

**TENDER DOCUMENT**

**CONTRACT FOR PROVIDING TWO TRAINED  
PATROLLING DOGS WITH TWO TRAINED HANDLERS  
FOR CSIR-NAL, NWTC, BELUR, BENGALURU**

**Tender Ref. No.:**  
**No.CSIR-NAL/Patrolling Dog/2023-25/S.VI**

## **I N D E X**

**NAME OF WORK: CONTRACT FOR PROVIDING TWO TRAINED PATROLLING DOGS  
WITH TWO TRAINED HANDLERS FOR CSIR-NAL, NWTC,  
BELUR, BENGALURU**

<b>Sl. No.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
1.	Tender Schedule	3
2.	Notice Inviting Tender (Section-I)	4 – 7
3.	Instructions to Bidders (Section-II)	8 – 12
4.	General Conditions of Contract (Section-III)	13 – 14
5.	Scope of work (Section-IV)	15 – 21
6.	Undertaking-cum-Declaration (Annexure-A)	22
7.	Financial Bid/BoQ	23
8.	Bid securing declaration form	24
9.	Check list	25

## **TENDER SCHEDULE**

01.	Name of Work	CONTRACT FOR PROVIDING TWO TRAINED PATROLLING DOGS WITH TWO TRAINED HANDLERS FOR CSIR-NAL, NWTC, BELUR BENGALURU	
02.	Tender Reference No.	No.CSIR-NAL/Patrolling Dogs/2023-25 /S.VI	
03.	Tender Fee (Non-refundable)	<b>0 (zero)</b>	
04.	Earnest money deposit (EMD)	<b>Bid Securing Declaration form to be submitted.</b>	
05.	Tender Publishing Date	21.08.2023	1400 Hrs.
06.	Bid Document Download /Sale <b>Start</b> Date & Time	21.08.2023	1400 Hrs.
07.	Bid Document Sale <b>End</b> Date & Time	12.09.2023	1000 Hrs.
08.	Clarification through e-portal – <b>Start</b> Date & Time	21.08.2023	1400 Hrs.
09.	Clarification through e-portal – <b>End</b> Date & Time	05.09.2023	1000 Hrs.
10.	Bid Submission <b>Start</b> Date & Time	21.08.2023	1400 Hrs.
11.	Bid Submission <b>End</b> Date & Time	12.09.2023	1000 Hrs.
12.	Bid opening date and time	13.09.2023	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 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/Patrolling Dogs/2023/S.VI**

Tenders are invited from the reputed, experienced, well established and registered agencies/organizations through the NIC CPP e-tendering portal by the Director, CSIR-NAL towards providing two trained patrolling dogs with two trained handlers for CSIR-NAL, NWTC, BELUR BENGALURU for a period of Two years.

1.1 Details of requirement is at Scope of work section of this NIT.

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. <b>Non-submission of Bid Securing Declaration form will lead to rejection of the bid.</b> <b>No further correspondence for obtaining the same will be done by CSIR-NAL and such bids shall be summarily rejected.</b>
(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 entity	Scanned copy of the Establishment Registration Certificate No/License No of the entity
(vi)	Should have GST Registration Certificate	Scanned copy of GST Registration Certificate
(vii)	Should have Permanent Account Number(PAN)	Scanned copy of PAN Card of the entity
(viii)	Should have an Office in Bengaluru	Scanned copy of Proof of Address of Bengaluru Office (Like GST Reg., Trade License, valid rent agreement of office etc.) <b>Non-submission of Proof of Address of Bengaluru Office will lead to rejection of the bid.</b> <b>No further correspondence for obtaining the same will be done by CSIR-NAL and such bids shall be summarily rejected.</b>
(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)	<u>Experience Criteria:</u>  Minimum 03 years of experience as on 31/03/2022 in any Government establishments / Public Sector Undertakings / R&D institutions / established private sector / other similar organization any Centrally Funded Institution / Institute of National	Scanned copy of Work Order/ Completion Certificate with value of the contract The Bidder must have successfully executed at least one order of ₹ 14.40 Lakhs / 2 orders each of ₹ 9 Lakhs / 3 orders each of ₹7.20 Lakhs for similar service(s) in last three years to any Centrally Funded Institution / Central Autonomous bodies .Copies of

	Importance / Central Autonomous bodies.	contracts/work orders and documentary evidence of successful execution 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 ₹ 5.40 Lakhs per annum.	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>No further correspondence for obtaining the same will be done by CSIR-NAL and such bids shall be summarily rejected.</b>
(xiii)	Undertaking-cum- Declaration	Scanned copy duly signed with company's seal, as per <b>Annexure-A.</b>
(xiv)	Scope of work	To be signed, scanned and uploaded

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**

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.

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 complete details have been filled, the bidder should save it and submit it online.

The rate quoted by the bidder shall remain unchanged during the currency of the contract.

The bidders who quote 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.

### **1.3 BIDS OPENING PROCESS**

The bid opening process is described below: -

#### **1.3.1 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 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.

#### **1.3.2 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.

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.20/2/2014-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** 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.
- 2.16.3 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 bid shall be submitted by a bidder. Not more than one concern in which an individual is interested as Proprietor and / or partner shall bid for the execution of the same work. If they do so, all such bids shall be liable to be rejected.
- 3.2 The right to accept the bid 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 bid and reserves to itself the authority to reject any or all the bids received or cancel the tender without assigning any reason thereof. No claim whatsoever will be entertained on this account.
- 3.3 The Submission of a bid 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.
- 3.4 Canvassing in connection with Tenders is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable to be rejected.
- 3.5 On acceptance of the bid, 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.
- 3.6 Notification of Award of contract will be made through CPPP.
- 3.7 All rates shall be quoted in Financial Bid only.
- 3.8 Incomplete and conditional bids are liable to be rejected.**
- 3.9 The bidder shall duly attest all corrections, cancellation and insertions.
- 3.10 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**

Quotations are invited on behalf of Director, CSIR-National Aerospace Laboratories, Bengaluru from Bengaluru based, experienced and registered agencies/organizations for providing two trained patrolling dogs with two trained professional dog handlers for CSIR-NAL, NWTC Belur, Bengaluru for patrolling the NWTC campus during the night time from 9.00 PM to 5.00 AM on the following terms & conditions:

### **TERMS & CONDITIONS**

1. The agency shall provide professionally trained dogs and handlers at the time of commencement of the contract and arrange for refresher training at their cost at least once in six months at location.
2. The handlers are to be physically fit preferably below 50 years of age, be agile, alert, healthy, experienced, duty & security conscious, loyal and trustworthy persons. They will be required to punch or log attendance at various points in the patrolling tracks as directed and arranged by CSIR-NAL Security Officer. The handlers are to wear uniforms and display ID cards to be provided by the agency while on duty at CSIR-NAL.
3. The rate quoted shall include cost of food and any other cost for the maintenance of the dogs and the handlers as may be required. Responsibility to prepare and provide food for the dogs and handlers shall be that of the agency. The handlers should take utmost care while cooking food for themselves or for dogs to avoid any untoward incidents in the premises of the Laboratory.
4. Police clearance certificate for the handlers to be submitted before commencement of contract.
5. The Prospective Tenderers shall acquaint themselves about the requirements before submitting their tender.
6. The agency shall comply with all statutory provisions such as ESI/EPF/GST etc., and any other act as may be applicable for such services.
7. There are extended zones of thick undergrowth in the patrolling zones adjacent to the boundary wall. For safety and safeguards against snake bite etc. adequate uniform and implements to handlers including tall boots, powerful torches, helmets, gloves etc. shall be provided by the agency. CSIR-NAL shall not be held responsible in any way, for any injury, ailment or death caused to the dogs or handlers engaged by the agency on contract at CSIR-NAL.

8. The agency shall provide proof of periodic inoculation of dogs and handlers as may be required. Arrangements for taking the dogs for health checkup/inoculation to the veterinary clinic/hospital will be made by the agency.
9. In case of absence/sickness of dogs or handler's immediate replacement should be provided. If no replacement is provided, payment for the service will be reduced proportionately.
10. CSIR-NAL shall have the right to expel sick dogs or handlers at any point of time at the risk and cost of the agency.
11. The dog will be fully under the care, charge and control of the handlers and the handlers will work under liaison and guidance of the Security Officer. Safety of the dogs and handlers will be the responsibility of the agency.
12. Handlers will be covered by the rules and regulations and security checks of CSIR-NAL applicable for entry and exit.
13. The Agency shall be responsible for making payment as per Central Government Minimum Wages Act to the handlers and all consequent remittances related to Contract Labour and Abolition Act to the Appropriate Authority from time to time. CSIR-NAL shall not be held responsible for any violation or any other shortcoming that may arise on account of this contract.
14. The service of the patrolling dogs will be subject to inspection and approval by Security Officer, CSIR-NAL.
15. CSIR-NAL will provide free electricity and accommodation (shed) for dogs and handlers in the premises of NWTC, Belur.
16. Security Officer, CSIR-NAL should be kept informed in writing regarding information to be provided to the Police or any other designated authority in the interest of Security of CSIR-NAL premises and facilities.
17. The agency shall indemnify CSIR-NAL from any liability arising out of any risks on account of deployment of dog security cover caused due to the fault of dog handlers and any claim towards any risk will be the liability of agency.

#### **4.1 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.



## **4.2 PERFORMANCE SECURITY:**

**4.2.1** The successful bidder should submit Performance Security 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 3 % of contract value** 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.

**4.2.2** After termination / expiry of the contract, the Performance Security held by CSIR-NAL will be released to the Agency within a period of two months subject to realization of dues, if any to be made from the Agency.

**4.2.3** CSIR-NAL shall have unqualified option to forfeit the Performance Security if the Agency 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 Agency 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 Agency.

## **4.3 PERIOD OF CONTRACT**

The contract shall be valid for a period of one year from the date of commencement of the contract subject to review of performance. There is also a provision to extend the contract for one more year on same terms and condition subject to satisfactory performance.

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

**4.4.1** The service covered by this contract falls under the scope of GST and the Agency 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.

**4.4.2** 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.

**4.4.3** Penalties, interest etc., if any, levied by statutory authorities on account of non-compliance of provision of GST shall be borne by the Agency and no request shall be entertained in this matter.

#### **4.5 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 Agency and requisite TDS certificate shall be issued.

#### **4.6 PAYMENT**

4.6.1 No advance payment shall be paid to the Agency. However, the Agency shall submit the monthly bills in duplicate for necessary payment.

4.6.2 CSIR-NAL shall make payment within 30 days from the date of receipt of bills in order by electronic payment through NEFT/RTGS etc.

4.6.3 In the event of any dispute on this account, the decision of CSIR-NAL shall be final and binding on the Agency.

#### **4.7 OBLIGATIONS & LIABILITIES OF THE CONTRACTOR**

4.7.1 The Agency shall at his own cost maintain the required number of experienced manpower. The services to be provided under this agreement have to be performed with utmost care, diligently and without causing any damages to the properties of the Laboratory.

4.7.2 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.

4.7.3 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.

4.7.4 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.

4.7.5 The Agency's Manpower should strictly follow the security rules of this Laboratory, when they are at work in the Laboratories' premises.

4.7.6 The Agency shall ensure that their Manpower engaged and deployed at CSIR-NAL shall maintain decency and decorum while carrying out the assigned tasks in the concerned Division of the Laboratory.

4.7.7 The manpower engaged and deployed by the Agency at CSIR-NAL 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.

4.7.8 The Manpower engaged and deployed by the Agency shall automatically stand withdrawn on expiry/termination/cancellation of the contract. The Agency shall ensure that their Manpower engaged and deployed at the Divisions do not create any dispute/problems to the Laboratory on expiry / termination / cancellation of the contract / Agreement.

#### **4.10 ARBITRATION**

4.10.1 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.

4.10.2 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.

4.10.3 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.

#### **4.11 FORCE MAJEURE**

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 wrong-doing, 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.

#### **4.12 TERMINATION OF CONTRACT**

4.12.1 The contract can be terminated by either party by giving two months' notice. However, if the services of the Agency are not satisfactory, the Director, CSIR-NAL reserves the right to terminate the contract by giving a notice of one month. The Agency shall not cease to render the service

facility until the CSIR-NAL makes alternate arrangements thereof and informed the Agency accordingly.

4.12.2 CSIR-NAL may also give return notice and without compensation to the Agency to terminate the contract if the Agency becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

4.12.3 Upon termination, under and with reference to this clause, the Agency 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 Agency in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the Agency.

4.12.4 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.

#### **4.13 SUBLETTING OF CONTRACT**

Subletting in any form is not permissible.

#### **4.14 DEFICIENCY IN SERVICE**

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

#### **4.15 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.

#### **4.16 CONTRACT AGREEMENT**

4.16.1 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.

4.16.2 The contract agreement shall be executed on a non-judicial Stamp Paper of value ₹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 Agency.

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:** Contract for providing two patrolling dogs with two trained handlers for CSIR-NAL, NWTC, Belur, Bengaluru

Tender No.: **CSIR-NAL/Patrolling Dogs/2023-25/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 / CAG / CSIR-NAL or any Department of Govt. of India / State Govt/PSUs/Corporation and no disciplinary proceedings is pending as on date.
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

[Validate](#)[Print](#)[Help](#)**Item Rate BoQ**

Tender Inviting Authority : The Director, CSIR - NAL, Bengaluru - 560017.

Name of Work: as per Tender Specifications &amp; Terms

Contract No : 080 2508 6047/6046, Email: simachaldash@nal.res.in

**TENDER NO.CSIR-NAL/Patrolling Dogs/2023-25/S.VI**

<b>Name of the Bidder/ Bidding Firm / Company</b>		<b>Quotation No. &amp; Date :</b>
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**PRICE SCHEDULE**

(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.

Sl. No.	Item Description	Quantity	Units	Currency INR / Other	Charges per month	GST / IGST in Percentage Only	HSN ( Harmonised System of Nomenclature) for Goods	TOTAL Taxes	Total amount without	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2 Patrolling Dogs with 2 trained handlers	1	Nos	INR				0	0	0	INR Zero Only
<b>Total in Figures</b>		By filling the above details, Party agreed that they will abide by the Code of Integrity from Public Procurement.						<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>		<b>INR Zero Only</b>									

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

**BID-SECURING DECLARATION FORM**

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

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

**To**

THE DIRECTOR  
CSIR-NAL  
PB No. 1779  
HAL airport road  
BENGALURU-560017

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.



## CHECK LIST

**Tender Ref. No.: CSIR-NAL/Patrolling Dogs/2023/S.VI**

### Technical Bid

1	Scanned copy of Bid securing Declaration Form	Yes / No
2	Scanned copy of <b>UDYAM</b> 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/agency	Yes / No
4	Scanned copy of GST Registration Certificate	Yes / No
5	Scanned copy of PAN Card	Yes / No
6	Scanned copy of Proof of Address of <b>Bengaluru Office</b> (Like GST Reg., Trade License, Rent agreement of office etc.)	Yes / No
7	Scanned copy of Income Tax returns for last 3 years	Yes / No
8	Scanned copy of Present clientele list and performance certificate	Yes / No
9	Scanned copy of Work Order/ Completion Certificate with value of the contract	Yes / No
10	<b>Duly Audited Turnover Certificate</b>	Yes / No
11	Scanned copy duly signed with company's seal, as per Annexure-A.	Yes / No
12	Signed and scanned copy of Scope of work	Yes / No
13	<b>Name, Designation, email, Contact No. and Address of the Contact Person may be furnished below:</b>	Yes / No

**Notes:**

- Documents mentioned at **Sl. No. 1 and 6** are to be **submitted mandatorily**, else the bid **WILL BE REJECTED**.
- The technical bid should not contain any price information. If the price quoted is submitted in technical bid, the bid will be rejected.