

Clarifications against tender No. 57(80)2013-PUR/T-16 for Hydrofrac Testing in 4 boreholes, upto 1500 mts depth.

SI.No.	Clarification Sought	Reply from CSIR-NGRI
1	<p>Clause 4.3 (i) Heavy duty double packer (HDDP) systems for accurate hydraulic characterization in HQ (96 mm), 76 mm (NQ-size) and BQ (60 mm) sizes, up to a depth of at least 1600 m. <u>Please advise if you require the borehole to be tested with three different size of packers, depending upon the size of the boreholes. Is the top 900 mts of the HQ size borehole not cased? Can you please provide us the information on the depth of casings for each borehole</u></p>	<p>a) The top part, usually up to 500 m depth (but can vary up to ~800 m depth) is drilled in HQ size and will be cased. Below this depth, drilling is being carried out in NQ size.</p> <p>b) Yes, provision for all three sizes for packer tests must be available. The boreholes are likely to be ready by March / early April. The final sizes in which testing is to be done cannot be given before completion of drilling. Our preferred size for hydrofrac testing would be NQ, but HQ and BQ sizes cannot be ruled out. The testing is to be done in the granitic basement formation below the Deccan Trap cover.</p>
2	<p>(iv) Laboratory facilities for hydrofrac related testing on rock samples. <u>In this case you will have to provide us with the core in well packed condition and we can then ship it to our principals for testing. Please confirm if the same is acceptable to you.</u></p>	<p>Acceptable. Specimen size(s) and other specifications must be provided to us.</p>
3	<p>The job has to be completed in one go – the prices will be quoted accordingly and the boreholes have to be made available to us at the time of our arrival.</p>	<p>Agreed</p>
4	<p>Bid document shall be filled complete in all respects and shall be submitted together with requisite information. It shall be complete and free from any ambiguity, changes or interlineations. Bidders should quote for Seismic Job services, vibrator operation, Maintenance etc. as detailed in the scope of work, failing which the offer will be rejected. <u>Does not relate to this tender</u></p>	<p>Stands deleted</p>

5	<p>The Mobilization time The Mobilization time allowed is maximum 21 days from the date of conveying receipt of permissions from authorities concerned, by CSIR-NGRI. Bidder must give an undertaking-confirming acceptance of this clause.- <u>our principals will be requiring 3-4 weeks for mobilization</u></p>	<p>Agreed for maximum four (4) weeks time for mobilization</p>
6	<p>The contractor shall conform to all laws including labour laws (Labour registration etc.,) of the State/Central Government. The contractor shall indemnify NGRI for any breach of laws committed by him. The contractor shall take adequate measures to ensure continuous and unhindered output of work. – <u>Please note that we would only be hiring daily labour, if required, who are not covered under Provident fund, Bonus, Social Charges. The people who will be associated from our side will be from our company and will be governed by the rules of the company. The experts will be coming from SolExperts who will be governed by the laws of their country and rules of their company.</u></p>	<p>Agreed but statutory laws on daily laborers laid down by local State Government and Government of India to be followed.</p>
7	<p>The contractor shall provide and be responsible for payment of wages salaries, bonus, provident fund, social charges, insurance, accommodations, etc. in respect of workers and supervisors as per the laws, regulations and acts in this respect of Govt. of Odisha and the Govt. of India in force from time to time. At prevailing rates, and provide necessary proof to NGRI for the payment made to their workmen, payment of salaries, bonus, social charges, insurance, food accommodation and medical treatment, etc. to his employees as per the applicable laws as are in force from time to time. A proper record of the payment made to the workers by the contractor should be maintained. The contractor shall pay the wages directly to the workmen without any intermediary. – <u>We are unable to understand why should we be governed by the laws of Odisha when the job is to be carried out in Maharashtra. Futhermore as mentioned above we would only be hiring local labourers on daily wages. As far as the people from SolExperts and CIS are concerned, they would be working as per the rules laid down by their respective companies. The job has to be completed in one go – no scattering</u></p>	<p>It is a typographical error. The work to be executed in Maharashtra state only, but the statutory laws laid down by the local State Government/Government of India to be followed.</p>
8	<p>The contractor at his own cost shall be responsible for workmen’s compensation, insurance, public liability insurance to cover injury or death resulting from the use of explosives, automobile liability insurance, etc. and any other liability / protections provided for under the applicable laws, in this respect that are in force fromtime to time. The contractor must provide NGRI with proof of such coverage and in particular regarding insurance under Workmen’s Compensation Act 1923, ESI act 1956.Contractr should be</p>	<p>Agreed but it would be restricted to your principal’s employees only and for others, labour laws laid down by local State Government and Government of India to be followed.</p>

	<p>registered under EPF and Miscellaneous Provision Act 1952. Contractor should abide by EPF Act 1952, Workmen Compensation Act 1923, ESI Act 1956, Contract Labour Act 1970 and Interstate Migrant Workmen Act. – <u>Please note that this would not be applicable to our principals as they are governed by the laws of their country</u></p>	
9	<p>The contractor will be solely responsible for the welfare of his employees. He will have no claim against NGRI for any injury or death of his employees. He will have no claim against NGRI for any injury or death of his employees whatever be the cause. Public liability claims against his employees will be his sole responsibility. He shall provide satisfactory proof to NGRI that EPF and ESI contribution has been remitted to the concerned authorities for his employees for each billing of the month. Contractor shall indemnify NGRI from any claim in future. – <u>As mentioned above our principals will be getting their experts from Germany and are not bound by EPF/ESI, hence this would also not be applicable</u></p>	As stated above
10	<p>The Contractor will acquire requisite statutory licenses including, labour license before commencing the work and also should ensure that all laws such as work men’s compensation, Family Pension Scheme, Payment of Bonus, Contract Labour Act. 1970. – <u>Would not be applicable to our principals</u></p>	It would be in restricted to your Principal’s employees only
11	<p>Area of work falls in Belpahar sector III of Jarsuguda, Odisha.. However as investigations will be carried out by the side of Reserve Forest area bidder should take all precautions so that no environmental damage is caused due to their activity. It should be noted that Forest Department will not permit cutting of trees. – <u>Koyna is in Maharashtra and not in Odisha. We shall be working on existing boreholes hence the question of cutting of tress etc does not arise.</u></p>	Agreed
12	<p>Time for completion of work is from March 1 to April 30, 2014 from the date of Completion of mobilization. – <u>We require atleast 3-4 weeks to mobilize once the contract is awarded and the advance payment for mobilization/demobilization is made.</u></p>	Agreed for maximum four (4) weeks time for mobilization

13	NGRI reserves the right to terminate the contract at any stage of the work without assigning the reason what so ever. – This is not acceptable. <u>Once the contract is signed, it should be followed in word and spirit, until and unless this is mutually agreed upon by both the parties to terminate the contract.</u>	Ok
	<u>All papers related to custom free import or through carnet have to be provided by NGRI</u> <u>All permits for transportation of equipment from Mumbai to Koyna to be provided by NGRI and the Octroi/Entry</u>	Import to be done as per “Temporary import” rules and customs duty to be paid by the successful contractor. The relevant notification is enclosed. The required documentation will be provided by NGRI. The required permissions to be obtained by the successful contractor. The Octroi/Entry taxes or any other leviable taxes to be borne by the contractor
14	Mobilization charges shall be payable when all personnel, equipment, accessories, etc, are positioned at their appropriate site ready for data acquisition as certified by the company representative.- <u>These should be payable in advance</u>	Only 25% of the mobilization charges will be advanced subject to submission equivalent bank guarantee and the advance will be interest bearing as per CVC guidelines.
15	NGRI shall pay contractor demobilization charges only in the instance the contract is terminated before the expiry of the stipulated term or upon the natural conclusion- <u>Are to be paid in advance along with the Order</u>	Will be paid after demobilization only.
16	BID EVALUATION CRITERIA The vendor must be able to mobilize all equipment and expertise to the borehole site(s) at a notice of about 3 weeks. – <u>This period has to be increased. We require atleast 3-4 weeks to mobilize</u>	Agreed
17	GENERAL CONDITIONS NGRI reserves the right to change the period, to instruct the contractor in respect of starting and closing of contract operation. NGRI will not be responsible for any compensation whatsoever on this account. – <u>NGRI should inform well in advance about any postponement so that we can then change the plan. In this case new dates mutually acceptable to both the parties should be worked out.</u>	Agreed
18	The inner diameter of the casing should not be less than the diameter of the borehole beneath the casing where the tests are to be carried out.	Ok

Due date for submission of the tender remains unchanged.