



CSIR - NATIONAL GEOPHYSICAL RESEARCH INSTITUTE

(Council of Scientific & Industrial Research)

Uppal Road, Hyderabad – 500 007

TENDER DOCUMENT

**Tender No.55(3)2015–Pur/T–26
dated 21st July, 2015**

**Down hole Gyro Survey in two Bore holes
in Koyna – Warna Region Maharashtra,
India.**

Bid Security/E.M.D : INR 75,000 / USD 1,250 /
equivalent.

BID CLOSING DATE & TIME : 25-08-2015 - 2.30 pm (IST)

**TECHNICAL BID (Part – I)
OPENING DATE/TIME** : 25-08-2015 - 3.30 pm (IST)

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INSTRUCTIONS TO BIDDERS

- 1.0 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 **“Down hole Gyro Survey in Koyna – Warna Region” Maharashtra, India.**
- 2.0 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 **“Down hole Gyro Survey”** at its **Paneri and Khadi sites** in Koyna – Warna Region” Maharashtra, India.
- 2.1 **Pre-Bid conference** will be held at -CSIR-NGRI, Uppal Road, Hyderabad – 500 007, Telangana, India on **04/08/2015 at 10.30 a.m. (IST)** onwards. **Bidders may note that in case there is a subsequent change in tendered specifications and other terms and conditions after discussions during proposed Pre-bid conferred on 04/08/2015, such changes/ revised specifications will be notified to the bidders by hosting the same at CSIR-NGRI website.**

3.0 BID DOCUMENTS

- 3.1 The Bidder shall comply fully with the instructions contained in this Bid document. The bidder is expected to peruse, examine and confirm all instructions, sections, terms and conditions, specifications etc. in the bid documents. Failure to furnish all information, data as stipulated in the bid document 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.
- 3.2 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 final outcome of the bidding process.
- 3.3 Bids are to be submitted in triple sealed cover. The first inner cover will contain TECHNO-COMMERICAL bids having all details but with price column blanked out. This cover will clearly be super scribed **“TECHNO COMMERCIAL Bid (Part-I)”** 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 super scribed **“Commercial BID (PART – II)”** along with bid number. These two covers shall be put into an outer cover and sealed. **The outer covers should duly bear the NGRI tender number and date of closing/opening of the bid prominently underlined, and should be addressed to the Director, CSIR-NGRI.**

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.

4.0 EXPERIENCE OF THE BIDDER:

- 4.1 The bidder as a company/ firm should have successfully completed **“Down hole Gyro Survey”** in **at least 3 boreholes of at least 1500 meters using the tool, which will be used in the proposed one, in the last 3 years** as on closing date of this bid. And documentary evidences to this effect have to be submitted along with **Techno-Commercial Bid.**
- 4.2 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. Proof of experience should be submitted along with Techno-commercial (Un priced) bid, failing which Technical bid will not be considered for further evaluation.

- b) Descriptive literature of the bidder's constitution, experience and past performance on similar jobs and capabilities of the personnel.
 - c) Technical details as per Bid Document duly filled in and signed.
 - d) Exception, if any, to CSIR-NGRI's terms and conditions of the contract.
 - e) Bidders are required to submit **EMD** as per Clause 9.1. along with **Techno-Commercial Bid**.
 - f) Any other information/details as required under Bid Document.
- 4.3 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.
- 4.4 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 organization stating his rank/designation, enclosing a copy of his Power of Attorney to sign the Bid, shall duly sign the Bid.
- 4.5 **Bidders are required to provide details of gyro tools (s) in their possession over the last 5 years both optic and mechanical** to be deployed for the services to be rendered by them against proposed contract.
- 4.6 Relationship with CSIR-NGRI.
- The bidder shall declare in writing that neither he nor any of his associates is in any way related to any Officer of the rank of Under Secretary or above in CSIR/Laboratories. CSIR-NGRI may decide not to deal with such firms who fail to comply with the above advice.
- 4.7 Canvassing in connection with the bid is strictly prohibited and the bid submitted by the successful bidder who resorts to canvassing will be liable for rejection.
- 4.8 **Site Visit, Local condition etc:**
- 4.9 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility and cost, all information that may be considered necessary for preparing the bid and entering in to contract. The visit to the site shall be at the bidder's own risk and expense.
- 4.10 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.
- 4.11 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.
- 4.12 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.

5.0 INSTRUCTIONS FOR FILLING BIDS

- 5.1 The Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so. The clarifications and amendments issued after **pre-bid conference on 04/08/2015** would also be hosted on CSIR NGRI website for the benefit of the other prospective bidders.
- 5.2 Bid document shall be duly 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 Down hole Gyro Survey services as detailed in the scope of work, failing which the offer will be rejected.
- 5.3 The Bidder's Bid and any annotation or accompanying documentation shall be in English Language.
- 5.4 Bidder's shall set their prices/rate in figures preferably type written and without any qualification. Each figure stated should 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. Illegible price bids will be rejected outright. Bids containing qualifying expressions subject to minimum acceptance etc. will be disqualified.
- 5.5 No clarification shall be sought after opening of techno-commercial bids. Conditional bids indicating exceptions/deviations to bid conditions will be summarily rejected.
- 5.6 Only those bidders who are capable to take up the work shall submit the bids. 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.
- 5.7 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.
- 5.8 No correspondence after opening of Bid will be entertained from the Bidder. However, if CSIR-NGRI seeks any clarifications with respect to the bid the same is to be complied with by bidders.
- 5.9 Bid from Bidders not complying with the above instructions can be summarily rejected.

6 DATE OF BID SUBMISSION

- 6.1 Bidders must ensure that their Bid must be received in the office of Controller of Stores & Purchase, **CSIR-NGRI, Uppal Road, Hyderabad- 500 007, positively on or before 25-08-2015 (2.30 P.M IST)**. The Techno-commercial bids **will be opened at 3.30 P.M. on same day** in the presence of bidders who are desirous to be present.
- 6.2 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.

7. VALIDITY OF BID

- 7.1 The bid must be kept valid for acceptance for **90 days** from the date of closure of bid. Validity of bid can be extended by mutual consent.
- 7.2 The Mobilization time to undertake the work allowed is maximum **15 days** from the date of award of Contract. Bidder must give an undertaking-confirming acceptance of this clause.

7.3 The successful Bidder 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 its 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.

8. AREAS OF OPERATION AND SCOPE OF WORK

Area of work: **Paneri and Khadi in Koyna – Warna Region Maharashtra, India.**

9. EARNEST MONEY DEPOSIT (EMD)

9.1 Bidders are required to submit EMD valid for **135 days** from the date of opening of bid for an amount of **Rs.75,000 or USD 1,250 or equivalent.**

EMD can be in the form of a Demand Draft (DD) drawn in favour of CSIR-NGRI, payable at Hyderabad. In case, the bidder chooses to submit a bank guarantee, it should be strictly as per CSIR-NGRI Pro-forma attached, to be issued by a Nationalized / Scheduled Bank only.

The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./Instts, if any, are exempted from payment of EMD provided such registration includes the item they are offering and not for services provided by other companies.

9.2 The successful bidder is required to **extend** the validity of the EMD for a further period till the formal contract is signed and performance bank guarantee is submitted, as per instructions of CSIR-NGRI.

9.3 **Part-I - Techno-commercial Bids not accompanied by Earnest Money Deposit (EMD) as mentioned above will be summarily rejected.**

9.4 The EMD of unsuccessful Bidders will be returned within **30 days** from the date of signing of contract.

9.5 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 the contract.
- c. If a successful Bidder fails to furnish Performance Bank Guarantee within 10 days of signing of contract.

10. RIGHT TO REJECT

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

11. AUTHORISATION

Bidders are at liberty to be present or to authorise their representative at the time of opening of Bid on the date and time specified. A letter of authorisation along with the bid document must be forwarded to Director, CSIR-NGRI. The person attending the opening of Bid must produce a copy of this letter in the office. Unless he presents this letter/ authorization , he may not be allowed to attend the opening of Bid.

12. **PERFORMANCE BANK GUARANTEE:**

The successful bidder will have to furnish to CSIR-NGRI, a Performance Bank Guarantee(PBG) for a sum equivalent to **10% of contract value** from a Nationalized/ Scheduled bank as per CSIR-NGRI's proforma enclosed, This Bank Guarantee shall be valid up to **120 days** beyond the date of completion of the contract. It shall be submitted within **10 days** of signing of contract.

13. **GENERAL CONDITIONS**

- 13.1 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.
- 13.2 This bid being under **two bid** system, only the Techno-commercial bid (Part-I) will be opened on the opening date indicated. Commercial / Price bids (Part-II) of only short listed bidders will be opened at a later date under intimation to technically shortlisted bidders concerned.
- 13.3 The successful bidder shall conform to all statutory laws including labour laws (Labour registration etc.,) of the State/Central Government. The successful bidder shall indemnify CSIR-NGRI for any breach of laws committed by him in course of execution of proposed contract. The successful bidder shall take adequate measures to ensure continuous and unhindered output of work.
- 13.4 Any expenditure incurred by CSIR-NGRI on behalf of the successful bidder who is under an obligation to bear the expenditure as per the relevant law shall be recovered by CSIR-NGRI from the successful bidder either by deduction from an amount payable to the successful bidder under the contract or as a debt payable by the successful bidder.
- 13.5 The successful bidder will be solely responsible for the welfare of his personnel deployed under the proposed contract. 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 sole responsibility of successful bidder. Successful bidder shall fully indemnify CSIR-NGRI from any such statutory or vicarious liability claim in future.
- 13.6 The CSIR-NGRI shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation cost, charges and expenses arising or occurring from or in respect of any such claims or damages from any sum or sums due or to become due to the successful bidder.
- 13.7 The Successful bidder will acquire requisite statutory licenses / clearances from appropriate authorities, as per the applicable laws.
- 13.8 The Successful bidder should ensure that Safety and security regulations strictly adhered to as per Govt. of India norms. Bidder should provide for all the participating crew members, necessary safety kits like shoes, helmets and winter cloths , etc. as per requirement.
- 13.9 Area of work falls in **Paneri and Khadi in Koyna – Warna Region Maharashtra, India**
- 13.10 **The time for completion of work is 30 days from the date of award of contract which includes 15 days mobilization time .**
- 13.11 CSIR-NGRI reserves the right to terminate the contract at any stage of the work without assigning the reason what so ever.

TERMS OF REFERENCE / SCOPE OF WORK

S. No	Description of the Item	Qty.
1	<p>Down hole Gyro Survey in 2 boreholes for accurate orientation of bore hole structural features.</p> <ul style="list-style-type: none"> • Continuous north seeking Gyro for down hole survey of the borehole in cased and open hole conditions • Sensor may preferably be optic; rates for mechanical sensors may also be quoted; like the Maxibor or the Sperry-sun gyro based probe • Measurements of azimuth, dip, depth are required at every 5 cm from collar for each borehole, in continuous mode, with sampling rate at 0.5 s. Additional parameters may be magnetic field, gravity field, temperature • Accuracy requirement is as: azimuth 0.1 deg, dip 0.1 deg, depth 0.1 m • Raw and processed / desurveyed data must be supplied in soft and hard copies (ascii data) • Processed data will include correction for 1) Zero offset, 2) Gain adjustment, 3) Orthogonality, 4) Linearity, and 5) Temperature drift <p>Surveys in the two boreholes to be done sequentially; rig is not available in either.</p> <p>One of the boreholes have artesian conditions</p>	2 Bore holes

VI. SCHEDULE OF RATES

The bidders are requested to quote the charges exactly as shown in the Proforma

SCHEDULE OF RATES

RATES TO BE QUOTED BY THE BIDDER

PRICE BID - SCHEDULE OF RATES – Offer by Bidder

	Item	Rate per Bore hole (in Rs.) in figures	Total (in Rs.) in words.
1.	Downhole Gyro Survey in 2 Nos. of Bore holes at Paneri and Khadi of Koyna-Warna region, Maharashtra, India,		
	Taxes applicable if any,		
	Grand Total		

Signature of authorized Person_____

Name of Signatory_____

Position_____

Date_____

Place_____

BID EVALUATION CRITERIA

PARTICULARS	COMPLIED AND ACCEPTED / NOT ACCEPTED/ NOT APPLICABLE
<p>A. TECHNICAL:</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 successfully completed Gyro Survey in at least 3 boreholes of at least 1500 meters using the tool, which will be used in the proposed one, in the last 3 years. And documentary evidences to this effect have to be submitted along with the Part-I Techno-commercial Bid, without fail.</p>	
<p>B. COMMERCIAL</p> <p>The price quoted must be NET PER UNIT bore hole wise shown in the schedule of rate and must be clearly shown in figures and words</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
National Geophysical Research Institute
(Council of Scientific & Industrial Research)
Uppal Road, Hyderabad – 500 606

PH: 040-27012887-27012370/ Fax: 040-2717 1564
e-mail : purchase@ngri.res.in

- b) Name and address of the Successful bidder

1.2 The validity of the contract will be for **one year**.

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

1.4 Mobilisation Period :

Mobilisation means the deployment of requisite crew & equipment, establishment of camp by the successful bidder necessary to carry out Down Hole Gyro Survey..

Maximum mobilisation period allowed is **15 days** from the date of award of work. Certificate of Mobilisation jointly signed by CSIR-NGRI authorized representative and successful bidder shall be the proof of Mobilisation.

1.5 **Duration of Survey:** The time for completion of work is **30 days which includes mobilization time of 15 days from the date of aware of contract.**

2. WORK PERFORMANCE STANDARDS

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

2.2 CSIR-NGRI Party Chief is empowered to declare the work logistically difficult for data acquisition for any scientific reason which is beyond the control of the successful bidder and unforeseen circumstances.

3. TERMS AND MODE OF PAYMENT

Mode of payment:

Payment will be made as follows:

Payment will be made within 30 days from the date of completion of the survey.

PAYMENT Procedure .

- a) Successful bidder shall prepare Invoice in 3 copies.

- b) **Party Chief, CSIR-NGRI / PL** will certify the Invoice submitted by the Successful bidder and forward the same duly certified, for release of payment.
- c) Successful bidder will raise the Invoices/ Bills in the name of Director, CSIR-NGRI, Hyderabad-500007.
- d) Payment of Invoice will be made within 30 days of receipt of Invoices, subject to satisfactory service, as certified by CSIR NGRI's user/PL. 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.
- e) The successful bidder 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 successful bidder during the course of work for the period covered by the bill.

Compensation for Public Property

Compensation for damages, if any, during operations or as a result of conduct of services and/or movement of his employees and equipment at site will be entirely successful bidder's responsibility. Public Liability Insurance ,if applicable, shall be obtained by the bidder at his own cost for the duration of the contract.

Pits dug and Ways created by the successful bidder should be filled up and restored to original condition after operation .Otherwise expense incurred by CSIR-NGRI in doing so will be adjusted from Successful bidder's bill or can also be adjusted from the amounts payable by CSIR-NGRI to the Successful bidder.

5. FIRM RATES & CURRENCY OF PAYMENT

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.

6. TAXES

The successful bidder shall be responsible to pay all taxes and duties such as corporate tax, service tax, turnover tax, sales tax, excise duty, etc., leviable on them and their employees including sub-successful bidders, 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 .Successful bidder 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 by CSIR-NGRI as per clause No.194 (J) of TDS rules.**

In case of foreign bidders not having any registered office in India, Service Tax shall be deducted and paid directly by CSIR-NGRI to Government of India in Indian currencies at the prevailing rate (presently 14%) from Invoice amount payable to Contractor providing Services. Otherwise, Service Tax shall be paid by the contractor directly to the Goernment.

7. Re-Export of the equipments, Units / along with spares etc., and duty drawback.

The equipments, Units / tools, unutilized spares, accessories consumables etc., required to be imported to India to carry out the Gyro Survey Work and need to be re-exported by the Successful Bidder after the completion of the Work at Successful Bidder's own expenses and risk. Successful Bidder shall be responsible to import necessary equipments, units / tools, accessories, spares consumables etc., and re-export the same after completion of the

Survey and Contactor shall be responsible to complete all the statutory formalities required to be completed as per Section 74 of the Customs Act, 1962 (along with charges in the provisions relating to Drawback in the Customs Act, 1962 by Finance Act 1995 – Re-export of Imported Goods, (drawback of Customs Duties) Rules, 1995 and the Customs and Central Excise Duties drawback Rules, 1995) for availing the benefits of customs duty in this regard. CSIR-NGRI shall not responsible for any matter in this regard.

8. **Customs Duty**

Customs duty for import of equipments, spares, consumables, accessories etc., will be borne by the Contractor/ Successful Bidder. For availing of concessional rate / exemption of Customs Duty, if any, on the equipments, spares, consumables, accessories etc., CSIR-NGRI will only provide necessary certification on application that the equipments, spares, consumables accessories etc., imported for the Contract for Research and Development purpose.

The Contractor/ Successful Bidder shall be responsible to ensure that only the items authorised by CSIR-NGRI are imported and should not be used for any purpose other than the Works arising out of the proposed Contract.

9. **LIQUIDATED DAMAGES (L/D) FOR DELAY IN MOBILISATION & EXECUTION OF WORK**

1. Mobilisation period allowed is maximum **15 days** from the date of award of contract.
2. In case the successful bidder fails to mobilize and start his work **on or before expiry of 15 days**, as above, liquidated damages at the rate of half percent (0.5%) of contract price per week or part thereof for such delay will be levied. This L/D however will not exceed 5% of the total contract value. This will apply even though the successful bidder is allowed to mobilize after 15 days due to reasons acceptable to the CSIR-NGRI.
3. **If the work is not completed within 30 days from the date of award of contract**, liquidated damages at the rate of 0.5% of contract price per week or part thereof for such delay will be levied, subject to maximum of 10% of contract value.

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

10. **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 month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, 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 the successful bidder's personnel shall not be construed as force majeure.

11. **OTHER CONDITIONS**

- 11.1 The successful bidder 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 applicable/ payable in respect of the work and lodge the receipt with CSIR-NGRI on demand.
- 11.2 The successful bidder must ensure that his work shall not cause any nuisance to the public in general and to neighboring occupants in particular.
- 11.3 The successful bidder shall not transfer/assign/sublet the contract or any part thereof to a third party in any manner without prior written approval from CSIR-NGRI and no such transfer/assignment as and when accepted should relieve the successful bidder of his own responsibility under the contract.
- 11.4 The successful bidder shall be responsible for all injuries to the persons, animals or things and for damages to the structural and/or decorative part of property which may arise from the successful bidder's operations, or any of his sub-successful bidder, their employees, due to negligence or otherwise. The successful bidder shall indemnify CSIR-NGRI and hold it harmless in respect of all and any expense arising from any such injury or damage to persons or property as aforesaid.
- 11.5 The successful bidder shall conform to all laws including labour laws of the State/Central Government. The successful bidder shall indemnify CSIR-NGRI for any breach of laws committed by him. The successful bidder shall take adequate measures to ensure continuous and unhindered output of work.
- 11.6 The successful bidder 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 successful bidder 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 successful bidder for whatever reason.

12. TERMINATION

- 12.1 In the event of the Successful bidder/ 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.
- 12.2 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.
- 12.3 If CSIR-NGRI considers that the **performance of the successful bidder is unsatisfactory or not up to the expected standard**, CSIR-NGRI shall notify the successful bidder in writing and specify in detail the causes of dissatisfaction. CSIR-NGRI shall have the option to terminate the contract forthwith, if successful bidder fails to comply with the requisitions contained in the said written notice issued by CSIR-NGRI within **ten days** of the receipt thereof.
- 12.4 In case the successful bidder'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.
- 12.5 If the successful bidder fails to provide requisite job services for data acquisition for five

working days after mobilization , the contract can be terminated by CSIR-NGRI unilaterally giving only ten days notice without having any liability on the part of CSIR-NGRI to pay any compensation, damages for the termination of the contract. In addition, CSIR-NGRI without prejudice to the rights of the owner of the site for damages caused, if any, during course of work, will be at liberty to recover the cost of damages, if any, from the successful bidder.

13. LIABILITY AND INDEMNITY

13.1 The Successful bidder 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 successful bidder's personnel and for loss or damage to property of successful bidder or his personnel arising from or related to performance of this contract, and without regard to the negligence or fault of any party.

14. CSIR-NGRI'S RIGHT TO QUESTION STATEMENT AND AUDIT

14.1 Payment of any Invoice shall not prejudice the right of CSIR-NGRI to question the allow ability under this contract of any amounts claimed therein, provided CSIR-NGRI within two years after the date of any such invoice, delivers to successful bidder a written notice identifying any item(s) which it questions and specifying any item(s) which it questions and specifying the reasons therefore. Should CSIR-NGRI so notify successful bidder, such adjustment shall be made, as the parties shall agree.

14.2 Successful bidder shall maintain a complete and correct set of records with details pertaining to his Invoices, Payments and claim details thereof. CSIR-NGRI shall have the right to inspect and Audit at Successful bidder's office where such records relating to the above are kept within a period of two years from the date of the invoice.

15. CONSEQUENTIAL DAMAGES

Neither CSIR-NGRI nor the successful bidder 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 and business opportunity of use of assets.

16. 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, India only.

17. SEVERABILITY

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

18. 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.

All the data generated by the bidder to be handed over to CSIR-NGRI and it will be sole property of CSIR-NGRI. It should not be copied or disclosed or shared by successful bidder with any third party.

19. **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**, Anushandhan Bhavan, New Delhi, as such Arbitrator. The arbitration proceedings shall be held in accordance with provisions of 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.

20. **ASSIGNMENT**

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

21. **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. In case of any dispute on the meaning or interpretation of any term of this bid document, decision of Director, CSIR-NGRI, on such matter will be final.

AGREEMENT FORM

This agreement made and entered into on _____ day of _____, 2015

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) 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.

S.2 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 Seismic Job Services and Topographical Survey in the States of West Bengal and Jharkhand and the bidding documents thereof.

And whereas the successful bidder submitted its offer vide _____ dated _____ claiming it has sufficient technical and management know-how and has offered to deploy their equipment and personnel as detailed in this agreement for shothole drilling 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 hereto 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 Successful bidder shall be as set forth in the contract, in particular:

- (i) The Successful bidder shall carry out the Services in accordance with the

provisions of the Contract; and

- (ii) The CSIR-NGRI shall make payments to the Successful bidder 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 Successful bidder

On behalf of the CSIR/CSIR-NGRI

()

()

WITNESSESS:

(1) _____

(1) _____

(2) _____

(2) _____

BID SECURITY FORM (EMD)

Whereas _____ (hereinafter called the bidder") has submitted their offer dated _____ for the _____ supply of _____ (hereinafter called the bid") against the purchaser's bid enquiry No. _____ KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser") In the sum of ----- for which payment will 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 bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this bid.

If the bidder having been notified of the acceptance of his bid by the Purchaser during the period of its validity:-

- (2) If the bidder fails to furnish the Performance Security for the due Performance of the contract.
- (3) 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 upto and including 45 days after the period of bid 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 and address of the Branch

INDEMNITY BOND

We M/s having Registered Office at hereby indemnify CSIR-NGRI, Hyderabad, India and acting with regard to Contract No. _____ dated _____ for _____ we fully indemnify CSIR-NGRI against any future claims with regard to the pending payments to be made by us and thus indemnify CSIR-NGRI from all future claims if any payments in this regard pending between us and other party.

We indemnify CSIR-NGRI against any penalties / claims arising from any default on our part in complying with the provisions and obligations under Contract Labour (Regulation and Abolition) Act, 1970 and rules hereunder.

We further indemnify CSIR-NGRI to the effect that all wages / dues of the workman engaged by our sub-successful bidder or us have been fully; paid for the entire contract period by us. We indemnify CSIR-NGRI against any default on our part in complying with the status / laws of the local authorities, State and Central Government. We further indemnify CSIR-NGRI and hold it harmless in respect of all or any expenses arising from any and all injury to the persons, animal or things and for all damages to the structural and or decorative part of property which may arise from the operations or our neglect, whether such injury or damage Arisen from carelessness, accident or any other cause whatever in any way connected with the carrying out of the aforesaid contract. We also indemnify CSIR-NGRI in respect of injury or damage under Acts compensation or damages consequent upon such claim. We further indemnify CSIR-NGRI against all claims which may be made against CSIR-NGRI by any member of the public or their party in respect of anything which may arise in respect of the wok or in consequence thereof and caused by our negligence or negligence of our representative / employees.

We further indemnify the CSIR-NGRI in respect of any costs, charges or expenses arising out of any claim or proceedings at law and also in respect of any award of compensation or damages arising there from. CSIR-NGRI shall be at liberty and is hereby empowered, to deduct the amount of damages, compensations, costs charges and expenses as above said from sums may be due to us. We further indemnify CSIR-NGRI in respect of any claims/issues arising out of the execution of the contract and no claims are pending with CSIR-NGRI against the contract referred as above.

This indemnity Bond executed this day the _____

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

.....

WHEREAS(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after 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 bank 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 there under 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, 2015.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch