



**CSIR-NATIONAL GEOPHYSICAL RESEARCH INSTITUTE**  
(Council of Scientific & Industrial Research)  
Uppal Road, Hyderabad – 500 007

**TENDER DOCUMENT**

“Geodetic leveling and GPS measurements in Koyna-Warna Region,  
Maharashtra, India.”

Tender No.55(5)2015-PUR/T-28, dated 05/08/2015

<b>E.M.D.</b>	: INR 1.600 lakhs
<b>BID CLOSING Date &amp; Time</b>	: 27-08-2015 – 2.30 P.M.
<b>PART-I TECHNICAL BID OPENING Date &amp; Time</b>	: 27-08-2015 – 3.30 P.M.

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## INSTRUCTIONS TO BIDDERS

### 1. GENERAL

- 1.1 National Geophysical Research Institute (CSIR-NGRI), a premier research institute under Council of Scientific and Industrial Research (CSIR) undertaking R&D work in Earth Sciences in different parts of India, proposes to carry out “**Geodetic leveling and GPS measurements in Koyna-Warna Region, Maharashtra, India.**”
- 1.2 Accordingly, National Geophysical Research Institute (CSIR-NGRI), Hyderabad now invites bids under **Two Part Bidding system (Part-I -Techno-Commercial Bid and Part – II-Commercial Bid)** from reputed and experienced firms for carrying out “Geodetic leveling and GPS measurements in Koyna-Warna Region, Maharashtra, India.”
- 1.3 The Bidder shall comply fully with the instructions contained in this Bid document. The bidder is expected to examine all instructions, sections, terms and conditions, specifications etc. in the bid documents. Failure to furnish all information, data as required by the bid documents or submission of a bid not substantially responsive to the bid documents in every respect will be at bidder’s risk and may result in the rejection of their bid.
- 1.4 Bidders shall bear all costs associated with the preparation and submission of bid etc. CSIR-NGRI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.5 Offers are to be submitted in triple sealed cover. The first inner cover will contain Part-I TECHNO-COMMERICAL bids having all details but with price column blanked out. This cover will clearly be superscribed “**Part – I TECHNO COMMERCIAL bid**” along with bid number. The second sealed inner cover will contain only the price schedule duly filled in and signed and will be clearly superscribed **Part-II “Price bid”** along with bid number. These two covers shall be put into an outer cover and sealed. The outer covers should duly bear the number and date of closing/opening of the bid prominently underlined, and should be addressed to the Director, CSIR-NGRI.
- 1.6 Bidders desiring to deliver the bid in person may handover the same to the Purchase Section at CSIR-NGRI. Bidders may also submit their offers by registered post / speed post to reach CSIR-NGRI positively on or before the due date and time.

### 2. EXPERIENCE OF THE BIDDER AND HIS PERSONNEL

- 2.1 The bidder as a company (or) registered partnership firm (or) proprietary concern should have
- a) Bidder should have prior experience (at least 3 examples of work completed) of DGPS survey and leveling in areas of 300 sq km or more in rugged terrain within the last 3 years. Documents evidencing to this effect to be submitted.
  - b) Bidder should show the equipment and crew in their possession, which have successfully carried out such work earlier.
  - c) Training certificates and experience of such crew to be provided.

d) Most recent calibration reports of equipment to be provided.

2.2 The following documents should be enclosed along with the Bid.

a) The original copy of Bid document duly signed on each page as token of having accepted the terms and conditions of the Bid Documents.

b) Proof of experience should be submitted along with Part-I techno-commercial (Un-priced) bid.

c) Descriptive literature of the Bidder's constitution, experience and past performance on similar jobs and capabilities of the personnel.

d) Technical and other details except Price as per Bid Document duly filled in and signed.

e) Bidder's exception, if any, to CSIR-NGRI's terms and conditions of the contract.

f) Income-Tax certificate for the last three financial years.

g) Bidders are required to submit documents as per Clause 2.1.a

h) Any other information/details as required as per Bid Document.

**i) Bids received without signature, EMD and non submission of the required documents will be summarily rejected at preliminary examination stage itself.**

**j) Bidders without experience as stated above will be treated as non-responsive and will be rejected.**

2.3 Bidder should submit their detailed time schedule within two weeks of the issuance of Work Order, so as to complete the task of data acquisition and processing of data within stipulated period.

2.4 Telex/Telegraphic/Fax/Photocopy/e-Mail offer is not acceptable.

2.5 Bidders shall clearly indicate their legal constitution and person signing the Bid shall state his capacity as also the source of his authority to bind the Bidder. The power of Attorney or Authorization or any other document constituting adequate proof of the powers of the signatory to bind the bidder shall be annexed to the Bid. CSIR-NGRI will reject outright any Bid unsupported by adequate proof of the signatory's authority.

2.6 The Bidder shall sign his proposal with the exact name of the firm to whom the contract is to be awarded. Executive of the Bidder's organisation stating his rank/designation, enclosing a copy of his Power of Attorney to sign the Bid, shall duly sign the Bid.

2.7 Relationship with CSIR-NGRI.

2.8 The bidder shall declare in writing that neither he nor any of his associates is in any way related to any Officer/scientist in CSIR/Laboratories. CSIR-NGRI may decide not to deal with such firms who fail to comply with the above advice.

2.9 Canvassing in connection with the bid is strictly prohibited and the bid submitted by the contractor who resorts to canvassing will be liable for rejection.

## 2.10 Site visit, Local condition etc.

1. The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the bid and entering in to contract and to take necessary clearances, accessibility, stay and safety of equipment etc., The visit to the site shall be at the bidder's own risk and expense.
2. Failure to visit the site or failure to study the bidding documents will in no way relieve the successful bidder from furnishing any material or performing all works in accordance with the bidding documents, as a lump sum contract.
3. It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the contract as described in the bidding document in their own interest.
4. It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustments to the contract awarded under the bidding documents will be entertained by CSIR-NGRI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by CSIR-NGRI.

## 3. INSTRUCTIONS FOR FILLING BIDS

- a) 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..
- b) The Bidders' Bid and any annotation or accompanying documentation shall be in English language.
- c) Bidders' shall set their prices/rate in figures preferably type written and without any qualification. Each figure stated shall be repeated in words and in the event of discrepancy between the amount stated in figures and words, the rates quoted in words shall be deemed to be the correct amount. Any changes / corrections in bid shall be authenticated with signature of bidder otherwise the bid is liable to be rejected. Illegible price bids will be rejected outright. Bids containing qualifying expressions subject to minimum acceptance etc. will be disqualified.
- d) The bidder as a company (or) registered partnership firm (or) proprietary concern should have experience of at least last three years and to be supported with documentary evidence towards the same.
- e) Bidder has to mobilize crew and instruments within 2 weeks from the date of contract.
- f) Bidder is requested to provide all the vital technical details of their survey systems like measured components, noise levels, precessions, over all accuracy, etc.
- g) Bidder has to provide time for completion of survey. It is to be completed within 120 days from the date of contract.
- h) No clarifications shall be sought after opening of techno-commercial bids. Conditional bids indicating exceptions/deviations to bid conditions will be summarily rejected.

- i) The bidders who are capable to take up the subject work in toto shall submit the bids. But the prices should be quoted item wise as suggested in NIT & Price Schedule. Bidders should quote a FIRM PRICE and they shall be bound to keep this price firm and without any escalation for any reason whatsoever, until the completion of the contract period.
- j) The price quoted must be NET PER UNIT shown in the schedule of rate and must be clearly shown in figures and words only in Indian currency.**
- k) No correspondence after opening of Bid will be entertained from the bidder. However, if CSIR-NGRI sends any communication with respect to the bid the same is to be compiled with.
- l) Bid from Bidders not complying with the above instructions can be summarily rejected.

#### **4. DATE OF BID SUBMISSION**

- 4.1 Bid must be received at the office of:

Controller of Stores & Purchase,  
CSIR-National Geophysical Research Institute,  
Uppal Road, Hyderabad – 500 007, Telangana, India

on or before **27.08.2015, 2.30 P.M.(IST)** The Part-I of the bid will be opened **on the same day at 3.30 P.M.(IST) on 27.08.2015** in the presence of Bidders who are desirous to be present.

- 4.2 CSIR-NGRI shall not be responsible for any cost or expense incurred by any bidder in connection with his bidding against this bid and loss of bids in post/courier, regardless of the conduct or outcome of the bidding process.

#### **5. VALIDITY OF BID**

- 5.1 The bid must be kept valid for acceptance for 90 days from the date of closure of bid.

- 5.2 The successful Bidders shall be required to execute a Contract on a Non Judicial Stamp Paper of appropriate value soon after receiving Letter of Intent i.e., within 10 days of issue or within such extended time as may be permitted by CSIR-NGRI in this behalf. For this purpose, the Bidder shall depute his authorized representative along with power of attorney in his favour. Main conditions of the proposed contract have been specified hereinafter under the title "General Conditions of Contract" in the bid document.

#### **6. SCOPE OF WORK**

The detailed scope of work is given separately.

#### **7. EARNEST MONEY**

- 7.1 Bidders are required to submit EMD valid for 135 days from the date of opening of Part-I Techno-Commercial Bid for an amount of **Rs.1.600 lakhs (Rupees one lakh and Sixty thousand Only)**.

- 7.2 EMD can be in the form of a DD drawn in favour of CSIR-NGRI, payable at Hyderabad (or) in the form of bank guarantee as per proforma attached, from a Nationalised / Scheduled Bank.

7.3 The successful bidder is required to extend the validity of the Bid Bond for a further period till the formal contract is signed and security deposit / performance bank guarantee submitted.

7.4 Bids not accompanied by Earnest Money Deposit in the Technical Bid cover (Part-I) as mentioned above will be summarily rejected.

7.5 The EMD of unsuccessful Bidders will be returned once the successful bidder furnishes the performance bank guarantee or in case the bid is cancelled.

7.6 The EMD shall be forfeited in the following events:

- a. If the Bid is withdrawn or modified or varied in a manner not acceptable to CSIR-NGRI, during the Bid Validity period or any extension thereof.
- b. If a successful Bidder fails to sign/fails to execute the contract.
- c. If a successful Bidder fails to furnish Performance Bank Guarantee within 21 days of signing of contract.

## **8. RIGHT TO REJECT**

CSIR-NGRI reserves the right to reject any or all quotations without assigning any reason whatsoever. CSIR-NGRI also reserves the right to cancel this bid at any stage without assigning any reason whatsoever.

## **9. AUTHORISATION**

Bidders are at liberty to be present or to authorize their representative at the time of opening of Bid on the date specified. A letter of authorization must be forwarded to Director, CSIR-NGRI along with the bid document and a copy of this letter must be produced in the office by the person attending the opening of Bid. Unless this letter is presented by him, he may not be allowed to attend the opening of Bid.

## **10. PERFORMANCE BANK GUARANTEE:**

10.1 The successful bidder will have to furnish to CSIR-NGRI Performance Bank Guarantee for a sum equivalent to 10% of contract value from a Scheduled Bank in India. This Bank Guarantee shall be valid for a period of 7 months from the date of acceptance of technical deliverables by CSIR-NGRI and shall be sent to Director, CSIR-NGRI directly by the Issuing Bank. (as per the format enclosed) within a period of 21 days from the date of signing of the contract.

## **11. GENERAL CONDITIONS**

- 11.1 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as schedule prescribed day of closing/opening of the bid.
- 11.2 This bid being under Two bid System, only Part-I Techno-commercial bids will be opened on the opening date indicated. Price bids of the short listed bidders will be opened later on under intimation to the Bidders.

- 11.3 The contractor shall conform to all laws including labour laws of the State/Central Government. The contractor shall indemnify CSIR-NGRI for any breach of laws committed by him. The contractor shall take adequate measures to ensure continuous and unhindered output of work.
- 11.4 The contractor shall provide and be responsible for payment of wages at prevailing rates, and provide necessary proof to CSIR-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 in India. A proper record of the payment made to the workers by the contractor should be maintained.
- 11.5 The contractor shall pay the wages directly to the workmen without any intermediary.
- 11.6 Any expenditure incurred by CSIR-NGRI on behalf of the contractor who is under an obligation to bear the expenditure as per the relevant law shall be recovered by CSIR-NGRI from the contractor either by deduction from an amount payable to the contractor under the contract or as a debt payable by the contractor.
- 11.7 The contractor will be required to maintain medical aid facilities, primarily for the provision of first aid, supply of preventive medication for types of illness such as malaria, dysentery, etc. and any requirement for Hospitalization or further medical treatment of his employees.
- 11.8 The contractor at his own cost shall be responsible for workmen's compensation, insurance, public liability insurance to cover injury or death resulting from any cause connected to Helicopter usage etc., and any other liability / protections provided for under the applicable laws, in this respect that are in force from time to time. The contractor must provide CSIR-NGRI with proof of such coverage and in particular regarding insurance under Workmen's Compensation Act 1923, ESI act 1956. Contractor should be 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.
- 11.9 The contractor will be solely responsible for all his equipments as well for the welfare of his employees. He will have no claim against CSIR-NGRI for any injury or death of his employees. He will have no claim against CSIR-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 CSIR-NGRI that EPF, Insurance and ESI contribution has been remitted to the concerned authorities for his employees for each billing of the month. Contractor shall indemnify CSIR-NGRI from any claim in future.
- 11.10 The Contractor will acquire requisite statutory licenses/permissions before start of the work.
- 11.11 The Director, CSIR-NGRI shall be responsible for notifying authorities concerned in the survey area the local vicinity of the physical extent, commencement date & duration of drilling. The Contractor shall assume all liabilities of whatever nature including damages, demands, proceedings and causes of action and liabilities arising out of or in connection with such claims, where such claims result from injury or damage caused on the impact of his equipment of it on such property, livestock or other animals or due to any willful or grossly negligent act or omission on the part of the Contractor or it employees or agents.



- 11.12 On acceptance of the contract, CSIR-NGRI will provide survey locations. The Director, CSIR-NGRI or his representative, however, reserves the right to modify the survey plan during the operation of the contract based on the results of survey but confining the survey within the areas specified. The changes in the location will, however be notified to the survey agency well in advance in order to avoid delay in preparation of the survey sites and to provide sufficient time for shifting of the equipment and other materials.
- 11.13 The contractor shall have to abide by the restrictions imposed by the Forest department where the proposed survey area falls under forest area.

## **SCOPE OF WORK**

### **Details of the Geodetic leveling and GPS measurements**

Geodetic leveling and GPS measurements in Koyna-Warna region, Maharashtra, within rectangle marked in red in map attached.

Coverage area is approximately 600 sq km , rugged terrain with altitude changes of 600 m on average including borehole covers.

Required final accuracy 10 cm in vertical, 5 cm in horizontal.

Using Automated/Digital levels, tripods, bubble staff poles, change plates, robust markers, high grade DGPS equipment using two GPS radio frequencies, L1 and L2

Minimum 1 point per sq km should be surveyed, short lines of sight to be used particularly at high gradient locations

#### **TECHNICAL DELIVERABLES:-**

1. GPS data of all the points in Trimble Support format files and RINEX format (unprocessed data from base and rover points).
2. Base Line & Network Adjustment Processing Reports in PDF file format.  $<12 \sqrt{K}$  in plain terrain  $<30 \sqrt{K}$  in hilly terrain ( K is circuit length)
3. DGPS Survey Report [Processed GCPs data (x, y, z along with residuals IN UTM Projected & UTM Plane). Will be submitted in, Auto CAD DXF, Shape, Kml and Excel file formats.
4. 2-3 softcopy field photographs for each GCP location and identification number of GCP marked thereon.
5. DTM Leveling Measurement Field Book of Soft copy .

**PRICE BID - SCHEDULE OF RATES – Offer by Bidder**

	Item	Rate per Sq.Km. (in Rs.) in figures	Rate per Sq.Km. (in Rs.) in words.
1.	Geodetic leveling and GPS measurements in Koyna-Warna Region, Maharashtra, India.		
	Taxes applicable		
	<b>Grand Total for 600 Sq.Km.</b>		

Signature of authorized Person\_\_\_\_\_

Name of Signatory\_\_\_\_\_

Position\_\_\_\_\_

Date\_\_\_\_\_

Place\_\_\_\_\_

**BID EVALUATION CRITERIA**

<b>PARTICULARS</b>	<b>COMPLIED AND ACCEPTED / NOT ACCEPTED/ NOT APPLICABLE</b>
<p><b>A. TECHNICAL:</b></p> <p>The following conditions should be complied with in toto, failing which the bid will be rejected.</p> <p>1.The bidder as a company (or) registered partnership firm (or) proprietary concern should have experience in Survey:</p> <ul style="list-style-type: none"><li>a) Bidder should have prior experience (at least 3 examples of work completed) of DGPS survey and leveling in areas of 300 sq km or more in rugged terrain within the last 3 years. Documents evidencing to this effect to be submitted.</li><li>b) Bidder should show the equipment and crew in their possession, which have successfully carried out such work earlier.</li><li>c) Training certificates and experience of such crew to be provided.</li><li>d) Most recent calibration reports of equipment to be provided.</li></ul>	
<p><b>B. COMMERCIAL</b></p> <p><b>The price quoted must be NET PER Sq.Km. shown in the schedule of rate and must be clearly shown in figures and words only in Indian currency.</b></p>	

## GENERAL CONDITIONS OF CONTRACT

### 1. ADDRESS

1.1 For the purpose of this Contract, the addresses of the contracting parties will be as follows and all correspondences and notices in relation to the present contract sent to the parties to the addresses mentioned below shall be deemed to be sufficient for serving of Notices on the parties concerned.

a) Controller of Stores & Purchase  
CSIR-National Geophysical Research Institute  
Uppal Road, Hyderabad-500 007, A.P. Inida

Phone: 91 40 2701 2887 / 2701 2370

Fax: 91 40 2717 1564

e-mail: purchase@ngri.res.in

1.2 CSIR-NGRI reserves the right to change the period, to instruct the contractor in respect of starting and closing of contract operation. CSIR-NGRI will not be responsible for any compensation whatsoever on this account.

#### 1.3 Mobilisation Period:

Mobilisation means the deployment of requisite crew & equipment, establishment of camp by the contractor.

Mobilisation period allowed is maximum 15 days from the date of issue of Contract by CSIR-NGRI. Certificate of Mobilisation jointly signed by CSIR-NGRI authorized representative and contractor shall be the proof of Mobilisation.

1.4 **Contract Execution period:** Survey should be done within a total period of 4 months from the date of award of contract. Technical deliverables to be submitted within next 30 days.

### 2. WORK PERFORMANCE STANDARDS:

As detailed in the terms of reference/scope of work.

2.1 CSIR-NGRI Party Chief is empowered to declare the areas logistically difficult for drilling, end of the seismic line, last day of the fields work, a limited patch work in a seismic line and experimental work as the case may be at any time of the operations during the field season in connection with the improvement of data, by reasons of exceptionally inclement weather, by reasons of any proceedings taken or threatened by or of dispute with adjoining owner or public properties, for any other reason which is beyond the control of the contractor, and unforeseen circumstances.

### 3. Geodetic Leveling Mileage

3.1 In all matters regarding acceptance of mileage surveyed, the decision of the CSIR-NGRI Party Chief or his representative shall be final and binding on the Contractor.

3.2 The contractor is liable to pay any compensation, damages or payment of whatsoever nature if CSIR-NGRI is not in a position to accept the entire number of holes on any day due to any reason whatsoever (Also refer clause 4.4).

### 4. RATES, TERMS AND MODE OF PAYMENT

4.1 RATES

CSIR-NGRI will pay to the Contractor for each Sq.Km. of the accepted survey. The rate is inclusive of mobilization operational costs, demob, taxes, duties, levies, etc., and compensation for damage of crops or any other public property, if any to the third parties due to any damage done during the course of seismic job services. Unreasonable quote will not be entertained.

#### **4.2 MODE OF PAYMENT**

- (a) Payment: 50% of Invoice Value, which will be raised on monthly basis for the actual area surveyed. The balance 50% will be released after confirmation and acceptance of Technical deliverables by CSIR-NGRI
- (b) Such payments to be made within 30 days from the date of receipt of Invoice at CSIR-NGRI, Hyderabad, subject to certification of satisfactory service and acceptance by NGRI's Party Chief / Project Leader. Payment for accepted records and undisputed bills will be made by Director, CSIR-NGRI, Hyderabad in the form of Account Payee cheque drawn on SBH, Habshiguda Branch/ or will be directly transferred to his account electronically through e-payment mode. Any delay in payment on any account will not make CSIR-NGRI liable to pay interest, under any circumstances. Disputed bills will be returned to the successful bidder.
- (c) CSIR-NGRI Party Chief, will certify the accepted metrage and accepted amount payable on each invoice form and send two copies of invoice duly certified for release of payment to the Contractor by Director, CSIR-NGRI.
- (d) Contractor will raise the bills in the name of Director, CSIR-NGRI, Hyderabad-500007.
- (e) The contractor shall certify on the body of every bill that he has cleared all dues to the labour employed by him and for all other services hired by the contractor during the course of drilling for the period covered by the bill.
- (f) The contractor shall certify on the body of every bill that his employees are paid minimum wages not less than those prescribed by law.
- (g) The contractor at his own cost 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 from time to time. The contractor must provide CSIR-NGRI with proof of such coverage and in particular regarding insurance under Workmen's Compensation Act, 1923 and ESI Act, 1956. He should be registered under Employees PF and Miscellaneous Provision Act, 1952.

#### **4.3 COMPENSATION FOR PUBLIC PROPERTY**

Compensation for damages, if any, such as damages to crops during drilling or as a result of conduct of seismic job services and/or movement of his employees and equipment along the line/profile will be contractor's responsibility (Also refer clause 3.2).

#### **FIRM RATES & CURRENCY OF PAYMENT**

- 4.4 The rates payable under this contract herein above shall be firm throughout the period of the contract and no escalation shall be allowed under any circumstances.

4.5 All payments to the contractor under this contract shall be made only in Indian Rupees.

## **5 TAXES**

The contractor shall be responsible to pay all taxes and duties such as corporate tax, service tax, income tax, turnover tax, sales tax, excise duty, etc., leviable on them and their employees including sub-contractors, if any, under the Indian income tax laws or any other laws enacted by the Central or State Govt. on account of payments received by them under this contract. Contractor shall maintain all relevant records pertaining to the taxes and submit the same before tax or other authorities and to CSIR-NGRI as and when required.

**TDS will be deducted as per Clause No.194(J) of TDS Rules.**

## **6 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION & IN SUFFICIENT PROGRESS OF WORK.**

6.1 After issuance of Letter of Intent by CSIR-NGRI, the contractor should initiate Mobilisation. In case the contractor fails to mobilize and start his work within the prescribed time for mobilization, from the date of issue of Letter of Intent, liquidated damages at the rate of 0.5% of contract price per week or part thereof for such delay will be levied. This L/D however will not exceed 10% of the total contract value. This will apply even though the contractor is allowed to mobilize after 15 days due to reasons acceptable to the CSIR-NGRI.

**6.2 Liquidated damages are applied in similar way for insufficient progress of work and also non completion of work within 150 days from the date of award of work.**

6.3 The parties agree that LD is a genuine pre estimate of loss/damage which is suffered on account of delay/breach on the part of the contractor and the said amount is payable by the contractor without any demur.

**6.4 Any Decision of Director, CSIR-NGRI, on LIQUIDATED DAMAGES will be final and binding on the Contractor.**

## **7. FORCE MAJEURE**

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one week of such occurrence or cessation. If the force-majeure conditions continue beyond two weeks, the parties shall then mutually decide about the future course of action.

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts.

Unrest / strike by shot hole drilling contractor's personnel and/of Seismic job services personnel shall not be construed as force majeure.

## **8. OTHER CONDITIONS**

- 8.1 The Contractor shall obtain licence under the Contract Labour (Regulation and Abolition) Act, 1970 from the Competent Authority. Only upon production of such licence, the first payment of the contractor shall be released. The Contractor shall renew his licence during the contract period if required. At the end of the contract work, the contractor shall furnish to CSIR-NGRI an indemnity Bond on non-judicial stamp paper to the effect that all wages/dues of the workmen engaged by him or by his sub-contractors have been fully paid for the entire contract period. Without this Certificate, performance Bank Guarantee will not be released.
- 8.2 The contractor shall arrange to give all notices required under various laws to all authorities and to pay to such authority or to any public office all fee/penalty that may be payable in respect of the work and lodge the receipt with CSIR-NGRI on demand. He should be registered under Employees PF and Miscellaneous Provision Act, 1952.
- 8.3 The contractor must ensure that his work shall not cause any nuisance to the public in general and to neighbouring occupants in particular.
- 8.4 The contractor shall not transfer/assign/sublet the contract or any part thereof in any manner without the prior written consent of the CSIR-NGRI and no such transfer/assignment as and when accepted shall relieve the contractor of his responsibility under the contract.
- 8.5 Contractor shall provide proof to CSIR-NGRI that EPF and ESI contributions have been remitted to the concerned authorities for his employees for each billing of the month. Contractor shall indemnify CSIR-NGRI from any such claim in future (Public liability claim).
- 8.6 The contractor shall conform to all laws including labour laws of the State/Central Government. The contractor shall indemnify CSIR-NGRI for any breach of laws committed by him. The contractor shall take adequate measures to ensure continuous and unhindered output of work.
- 8.7 The contractor shall provide and be responsible for payment of wages at prevailing rates and provide necessary proof to CSIR-NGRI for the payment made to their workmen, 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.
- 8.8 The contractor shall pay the wages directly to the workmen without any intermediary.
- 8.9 If any amenity required to be provided under the relevant laws for the benefit of the contractor's employees is not provided by the contractor within the time prescribed thereof such amenity shall be provided by CSIR-NGRI and all expenses incurred by CSIR-NGRI in providing the aforesaid amenities shall be recovered by CSIR-NGRI from the contractor either by deduction from any amount payable to the Contractor or as a debt payable by the contractor.
- 8.10 The contractor shall be responsible for enforcing strict discipline amongst his employees and also ensure strict compliance with safety regulations and procedures as required by the Govt. and provide all kits & liveries to their employees. The contractor should provide helmets, shoes, first aid kit and any other safety material to the workers. The contractor shall indemnify CSIR-NGRI against any injury / loss of life of any of his personnel at any time during the tenure of the contract. CSIR-NGRI shall not be liable for any claim for any accident resulting in loss of life or injury to any workman or supervisor, resident representative etc. of the contractor for whatever reason.



## **9. TERMINATION**

- 9.1 In the event of the Contractor at any time during the term of this contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then, CSIR-NGRI shall by a notice in writing have the right to forthwith terminate this contract.
- 9.2 In all cases of termination the obligation of CSIR-NGRI to pay charges shall be limited to the period up to the date of termination. Notwithstanding the termination of this contract the parties shall continue to be bound by the provisions of this contract that reasonably requires some action or forbearance after such termination.
- 9.3 If CSIR-NGRI considers that the performance of the contractor is unsatisfactory or not up to the expected standard, CSIR-NGRI shall notify the contractor in writing and specify in detail the causes of dissatisfaction. CSIR-NGRI shall have the option to forthwith terminate the contract, if contractor fails to comply with the requisitions contained in the said written notice issued by CSIR-NGRI within ten days of the receipt thereof.
- 9.4 In case the contractor's right and/or obligations under this contract are transferred or assigned without prior written consent of CSIR-NGRI. CSIR-NGRI may at its absolute discretion terminate this contract, without prejudice to the other rights it has under the contract.

## **10. LIABILITY AND INDEMNITY**

- 10.1 The Contractor agrees to indemnify, defend and hold CSIR-NGRI harmless from and against any and all claims, suits or causes of action for injury to or worth of contractor's personnel and for loss or damage to property of contractor or his personnel arising from or related to performance of this contract, and without regard to the negligence or fault of any party.
- 10.2 Except as otherwise specified in Article 10.1 above, CSIR-NGRI agrees to indemnify defend and hold contractor harmless from and against any and all claims, suits or causes of action for injury to or death of loss of damages to the property or persons belonging to its employees arising from or related to performance of this contract and without regard to negligence or fault of any party.

## **11. CONSEQUENTIAL DAMAGES**

Neither CSIR-NGRI nor the contractor shall have any claim against the other for any consequential damages. The term consequential damages herein shall include without limitation to the meaning, loss of profit, hydrocarbon production, business opportunity of use of assets.

## **12. JURISDICTION AND APPLICABLE LAW**

This contract shall be governed by the laws of India and shall be subjected to the jurisdiction of courts in Hyderabad.

## **13. SEVERABILITY**

Should any provision of this contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision and they shall remain binding on parties hereto.

**14. FAIRNESS AND GOOD FAITH**

The Parties undertake to act in good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**15. ARBITRATION**

Except as hereinbefore provided, all disputes arising out of or in connection with this contract shall be amicably settled or else the same be referred to the sole arbitration of a person nominated by Director General, CSIR as such Arbitrator. The arbitration proceedings shall be held under the Indian Arbitration and Conciliation Act, 1996 and the statutory modification or re-enactment thereof, if any, and the rules made there under for the time being in force shall apply to such arbitration and this deed shall be deemed to be submission to arbitration within the meaning of the said Act. The cost of the arbitration shall be shared between the Parties. The award of the Arbitrator shall be final and binding on the parties. The venue of the arbitration shall be Hyderabad, India.

**16. ASSIGNMENT**

The rights and obligations of the Contractor shall not be assigned without the prior written consent of CSIR-NGRI.

**17. INTERPRETATION**

The titles and headings given in this Contract are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this contract.

Controller of Stores & Purchase

(S. GNANAPRAKASAM)

## AGREEMENT FORM

### The Agreement

This agreement made and entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Between

CSIR (Council of Scientific & Industrial Research) a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at 'Anusandhan Bhavan' 2, Rafi Marg, New Delhi – 110 001 (hereinafter called CSIR which expression shall where the context so admits include its successors and permitted assigns) represented by its laboratory National Geophysical Research Institute, Uppal road, Hyderabad of the one part.

AND

\_\_\_\_\_ (Name of the Party) a \_\_\_\_\_ (Company) registered in India under the \_\_\_\_\_ (Act No. & Year) and having its registered office at \_\_\_\_\_ (Address) (hereinafter called the PARTY which expression shall where the context so admits include its successors and permitted assigns) of the other part.

### Preamble

Whereas CSIR through its National Geophysical Research Institute, Hyderabad, hereinafter referred to as CSIR-NGRI invited competitive bids vide its Bid enquiry No. for Geodetic leveling and GPS measurements in Koyna-Warna Region, Maharashtra and the bidding documents thereof.

And whereas the contractor submitted its offer vide \_\_\_\_\_ dated \_\_\_\_\_ claiming it has sufficient technical and management know-how and has offered to deploy its equipment, personnel and services as detailed in this agreement for Geodetic leveling and GPS measurements in Koyna-Warna Region, Maharashtra for CSIR/CSIR-NGRI.

And whereas CSIR/CSIR-NGRI has issued a firm Letter of Intent No. \_\_\_\_\_ on \_\_\_\_\_.

NOW THEREFORE, the parties hereby agree as follows :-

S.3. The following documents attached here to, shall be deemed to form an integral part of this contract.

- (i) The General Conditions of Contract
- (ii) Terms of Reference / Scope of Work
- (iii) Original Bid document
- (iv) Price Bid
- (v) LOI
- (vi) Acceptance Letter
- (vii) Any other information

S.4. The mutual rights and obligations of CSIR/CSIR-NGRI and the Contractor shall be as set forth in the contract, in particular :

- (i) The Contractor shall carry out the Services in accordance with the provisions of the Contract; and

(ii) The CSIR-NGRI shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS THEREOF, EACH PARTY HAS EXECUTED THIS CONTRACT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

On behalf of the Contractor

On behalf of the CSIR/CSIR-NGRI

( )

( )

WITNESSESS :

(1) \_\_\_\_\_

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(2) \_\_\_\_\_

## BID SECURITY FORM

Whereas \_\_\_\_\_ (hereinafter called the "tenderer") has submitted their offer dated \_\_\_\_\_ (date of submission of tender) for the supply of \_\_\_\_\_ (name and/or description of the goods)

(hereinafter called the tender")

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (name of country), having our registered office at \_\_\_\_\_ (address of bank) (hereinafter called "the Bank"), are bound unto \_\_\_\_\_ (name of Purchaser) (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

(Signature of the authorized officer of the Bank)  
Name and designation \_\_\_\_\_  
of the Officer  
Seal, name & address of \_\_\_\_\_  
the Bank

**PERFORMANCE SECURITY FORM**

To

(Name of Purchaser)

WHEREAS \_\_\_\_\_

(name and address of the supplier) ((hereinafter called "the Supplier") has undertaken, in pursuance of contract No. \_\_\_\_\_ dated \_\_\_\_\_

to supply (description of goods and services) ((hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_

\_\_\_\_\_ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Name and designation \_\_\_\_\_

of the Officer

Seal, name & address of \_\_\_\_\_

the Bank

# Area Map

