience in Aircraft Avionics and FTI wiring and installation.	1	27800
		Highly Skilled Technician (Mechanical installations)	fabrication of ducts and installations in Test Rig and in SARAS MK2 fuselage mockup	ITI with 15 experience in Aircraft related fabrication installation	15 years of experience in aircraft assembly and installations.	1	27800
XXI		CAE engineers	1. SOM analysis, Loads analysis, MOS estimation, validation through FE analysis. 2. Stress analysis report generation for airworthiness	BE / B Tech (Mechanical/Aeronautical or equivalent ) + 1 years' Experience	Proficiency in Altair Hyper mesh, Hyper view and MSC-Nastran	3	32000
				(or)			
				ME / MTech in Machine Design/Aeronautical (Structures)/Aerospace (Structures)			36500



XXII	CAD engineers	To generate 2D and 3D CAD model of the Iron Bird frame structure	BE / B Tech (Mechanical/Aeronautical or equivalent ) + 1 years' Experience	working knowledge of CATIA, surface modelling. Weld and fastener design by SOM approach. Knowledge of FEA tools is desirable(Draftsight/AutoCAD)	5	32000
			(or)			36500
			ME / MTech in Machine Design/Aeronautical (Structures)/Aerostapce (Structures)			
XXIII	Highly Skilled Technicians	Support for FTI activities, rectification of snags of FTI activities.	Diploma in Electronics and Comm. Engg. + 10 years' Exp	Experience in aircraft-level instrumentation, cable loom preparation, calibration of sensors, Data Acquisition Unit and laboratory testing of FTI LRU's etc.	1	27800
XXIV	CAD engineers	CAD models and drawings for Door structure, linkage mechanism, fuselage parts	BE / B Tech (Mechanical/Aeronautical or equivalent ) + 1 years' Experience	Experience on CATIA and AUTOCAD/Draft sight in aerospace domain.	4	32000
			(or)			
			ME / MTech in Machine Design/Aeronautical (Structures)/Aerospace (Structures)			36500
XXV	Specialist Design Office (Drawing Checking)	Checking engineering detail design drawings for drawing standards, manufacturability, assembly, drawing templates, support during manufacturing	Diploma in Mechanical Engg/Machine Tool Technology / Production Engineering / Aeronautical engg	15 years of experience in Aircraft Design Bureau / working knowledge in CATIA or Draft sight or AutoCAD equivalent for aircraft structural detail design.	3	41000
			(or)			
			B.E. / B.Tech. in Mechanical Engg/Machine Tool Technology / Production Engineering / Aeronautical engg.			46400

XXVI		Avionics, Electrical system design and testing	Checking engineering detail design drawings for drawing standards, manufacturability, assembly, drawing templates, support during manufacturing	B.E./B.Tech. in ECE/Telecommunication s/ Instrumentation + 1 year experience minimum	Experience on design, development and testing of electronic systems involving embedded hardware	2	32000
			Checking engineering detail design drawings for drawing standards, manufacturability, assembly, drawing templates, support during manufacturing	B.E./B.Tech. in Aeronautical/ Mechanical/ ECE/ E&E /Instrumentation + 1 year experience minimum	Experience on CATIA V5 / AUTOCAD for 2D routing drawings / 3D modelling of electrical 3D parts	1	32000

**Note:** Details of manpower illustrated in **some of the rows above are interchangeable** (BE/B.Tech and ME/M.Tech **OR** Diploma and B.Tech) in consultation with the end user division and final monthly bill will be honoured according to the qualification of actual manpower provided. **The bidders while filling the BoQ, should take note of maximum remuneration** mentioned at each of those rows where there are two types of qualification to avoid any disputes. The lowest bidder would be based on the lowest price so arrived. However, the actual payment would be as per the actual deployment of manpower.

#### **4.18 VALIDITY OF TENDER:**

The Tender for the work shall remain open for acceptance for a period of **Ninety (90) days** from the date of opening of Technical Bid.

#### **PERFORMANCE SECURITY:**

- 4.19 The successful bidder should submit Performance Security within 14 days of award of contract in the form of an Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form in favour of Director, NAL, Bengaluru for an amount of Rs 12,80,000/- (Rupees Twelve lakh and eighty thousand only) which should be valid during the currency of the contract period with a grace period of 2 (two) months. The Performance Security shall be returned only on satisfactory completion of the contract.
- 4.20 After termination / expiry of the contract, the Performance Security held by CSIR-NAL will be released to the contractor within a period of two months subject to realization of dues, if any to be made from the contractor.
- 4.21 CSIR-NAL shall have unqualified option to forfeit the Performance Security if the contractor failed to carry out the services as per the terms and condition of the contract without prejudice to other rights and remedies available to CSIR-NAL. Any sum of outstanding dues against the Contractor including any amount on acceptance and liquidated damages shall be recovered from the Performance Security. CSIR-NAL shall also have the rights to forfeit or appropriate towards the damages or losses that may be sustained by CSIR-NAL due to any act / commission or defaults by the Contractor.

#### **4.22 PERIOD OF CONTRACT**

The Work Package Contract shall be valid for a period of **1 (ONE) year** from the date of commencement of the contract subject to review of performance. However, there is also a provision to extend the WPC for a period of six months beyond the period of one year with same rate per month and terms & conditions. In case of any additional requirement of personnel due to changes in the Work package, the Agency should be able to deploy the additional personnel on same terms and conditions.

#### **GOODS & SERVICES TAX (GST)**

- 4.23 The service covered by this contract falls under the scope of GST and the Contractor shall be fully responsible for meeting all the statutory obligations in respect of GST. The copy of GST Certificate should be submitted along with first invoice or monthly bill failing which the payment of GST may not be done. The GSTIN of CSIR-NAL and the Bidder must be mentioned on each invoice / bill.
- 4.24 Penalties, interest etc., if any, levied by statutory authorities on account of non-compliance of provision of GST shall be borne by the contractor and no request shall be entertained in this matter.
- 4.25 If the successful bidder who is awarded the contract fails to file GST return on time and deposit ESI/EPF/Other statutory levies in time, shall result in termination of the contract and blacklisting of the Agency.

#### **4.26 TAXES & OTHER CHARGES**

Income Tax or any other taxes as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Contractor and requisite TDS certificate shall be issued.

#### **PAYMENT**

- 4.27 No advance payment shall be paid to the contractor. However, the Contractor shall submit his / her monthly bills in duplicate for necessary payment.
- 4.28 CSIR-NAL shall make payment within 30 days from the date of receipt of bills in order by electronic payment through NEFT/RTGS etc.
- 4.29 In the event of any dispute on this account, the decision of CSIR-NAL shall be final and binding on the Contractor.

#### **CONTRACTORS OBLIGATIONS & LIABILITIES**

- 4.30 The contractor shall at his own cost maintain sufficient number of experienced manpower. The requirement of number of personnel to be deployed indicated may change at the Divisions at any time during the period of contract. The services to be provided under this contract have to be performed with utmost care, diligently and without causing any damages to the properties of the Laboratory.
- 4.31 The contractor shall comply with the provisions of Labour laws, Employees Provident Fund & Misc. Provisions Act and ESI Act as applicable during the entire period of contract including extension, if any.
- 4.32 The contractor will comply with / obey /abide by the provisions of the Labour laws which are in force such as contract Labour ( Regulation and Abolition) Act 1970, contract Labour (Regulation and Abolition) Central Rules 1971, workmen's compensation Act 1923, Child Labour (Prohibition and Regulation) Act 1986, Minimum Wages Act, 1948, Minimum Wages (Central) Rules 1950, Payment of Wages Act 1936, Employees Liability Act 1938, or the modifications thereof or any other laws relating thereto and the rule made thereunder and their amendments made from time to time.
- 4.33 The contractor shall indemnify and keep indemnified CSIR-NAL against payments to be made under and for the observance of the laws aforesaid and the CSIR-NAL Contractor's Labour Regulations with prejudice to his right to claim indemnity from his sub-contractors.
- 4.34 The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- 4.35 The Manpower engaged and deployed by the Agency are the employees of the Agency and as such they have no right to claim any compensation or regular appointment in CSIR-NAL whatsoever. The agency while deploying their manpower has to obtain an undertaking from their personnel in the prescribed format on the above lines and submit the same to the Laboratory before their deployment along with the list of manpower deployed by the Agency. The format shall be provided by CSIR-NAL to the successful Tenderer.
- 4.36 Bonus to be paid to the personnel deployed by the Agency once in a year as per Government Act wherever it is applicable.

- 4.37 The Agency authorized Supervisor (himself or his supervisor) shall present himself at the site for supervision and execution of the work during working hours at no cost to CSIR-NAL. The name, age, qualification etc., of the supervisor so deployed should be intimated to Sr CoA in writing.
- 4.38 In case of any damage caused to the property / equipment of the Lab. by the deployed Manpower of the Agency, the value of the damage, as assessed by the Officer deputed by the Director, CSIR-NAL for the purpose, shall be recovered from the Agency claim bill after due notice.
- 4.39 The Agency should ensure safety of Manpower deployed by them during the execution of the work at the Laboratory. If any of their Manpower happens to meet with any accident, injury or loss of life etc., the responsibility for payment of compensation under applicable Acts rests with the Agency and this Laboratory will be free from all such encumbrances.
- 4.40 The Agency to whom the Work Package Contract has been entered into should obtain necessary license from the Assistant Labour Commissioner (Central) within one month from the date of entry of the Contract and submit a copy of the same to the Laboratory, failing which, no payment will be released until submission of license copy.
- 4.41 The Agency's Manpower should strictly follow the security rules of this Laboratory, when they are at work in the Laboratories' premises.
- 4.42 The Agency shall be responsible for making payments to their personnel in accordance with Labour Legislatures like Minimum Wages Act (Central), Payment of Wages Act etc. For any violation, Agency will be held responsible and any liability arising on account of this will be recovered from the Agency.
- 4.43 The Agency shall ensure that their Manpower engaged and deployed at Divisions shall maintain decency and decorum while carrying out the assigned tasks in the concerned Division of the Laboratory.
- 4.44 All the Manpower engaged and deployed by the Agency in the Divisions shall be issued the necessary identity cards by the Agency and their Manpower should wear the ID card and strictly comply with the security regulations while working in the laboratory premises.
- 4.45 In case any of the Manpower deployed by the Agency is leaving in the middle of the month, Contractor shall give one month advance intimation to the Head of Division and replacement deployment should be ensured.
- 4.46 The Agency shall ensure that their Manpower engaged and deployed in CSIR-NAL at the Divisions are paid only through their Bank Accounts and their payment shall be made by 7<sup>th</sup> of every month and if 7<sup>th</sup> happens to be a holiday; it should be paid on the previous day. CSIR-NAL shall make payment within 30 days from the date of receipt of bills in order in all respect along with all relevant documents in original. However, the Agency should be able to pay the wages at least for a period of two months without waiting for receipt of payment against their bill by CSIR-NAL.
- 4.47 The Agency is responsible to maintain the Statutory Book of Accounts, Registers, Records and Files of Returns such as (1) Form A – Format of Employee Register,

(2) Form B – Format for Wage Register, (3) Form C- Format of Register of Loan/Recoveries and (4) Form D- Format of Attendance Register as prescribed in the Gazette Notification dated 21.02.2017 from Ministry of Labour, Gol under the Rule 2(1) of Labour Laws, 2017 and shall produce the same on demand to the official authorized by the Director, CSIR-NAL and for the inspection by statutory authorities like EPF Commissioner, ESI Commissioner, Labour Commissioner and GST authorities etc.

### **ARBITRATION**

- 4.48 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.
- 4.49 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.
- 4.50 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.

### **FORCE MAJEURE**

- 4.51 A 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.

### **TERMINATION OF CONTRACT**

- 4.52 The contract can be terminated by either party by giving two months notice. However, if the services of the Agency is 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 facility until the CSIR-NAL makes alternate arrangements thereof and informed the contractor accordingly.
- 4.53 CSIR-NAL may also give return 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.
- 4.54 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.

- 4.55 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.

**4.56 SUBLETTING OF CONTRACT**

Subletting in any form is not permissible.

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

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

**CONTRACT AGREEMENT**

- 4.58 All Terms & Conditions of the tender/NIT as mentioned in Section-I to IV and Award letter placed on successful bidder or any other relevant letter, shall form the part of the agreement to be made with the CSIR-NAL.

- 4.59 The contract agreement shall be executed on a non-judicial Stamp Paper of value Rs 200/- as per CSIR-NAL format within one month from the date of award of contract and cost of the same shall be borne by the Contractor.

Date: Signature of Bidder / Authorized Signatory(with Company Seal)

**(To be submitted in Technical bid)  
(To be submitted on Bidder's Letter Head)  
UNDERTAKING-CUM-DECLARATION**

**Name of work: Work Package Contract to support design activities of 19-seat SARAS Mk2 aircraft project at CSIR-NAL, Bengaluru**

Tender No: **CSIR-NAL/WPC-19 SEAT SARAS Mk2/2023/S-VI**

I / we hereby certify that I / we have read the entire terms and conditions of the tender document which shall form part of the contract agreement and I /we shall abide by all the conditions / clauses contained in its entirety for the above works.

1. I / We do hereby declare and state that none of my/our near relatives is posted in CSIR-NAL as officer responsible for award and execution of this particular tender/work and that no employee of CSIR-NAL is a Director / Proprietor / Partner or holding any other post in my/our Firm/Company. I / We further undertake to intimate the names of persons, if any who are working with me / us in any capacity or are subsequently employed by me / us and who are near relatives to any officer in CSIR-NAL.
2. I/We do hereby declare that Shri/Smt/Dr.....  
Designation..... is my close relative and working in .....division of CSIR-NAL.
3. I / We do hereby declare and state that our Firm / Company has not been blacklisted / debarred by CBI / CVC / CSIR-NAL or any Department of Govt. of India / State Govt/PSUs/Corporation.
4. I / We do hereby declare and state that our Firm / Company is not under liquidation, court receivership or similar proceedings and is not bankrupt.
5. I / We do hereby declare that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
6. I / We do further declare and state that all the above information given by me/us is true to the best of my/our knowledge and in case if it is found to be false / incorrect, CSIR-NAL shall have the absolute right to take any action as deemed fit / without any prior intimation to me/us.

Date: \_\_\_\_\_ Signature of Bidder / Authorized Signatory(with Company Seal)

**Note:** Strike out whichever is not applicable



**FORMAT OF INTEGRITY PACT**  
**INTEGRITY PACT**

**Tender No.:**

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by \_\_\_\_\_ hereinafter referred to as "The Principal".

And .....herein referred to as "The Bidder/ Contractor."

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

**Section 2 – Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or

understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) **The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.**

### **Section 3 – Disqualification from tender process and exclusion from future Contracts**

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the Bid securing declaration form.

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in tender document.

### **Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors**

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate

its provisions.

## **Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors**

- (1) If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Section 8 - Independent External Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A), CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

**Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & On behalf of the Principal)  
(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place.....

Place.....

Date.....

Date.....

Witness 1:(Name & Address): \_\_\_\_\_

Witness 2:(Name & Address): \_\_\_\_\_

**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.

BOQ

Tender Inviting Authority: The Director, CSIR-NAL, Bengaluru-560017  
 Name of the Work Package Contract to support design activities of 19-seat SARAS Mk2 aircraft project at CSIR-NAL, Bengaluru  
 Contact No: 080 2508 6047 E-mail: [simachaldash@nal.res.in](mailto:simachaldash@nal.res.in)

**TENDER NO: CSIR-NAL/WPC-19 SEAT SARAS Mk2/2023/S-VI**

<b>Name of the Bidder/ Bidding Firm / Company :</b>							<b>Quotation No. &amp; Date:</b>				
<b>PRICE SCHEDULE</b>											
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns (only cells coloured in Blue) , else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only ). Currency has a drop down menu to select appropriate denomination.</b>											
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	TEXT	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Currency INR / Other	Rate per month	GST / IGST in Percentage Only	HSN ( Harmonised System of Nomenclature)	TOTAL Taxes	Total amount without taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	12	13	14	42	52	53	54	55
1	Work Package Contract to support design activities of 19-seat SARAS Mk2 aircraft project at CSIR-NAL, Bengaluru (Details as per tender document)	1	Nos	INR				0	0	0	INR Zero Only
<b>Total in Figures</b>		<b>By filling the above details, Party agreed that they will abide by the Code of Integrity from PublicProcurement.</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Figures</b>		<b>Select</b>		<b>0.00</b>							
<b>Quoted Rate in Words</b>		INR Zero Only									

**THIS PAGE IS FOR REFERENCE ONLY AND NOT TO BE FILLED**

## CHECK LIST

While bidding, the bidder is required to upload the following documents on CPPP in:

### Technical Bid

1	Scanned copy of Bid securing Declaration Form	Yes / No
2	Scanned copy of UDYAM registration certificate(for MSE) /Startup registration certificate (for startup)	Yes / No
3	Scanned copy of the Establishment Registration Certificate No/License No of the agency	Yes/No
4	Scanned copy of ESIC Registration certificate	Yes / No
5	Scanned copy of EPF Registration certificate	Yes / No
6	Scanned copy of GST Registration Certificate	Yes / No
7	Scanned copy of PAN Card	Yes / No
8	Scanned copy of Proof of Address of Bengaluru Office (Like GST Reg., Trade License, Rent agreement of office etc.)	Yes / No
9	Scanned copy of Income Tax returns for last 3 years	Yes / No
10	Scanned copy of Present clientele list and performance certificate	Yes / No
11	Scanned copy of Work Order/ Completion Certificate with value of the contract	Yes / No
12	Turnover of more than Rs 1.28 crores per annum Scanned copy of Balance Sheets along with Profit & Loss Account Statement for the Financial Year - 2019-20,2020-21 & 2021-2022	Yes / No
13	Scanned copy duly signed with company's seal, as per Annexure-A.	Yes / No
14	Signed and scanned copy of Scope of work	Yes / No
15	Duly filled, signed and scanned copy of Integrity pact	Yes / No

### Financial bid/BoQ

1	The bidder to upload BOQ in Financial Bid	Yes/No
2	Working sheet of arriving the Work package rate	Yes/No

Date:

Signature of Bidder / Authorized Signatory(with Company Seal)