



सी एस आइ आर- राष्ट्रीय वांतरिक्ष प्रयोगशालाए,  
बेंगलूरु-560 017,  
**CSIR-NATIONAL AEROSPACE LABORATORIES**  
**KODIHALLI, BENGALURU- 560 017**

**E - Tender**

**Name of the work:**

**Supplying of Drinking Water by Water Tanker at Kodihalli campus,  
NAL, Bengaluru.**

**NIT NO: NAL/17/ EBU-KH/2023-24**

Estimated Cost	Rs 36,00,000.00 (market rates including 18% GST)	
Earnest Money Deposits	Rs 72,000.00	
Tender Fee	500.00 (Non-refundable & non-transferable)	
Time period for completion	Six (06) Months	
Publish Date	<b>30<sup>th</sup> Apr 2024</b>	<b>15:00 Hrs</b>
Sale Start Date	<b>30<sup>th</sup> Apr 2024</b>	<b>15:00 Hrs</b>
Bid Submission Start Date	<b>30<sup>th</sup> Apr 2024</b>	<b>15:00 Hrs</b>
<b>Bid Submission End Date</b>	<b>07<sup>th</sup> May 2024</b>	<b>15:00 Hrs</b>
<b>Bid Opening Date</b>	<b>08<sup>th</sup> May 2024</b>	<b>15:00 Hrs</b>



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बेंगलरू- 560 017



**CSIR-NATIONAL AEROSPACE LABORATORIES  
KODIHALLI, BENGALURU - 560 017**

**NAME OF THE WORK: - Supplying of Drinking Water by Water Tanker  
at Kodihalli Campus, NAL Bangalore.**

THIS DOCUMENT CONTENT OF:

SI No	Description	No. of Pages
1.	Contents Notice Inviting E - Tender Articles of agreement, Special Conditions,	1-14
2.	Priced Schedule of Quantities {BOQ.xls} as uploaded separately.	

Note: Tenderer should confirm that they have downloaded all the above papers.



## CONTENTS

- I. NOTICE INVITING TENDER**
- II. ARTICLES OF AGREEMENT**
- III. SPECIAL CONDITIONS – I**
- IV. PERFORMANCE GUARANTEE**



## 1. Notice Inviting Tenders

1. Controller of Administration invites the item rate online tender (E-tender) on behalf of The Director, CSIR- NAL for the work of **Supplying of Drinking Water by Water Tanker at Kodihalli Campus, NAL Bangalore.**

The tenderers are required to produce proof of fulfilling these conditions along with latest Income tax clearance certificate/ Income Tax return, PAN and proof of GST. The tenderer shall bid the tender through <https://etenders.gov.in/eprocure/app>. The estimate cost of each work out in the tender will be based on prevailing market rates & CPWD DSR 2023 including 18% GST.

- a. **Experience:** Should have carried out similar experience in the field.
- b. **Statutory Requirements:** Should have valid (i) GST Registration, (ii) PAN, (iii) Current Income Tax Return if the firm carried out the works other than Govt. organization.
- c. **Time Schedule for Tender:**

Sl. No.	Particulars	Date	Time
i.	Tender e-Publication date	30.04.2024	15.00 Hours
ii.	Document download start date	30.04.2024	15.00 Hours
iii.	Bid Submission start date	30.04.2024	15.00 Hours
iv.	Bid submission end date	07.05.2024	15.00 Hours
viii.	Bid Opening date	08.05.2024	15.00 Hours



The tender documents can be downloaded from Central Public Procurement (CPP) Portal <https://etenders.gov.in/eprocure/app> and the bids are to be submitted through the same E- Procurement portal only. **Manual / Offline bids will not be accepted.** The scanned copy of the Tender fee, Demand Draft towards EMD, Tender acceptance letter and other relevant documents as specified are to be uploaded through the above said E-Procurement Portal for the specified work.

**Important particulars for this Tender Process are as follows:**

2. Estimated cost is 36,00,000/- (**Thirty Six Lakhs only**). The estimated cost work in the tender based on the prevailing market rates & CPWD DSR2023 including 18% GST.
3. Time for carrying out the work will be **Six (06) months** and the date of commencement shall be reckoned from the tenth day of issue of award letter.
4. Complete Contract documents can be seen at the e-Tendering Portal <https://etenders.gov.in/eprocure/app> and this is to be complied by the tenderer whose tender is accepted.
5. Tenders should be submitted on the specified form (Non-transferable & non-editable) which is available at <https://etenders.gov.in/eprocure/app>. Interested bidders may download the NIT, tender document, scope of works, financial bid etc., and participate in the bidding process after going through all the documents carefully.
6. The Scanned Copy of Demand drafts as EMD (as applicable) and self-certified documents support the eligibility participation in the specified work are to be uploaded through the portal as mentioned below.

		<b>Documents to be uploaded by the Bidder.</b>	
Sl.No	Cover Details as given in CPP website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> . (all copies must be digitally signed)		
1	Fee Details (.pdf)	i) Scanned Copy of Demand draft of Tender fee	
		ii) Scanned Copy of Demand draft of Earnest Money Deposit	
	a) Credential	i) Work order & completion certificates as per requirement.	
	b) Statutory Documents	Scanned Copies of all Statutory Documents as Mentioned in 1. in <b>SL. No. (1 c) at Pg. No.2</b>	
	c) Tender Documents (.pdf)	i) Notice Inviting Tender	
		ii) Tender Document (.pdf)	
iii) Scanned copy of 'Letter of undertaking' duly signed by the bidder in the company's Letter Head.			
	iv) Scanned copy of 'Letter of tender document acceptance' duly signed by the bidder in the company's Letter Head.		
	d) Check List (.pdf)	i) Scanned copy filled checklist	
2	Finance (.xls)	Bills of Quantity (.xls) <b>[**The rates shall be inclusive of applicable GST and other levies as applicable as on date]</b>	



7. **Earnest money**

- a. The Earnest money amounting to **72,000.00 (Rupees Seventy Two Thousand only)** as demand draft / Bankers Cheque of a schedule bank and drawn in favour of **The Director, CSIR – National Aerospace Laboratories, Bengaluru – 560017.** The scanned copy of the demand draft / Bankers Cheque should be uploaded as required.
- b. The original demand draft / Bankers Cheque drawn towards tender fee and EMD shall have to reach on or before opening date of the bid (**i.e. 08.05.2024**) to the following address:  
The Controller of Administration,  
CSIR – National Aerospace Laboratories,  
P.B No: 1779, HAL airport road,  
Kodihalli, Bengaluru – 560017.
- c. The bidder can also make the payment of tender fee (non-refundable & non-transferable) & EMD through **ONLINE** mode
- d. The bidder can make payment through NEFT/RTGS the tender fee and EMD from any scheduled Bank(s)
- e. In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder shall have to make payment to CSIR-NAL account. The details of bank mandates is as at **page no. 8** and bidder has to furnish online, the UTR Remittance Number (s) before submission of bid. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CSIR - NAL account before submission of bid.
- f. It may be noted that even if the payment of tender fee (non-refundable) & EMD is made by the bidder either by online or offline well within the last date and time for bid submission, but not received by CSIR - NAL within the specified period for any reason(s) whatsoever then the bid will not be accepted.
- g. **Only EMD will be refunded back to the unsuccessful bidder. The tender fee will not refundable.**
- h. **In consideration of CPWD OM no. DG / MAN / Misc / 10 dated 27.06.2017 no relaxation is admissible in submission of EMD by MSME registered Contractors.**

8. The Organization does not bind itself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender and the tenderer is bound to perform the same at the rates quoted.

The Organization also reserves the right, without being liable for any damages or obligation to inform the tenderer, to:

- a. Amend the scope and value of contract to the tenderer
  - b. Reject any or all the applications without assigning any reason
9. Canvassing in connection with the tender is prohibited and any bidder after submission of the tender resorts to canvassing, such bids are also liable for rejection.

The tenderer is not permitted to tender for works in the concerned unit of CSIR in which a relative is working in the level of Controller of Administration up to Junior Engineer, (both inclusive). The bidder is also required to intimate the names of persons who are working with him in any capacity or subsequently employed by him and who



are relatives of the level as mentioned above.

**NOTE:** A person shall be deemed to be a relative of another if, and only if, (a) they are members of Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to the other in the following manner: Father, Mother (including Step mother), Son (including step son), Sons wife. Daughter (including step daughter), Father, Son's son, Son's wife, Son's daughter, son's Daughter's husband, Daughter's husband, Daughter's son's wife, Daughter's daughter, Daughter's daughters husband, Brother (including step brother), wife, Sister (including step sister). Sister's husband.

11. Tender submitted shall remain valid for **90 days** from the date of opening for the purpose of acceptance and award of work, validity beyond **90 days** from the date of opening shall be by mutual consent.
12. The tenderer should see drawings and in case of doubt, obtain required particulars, which may in any way influence his tender as no claim whatsoever will be entertained subsequently for any alleged ignorance thereof.
13. Before tendering, the tenderer shall inspect the site to fully acquaint himself about the condition with regard to accessibility of site, nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools and plants (T & P) etc., conditions affecting accommodation and movement of Labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Organization in any circumstances.
14. **Forfeiting of EMD**
  - a. If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance or work order, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the Organization, then the employer shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money.
  - b. If the bidder fails to furnish the prescribed performance guarantee within the prescribed period, 100% of the earnest money will be forfeited.
  - c. In case the tenderer fails to commence the work specified in the tender documents or in such time period as mentioned in the letter of award or after the date on which organization issues written orders to commence the work or from the date of handing over of the site, whichever is later, the Organization is at liberty to forfeit whole of the earnest money.
  - d. If only a part of the work as shown in the tender is awarded, and the bidder does not commence the work, the proportionate earnest money with respect to cost of work so awarded will be forfeited. In case of forfeiture of earnest money as above, the tenderer shall not be allowed to participate in re-tender of the work.
15. **Refund of EMD.**
  - a. If EMD is paid by the bidder through online mode (Direct Debit / NEFT / RTGS) then the EMD of rejected or unsuccessful bidders will be refunded directly to the account, from which it was received (except in the cases where EMD is to be forfeited).  
**Therefore, the bidder shall have to upload the scanned copy of bank mandate as shown at page no.9**

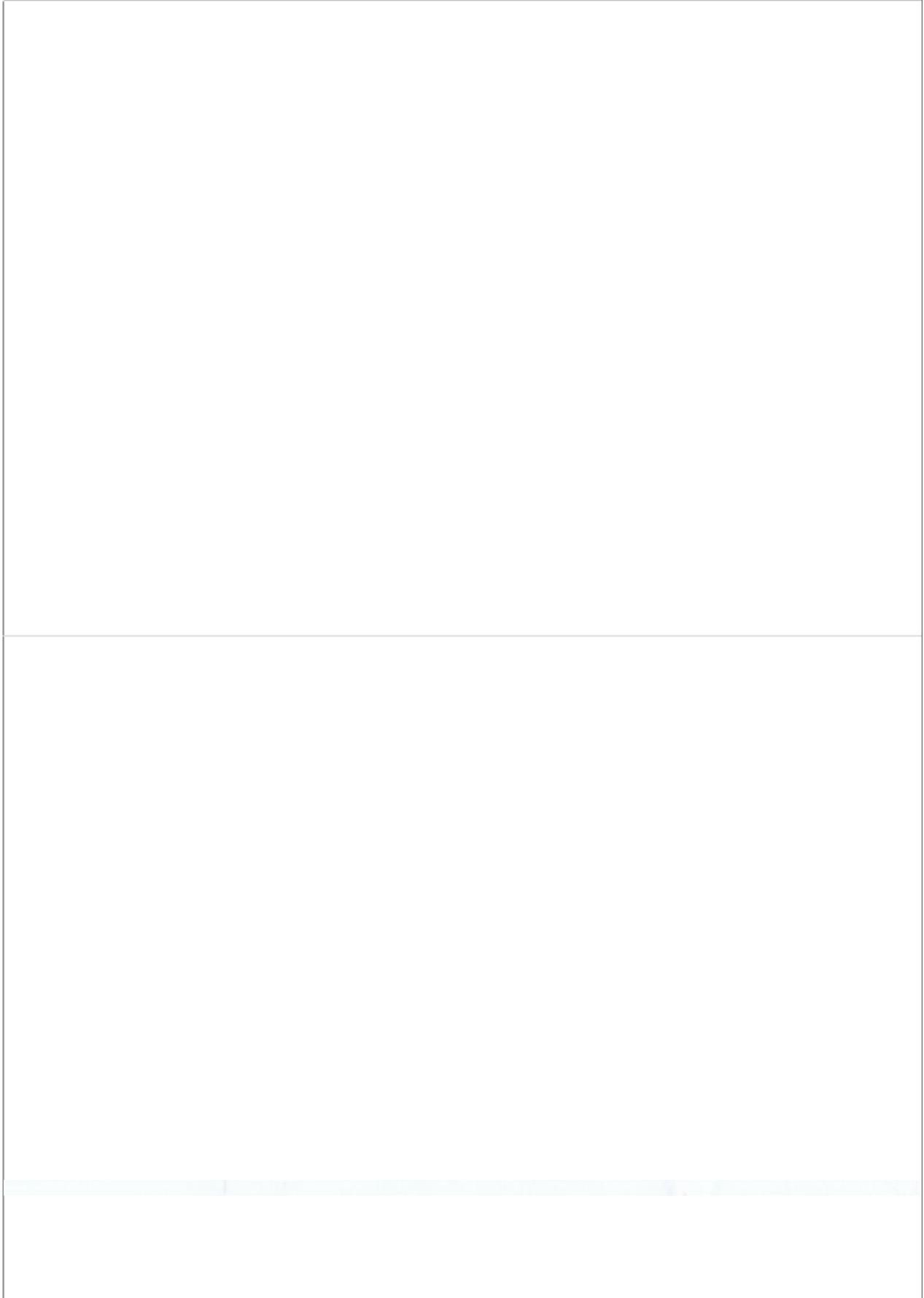


- b. No claim from the bidders will be entertained for non-receipt of the refund to any account other than the one from where the money received.
  - c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
  - d. In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless the department forfeits it.
  - e. If the bidder withdraws his/her bid online (i.e. before the last date of submission of tender) then his/her EMD will be refunded automatically after opening of the tender.
  - f. The EMD of successful bidder will be retained by CSIR - NAL and will be adjusted to Security Deposit.
16. The tenderers who desire to rebate, the same should be clearly indicate separately in the covering letter and upload the scanned copy of the same along with the tender.
17. Some of the provisions of General Conditions of Contract are given below. Interpretation however shall be as given in the General Conditions of Contract.
- a. **Minimum Value of Work for the Intermediate Certificate: 6,00,000/- (Rupees Six Lakh only).** Intermediate certificate for a lesser amount can be admitted for payment at the discretion of the Engineer.
  - b. **Performance Security:**
    - a. The contractor is required to deposit an amount equal to 5% of the tendered value of the contract as Performance Guarantee within the period prescribed for commencement of work in the letter of award issued.
    - b. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that. In case the time for completion of work gets enlarged / extended, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged extended time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
    - c. The performance guarantee in the shape of BG as per the format or Bankers cheque / Demand draft / Fixed Deposit Receipts (FDR) in the name of The Director, CSIR National Aerospace Laboratories Bengaluru and these deposits shall be interest free.
    - d. Time allowed for submission of performance guarantee will be seven (07) days from the date of issue of letter of acceptance and maximum allowable extension with late fee @ 0.1% per day of performance guarantee amount (non-refundable) by another seven (07) days only.
  - c. **Rates quoted by contractor shall including GST and other statutory levies /taxes.**  
**Clause No. 6 (a) of GCC shall be read as:**  
Rates quoted by the contractor shall include GST and all other taxes in respect of



this contract. The employer shall not entertain any claim whatsoever in this respect. However pursuant to the constitution (Forty sixth Amendment) Section 14 of Central GST and Service Tax Act, 2017 (12 of 2017) if any further tax or levy is imposed by statutes, after the date of receipt of tenders and the contractor there upon necessarily and properly pays such taxes / levies the contractor shall be reimbursed the amount as per the rules on producing proof of payment so made provided such payments, if any, is not in the opinion of the Employer (Whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor.

**The contractor shall quote their rates inclusive of all taxes and applicable levies for the above work as required.**





**Details of bank mandate to be filled by the bidder & upload the scan copy.**

All payments to Contractors / Bidders will be made by e-payment mode namely 'Electronic Clearance System (ECS) National Electronic Fund Transfer (NEFT) / Real Time Gross settlement (RTGS) /Net Banking by direct credit to their account.

As State Bank of India (SBI) is the Banker for Council of Scientific & Industrial Research (CSIR) and National Aerospace Laboratories, it would be convenient for the institute to make e-payment through this bank.

Therefore, all the Contractors / Bidders are required to furnish all relevant details of their bank account along with the bid documents.

<b>Sl. No.</b>	<b>Particulars</b>	<b>To be filled by Bidder</b>
i.	Name / Firm of the Bidder	
ii.	Address of the bidder	
iii.	Banking Account No	
iv.	Type of account	
v.	Name & Branch of the Bank	
vi.	Address of the Bank	
vii.	Branch Code	
viii.	IFSC Code	
ix.	MICR Code	

(To be signed by the owner / Proprietor / Partner of the firm Only with Stamp / Seal)



## II ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MADE AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN the Council of Scientific & Industrial Research, New Delhi, a society registered under the Societies Registrations Act 1860 (Hereinafter referred to as the Employer, which expression shall include its successor and assignees and authorized officers of the Society) of the one part and \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ (herein after referred to as the contractor(s) which expression shall include his/ their respective heirs, executors, administrators and permitted assignees) of the other part.

WHEREAS the Employers is desirous of getting the work of .....done and has caused drawings, schedule of Quantities and Specifications describing the work to be prepared.

AND Whereas the said specifications and the schedule of quantities and other documents have been signed by on behalf of the parties.

**Now it is hereby agreed and declared by and between the parties hereto as follows:**

1. In consideration of the payments to be made to them as hereinafter provided the Contractor shall upon and subject to the conditions hereinafter contained executed and complete, the work at the rates specified in the attached schedule of quantities and with such materials as are provided for and in accordance in all respect with specifications, designs, drawings and instructions in writing. Time for carrying out the work will be.....and the date of commencement be reckoned from the **tenth day** of issue of award letter.
2. The Employer shall pay to the Contractors such sum as shall become payable hereunder at the items and in the manner specified in the said conditions.
3. This agreement contains the following documents in addition to pages of Articles of Agreement.
  - (i) General Conditions of Contract Page No \_\_\_\_\_ to \_\_\_\_\_.
  - (ii) Special Conditions Page No \_\_\_\_\_ to \_\_\_\_\_.
  - (iii) Additional Conditions Page No \_\_\_\_\_ to \_\_\_\_\_.
  - (iv) Indenture for Secured Advance Page No \_\_\_\_\_ to \_\_\_\_\_.
  - (v) Original tender document along with the covering letter of the firm dated Page No: 1 to \_\_\_\_\_.
  - (vi) \_\_\_\_\_ .
  - (vii) \_\_\_\_\_ .
  - (viii) \_\_\_\_\_ .



In witness whereof the parties hereto have set their respective hands the day and year in above written.

Signed by, for and on behalf of Employers \_\_\_\_\_

In the presence of

(1) \_\_\_\_\_ (2) \_\_\_\_\_.

Signed by the said contractor

In the presence of

(1) \_\_\_\_\_ (2) \_\_\_\_\_.



### III SPECIAL CONDITIONS – I

1. These special condition are meant to amplify the general specifications and general conditions of contract.
2. The supply of water will be on Actual requirement basis only. (Minimum 05 Loads (6000 ltrs / per day to Maximum 20 Loads (6000 ltrs/ Per day).
3. The bidder should have tanker (Inside EPI coated) with a capacity of 6000 lit or more for transportation of water.
4. The tanker water supplied to NAL shall satisfy all the quality parameters of potable fresh water. If there is any doubt in the quality of water by NAL, the contractor has to collect the samples and to be tested in a reputed Government authorized laboratory and to submit the test result at contractors own cost.
5. CSIR-NAL reserve the rights to forfeit the security deposit during the validity of supplier if there is any breach of service/contract from the service provider viz, non supply of water in time, non supply of good quality Portable water, less quantity of water in tanker etc.,
6. The bill for water supply will be raised on monthly basis by the supplier to the employer/NAL with invoice, trip sheet etc and duly certified by authorized representative of CSIR-NAL.
7. CSIR-NAL will reserve rights to terminate the contract/service by giving a notice of one month to the supplier, in case of service is found unsatisfactory or any other reason.
8. Water shall have to be supplied on urgent basis at short notice, as and when required, within two hours of receiving the telephone order.
9. The acknowledgement of trips shall be signed by the authorized department representative. Original trip sheet to be handed over to the departmental representative
10. The supplier has to maintained trip sheet in triplicate for the supply. The quantity of water will be assessed from Water meter readings fixed at the inlet pipe after unloading the water into a sump.



#### IV PERFORMANCE GUARANTEE

To

Council of Scientific and Industrial Research

In consideration of Council of Scientific and Industrial Research (hereinafter) called "The Council" having awarded to M/s \_\_\_\_\_

\_\_\_\_\_ a Company registered under the Companies Act 1956 (hereinafter) called the Contractor, a contract for (hereinafter) called the said contract under the terms and conditions of an Agreement dated- made between the Council and the 'Contractor hereinafter called the said agreement and Council agreed to accept the Council and the Contractor as herein provided for Rs..

\_\_\_\_\_ (Rupees

\_\_\_\_\_ only) from a Scheduled Bank towards due performance of the contract by the Contractor as per the terms and conditions of the contract on the condition that the Bank on demand from the Council and without demur pay to the Council the aforesaid amount.

2. We, \_\_\_\_\_ Bank Ltd., (hereinafter referred to as the 'bank' do hereby undertake to pay to the Council and amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Council by reasons of any breach or breaches of any of the terms. of condition of the said agreement by the said contractor.

3. We, \_\_\_\_\_ Bank Ltd., do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Council by stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Council for reasons of any breach by the said contractor(s) of any of the terms conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

4. This guarantee shall come into force immediately and continue in force and remain valid till six months after the completion of all works under the said contract which according to the terms of the said contract, should be six months from the probable date of completion viz., the \_\_\_\_\_ day of \_\_\_\_\_. If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the terms of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to Council the said sum of Rs. \_\_\_\_\_



5. This guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.

6. Notwithstanding anything hereinafter contained, the liability of the Bank under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the guarantee shall remain in force till \_\_\_\_\_ day of 20\_\_\_\_ unless claim or demand under this guarantee is presented to the Bank within six months from that date all the rights of Council u'1der this guarantee shall be forfeited and the Bank shall be released and discharged from all obligations hereunder.