



# CSIR – National Geophysical Research Institute

## TENDER DOCUMENT

Tender No.55(1)2016–PUR/T–1

Dated 09/04/2016

### **2D Seismic Job Services, Shot Hole Drilling, Loading & blasting of shot holes and Topographic Survey in Kutch Dist, Gujarat**

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No. 55(1)2016-PUR/T-1

Date: 09/04/2016

### **NOTICE INVITING TENDER (NIT)**

**Sub: Providing services for carrying out 2-D Seismic Job Services, Shot hole drilling and Topographic survey in Kutch Dist, Gujarat.**

The Director, CSIR-NGRI, invites sealed bids in two parts (Part – I Techno Commercial un-priced & Part – II Priced bid), for purchase of following item:

Sl. No.	Description of items	Quantity	Single/ Two bid	Bid Security (EMD)
1)	Providing the following services to carry out 2-D Seismic data acquisition in Two parts in Kutch Dist, Gujarat. <ul style="list-style-type: none"> <li>i. Topographic survey</li> <li>ii. Seismic Job Services</li> <li>iii. Shot hole drilling</li> <li>iv. Loading and Blasting of shot holes</li> </ul>	As per details indicated under Scope of work	Two Bid	INR 15,30,000

**Pre-bid Conference** will be held on **18<sup>th</sup> April, 2016 – 10.30 A.M** at Lecture Hall-I, Extension Building, CSIR-NGRI, Hyderabad. Any doubt regarding the above work will be clarified at the Pre-bid meeting.

The Part – I Techno commercial un-priced bid should accompany EMD as indicated above. **The bids must reach this office on or before 10/05/2016 - 2.30 p.m. (IST)** and the **Part – I Techno commercial un-priced bid shall be opened on same day at 3.00 p.m. (IST).**

All bids must be accompanied by a bid security as specified above and must be delivered to the above office at the date and time indicated above. Techno-commercial un-priced bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

The Director, CSIR-NGRI reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons there for.

**(S.GNANAPRAKASAM)**  
- Controller of Stores & Purchase

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## INSTRUCTIONS TO BIDDERS

- 1.0 National Geophysical Research Institute (NGRI), a research institute under Council of Scientific and Industrial Research (CSIR) presently engaged in R&D work in Earth Sciences in different parts of India, proposes to carry out **2-D Seismic data acquisition work etc., in Kutch district, Gujarat, as defined in scope of work.**
- 2.0 Accordingly, National Geophysical Research Institute (NGRI), Hyderabad now invites bids under **Two Part Bidding system** (Techno-Commercial Bid Part-I and Commercial Bid Part - II) from capable and experienced parties for carrying out 2-D Seismic data acquisition work etc., in Kutch district, Gujarat, as defined in scope of work.

### 3.0 BID DOCUMENTS

- 3.1 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.
- 3.2 Bidders shall bear all costs associated with the preparation and submission of bid etc. NGRI will in no case be responsible or liable for those costs, regardless of the conduct or 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 tender number and date of closing/opening of the bid prominently underlined, and should be addressed to the Director, NGRI.**

Bidders desiring to deliver the bid in person may handover the same to office of Controller of Stores & Purchase at NGRI. Bidders may also submit their offers by registered post / speed post to reach NGRI on or before the due date and time.

### 4. EXPERIENCE OF THE BIDDER AND HIS PERSONNEL:

- 4.1 The Bidder as a Company / Joint venture Company should have the following proven capabilities and executed at least one such jobs over the past five years.
  1. Topographical Surveys for 2-D Seismic works.
  2. Operation and handling of 2-D Seismic equipment and other allied jobs.
  3. Labour handling to perform such jobs for 2-D Seismic Surveys.
  4. Experience in drilling of shot holes in all types of terrain, i.e. hard rock, sedimentary basins etc. for 2D seismic surveys.
  5. Experience in Loading of explosives and blasting of loaded holes

Documentary evidence to substantiate the above experience criteria as per the Clause No.4.1 shall be submitted along with the bid (part-I)

- 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.
  - 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 NGRI's terms and conditions of the contract.
  - e) Bidders are required to submit EMD as per Clause 9.1.
  - 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. NGRI will reject outright any Bid unsupported by adequate proof of the signatory's authority.
- 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 indicate the type and quantity of equipment including vehicles and list of all personnel's qualifications & their experience (Seismic Job Services for seismic data acquisition etc.) for the services to be rendered by them against this contract.
- 4.6 Relationship with 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. 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 are 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:
- a. 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. The visit to the site shall be at the bidder's own risk and expense.
  - b. Failure to visit the site or failure to study the bidding documents will in no way relieve the bidder from furnishing any material or performing all works in accordance with the bidding documents, as a lump sum contract.
  - c. 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.
  - d. 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 NGRI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by 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 would also be hosted on the website of the purchaser for the benefit of the other prospective bidders. No other press notification will be issued.

### Pre-bid Conference

Pre-Bid Conference, will be held on **18<sup>th</sup> April, 2016 – 10.30 A.M** at

Lecture Hall-I, Extension Building,  
CSIR-NGRI, Hyderabad - 500 007

Any doubt regarding the above work will be clarified at the Pre-bid meeting. Bidders desirous of attending the Pre-Bid Conference are requested to inform the 'Purchaser' regarding their participation with their queries.

- 5.2 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, Shot hole drilling and Topographical survey 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 clarifications shall be sought after opening of techno-commercial bids. Conditional bids indicating exceptions/deviations to bid conditions will be summarily rejected.
- 5.6 The 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 NGRI seeks any clarifications with respect to the bid the same is to be complied with.
- 5.9 Bid from Bidders not complying with the above instructions can be summarily rejected.

## 6. DATE OF BID SUBMISSION

- 6.1 Bid must be received in the office of Controller of Stores & Purchase, **on or before 10/05/2016 - 2.30 p.m. (IST)** and the **Part – I Techno commercial un-priced bid shall be opened on same day at 3.00 p.m. (IST)** in the presence of bidders who are desirous to be present.

6.2 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 allowed is maximum 15 days from the date of award of work. Bidder must give an undertaking-confirming acceptance of this clause.

7.3 The 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 issue or within such extended time as may be permitted by 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

8.1 Area of work in the form of a Map and the detailed scope of work are as given separately elsewhere in the bid document.

8.2 Approximate quantum of work is only for indicative purpose and the exact work volume may change depending on the exploration objectives and the results of the experimental work. The works pertaining to Part – I will be taken up and Part II will be decided in due course of time based on availability of funds. No minimum quantum of work is guaranteed.

## 9. EARNEST MONEY DEPOSIT (EMD)

9.1.1 Bidders are required to submit EMD valid for **135 days** from the date of opening of bid for an **amount of Rs.15,30,000/- (Rupees Fifteen lakhs and Thirty thousand only)**

EMD can be in the form of a DD drawn in favor of NGRI, payable at Hyderabad. In case, the bidder chooses to submit bank guarantee, it should be strictly as per pro-forma attached from a Nationalized / Scheduled Bank.

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

9.1.2 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.

9.1.3 **Unsigned bids and Bids not accompanied by Earnest Money Deposit as mentioned above will be summarily rejected.**

9.1.4 The EMD of unsuccessful Bidders will be returned within 15 days from the date of signing of contract.

9.1.5 EMD shall be forfeited in the following events:

- a) If the Bid is withdrawn or modified or varied in a manner not acceptable to 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**

NGRI reserves the right to reject any or all bids without assigning any reason whatsoever. 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 authorize their representative at the time of opening of Bid on the date specified. A letter of authorization along with the bid document must be forwarded to Director, NGRI. The person attending the opening of Bid must produce a copy of this letter in the office. Unless he presents this letter, he may not be allowed to attend the opening of Bid.

## 12. **PERFORMANCE BANK GUARANTEE:**

The successful bidder will have to furnish to NGRI, a Performance Bank Guarantee for a sum equivalent to **10% of contract value** from a Nationalized/ Scheduled bank as per pro-forma 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 systems, only the techno-commercial bids will be opened on the opening date indicated. Price bids of the short listed bidders will be opened at a later date under intimation to technically shortlisted bidders.
- 13.3 The successful bidder shall conform to all laws including labor laws (Labour registration etc.,) of the State/Central Government. The successful bidder shall indemnify NGRI for any breach of laws committed by him. The successful bidder shall take adequate measures to ensure continuous and unhindered output of work.
- 13.4 The successful bidder 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 Gujarat 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 successful bidder should be maintained. The successful bidder shall pay the wages directly to the workmen without any intermediary.
- 13.5 Any expenditure incurred by 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 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.
- 13.6 The successful bidder will be required to maintain medical aid facilities, primarily for the Provision of first aid, supply of preventive medication for common types of illness, etc. and any requirement for Hospitalization or further medical treatment of his employees.
- 13.7 The successful bidder 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 from time to time. The successful



bidder must provide NGRI with proof of such coverage and in particular regarding insurance under Workmen's Compensation Act 1923, ESI act 1956. Successful bidder should be registered under EPF and Miscellaneous Provision Act 1952. Successful bidder should abide by EPF Act 1952, Workmen Compensation Act 1923, ESI Act 1956, Contract Labour Act 1970 and Interstate Migrant Workmen Act.

- 13.8 The successful bidder 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 is the cause. Public liability claims against his firm / 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. Successful bidder shall indemnify NGRI from any claim in future.
- 13.9 The 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.
- 13.10 The Successful bidder will acquire necessary 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.
- 13.11 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 fire extinguishers, shoes, helmets, radium jackets, winter cloths etc. All vehicles, camps and field crews should carry first aid kits.
- 13.12 Area of work falls in Kutch district, Gujarat. However as investigations will be carried out by the side of Reserve Forest area and wild life sanctuary, 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.
- 13.13 Bidder should obtain all necessary permissions from statutory / local authorities before commencement of the work. However, the necessary documents will be provided by NGRI.

14. **TimeSchedule:**

The **Time for completion of work in Part I and Part II is 12 months**, from the date of mobilization, excluding monsoon break.

NGRI reserves the right to terminate the contract at any stage of the work without assigning the reason what so ever by giving one month notice.

15. **OPERATING RATE:**

- a) The successful bidder shall be paid the operating charges only based on the cost for acceptable data acquired by the NGRI in requisite format, at actual.
- b) The Charges for Seismic Job Services should include
1. Transport of seismic materials from camp site to field site and back, maintenance and security of seismic materials like XLUs, BBUs, Cables, Geophones, Shooting systems and Batteries etc.
  2. Labour payment & insurance, camp establishment for labour, medical care of personnel, Messing for Labours, shifting of camp, etc.
  3. Providing necessary infrastructure (by hiring if required) in the field for carrying out day to day field activities as mentioned in Scope of work, etc.
  4. Loading and blasting of shot holes.

- c) 2-D seismic data will be acquired using 240/300 active channels per shot and total number of shots per one km is about 10 nos.

## TERMS OF REFERENCE / SCOPE OF WORK

### QUANTUM OF WORK:

CSIR-NGRI proposes to acquire 2-D Seismic Reflection and Refraction data in four lines (in two parts) in KUTCH district covering about 380 Km as shown in the below table (map enclosed). The work consists of **Topographical Survey, Seismic Job Services, Shot Hole Drilling and Loading & Blasting of drilled holes** which are explained in detail as given below. The work component may be variable by  $\pm 20\%$ . Location of lines and their Lat-Longs are shown in the map. The line positions may change slightly before or during the data acquisition due to the obstructions in the field. This will be decided by the CSIR-NGRI Scientists / Representative before start or during of the work. Bidders are requested to quote separately for the work pertaining to **PART – II** studies in the same tender.

Sl. No	Area	Line length
<b><u>PART – I</u></b>		
1.	<b>Line 1: Mouvana-Gamdi-Fatehgarh-Khandak-Bhimasar-Palaswa-UPTO Small Island in Little Raan (2-D Reflection survey only)</b>	70 Km
2.	<b>Line 2: Rann-Lodrani-Meghasar-Suvai-Kanthkot-Rampar-Vijpasar-Vandh-Enthal Talav (2-D Reflection survey only)</b>	100 Km
<b><u>PART – II</u></b>		
3.	<b>Line 3: Hill range in Kadir island-Gadhada-Ratanpur-South end of Kadir island-Chobari-Kharai-Sikra-Chopadwa-Moti Chirai (2-D Reflection survey only)</b>	80 Km
4.	<b>Line 4: North end of Pachcham island-Khavda-Bherendiwala-Rudramata-Bhuj-Bhadrapur-Kera-Kapyamata (2-D Reflection and Refraction survey)</b>	130 Km

### I. SEISMIC JOB SERVICES

#### Job Description:

- 2-D seismic reflection data will be acquired along four lines as described above with 240/300 active channels per shot and total number of shots per km is about 10 nos.
- This job involves laying of cables, connecting of ground electronics and batteries, planting the string of geophone bunches in a pit with interval of 50m, checking of seismic lines, loading & blasting of shot holes and maintenance of ground electronics by employing sufficient technical and non-technical persons.
- NGRI also proposes to acquire Refraction data as mentioned above in **Line 4 of PART - II**. For this work, drilling and blasting operations will be carried out in each spread with spread length of 24 to 30 km. Total of 4 to 5 shot points at 25 to 30 km interval will be blasted for each spread. These shot points will be selected by NGRI. In this work, geophone interval would be 100m and data would be acquired by operating all shot points as mentioned above.
- NGRI has about 80 nos. of Taurus stand alone system with three component geophones. These units with three component geophones will have to be deployed (**only for Refraction work in Line 4 of Part II**) at 300 meters interval as per instructions of Party chief/ PL.

**a. Manpower requirements:**

- a. Bidder has to deploy at least minimum number of manpower as specified below for the entire duration of the work in order to make the Seismic line ready as per the instruction of the party chief / NGRI representative, on each and every working day. The bidder also has to provide experienced staff for maintenance / servicing of cables, geophones and all other auxiliary equipments, battery charging etc for the entire duration of the field work.

Sl. No.	Category	Nos.
1.	Skilled	10
2.	Semi- Skilled	10
3.	Un Skilled	60

- b. One Geophysicist should be engaged from bidder's side to monitor the day to day activities, quality control and supervise the seismic job services. He should coordinate with NGRI officials in the field site for smooth execution of the work for entire field duration.
- c. Bidder shall provide about 20 workers for loading and shooting operations. There should be three Loading / Shooting crews for carrying out these works. The shooters should possess Explosive license issued by Department of Explosives, Government of India for loading & blasting of explosive which acts as energy source for data acquisition.
- d. A separate group of qualified and trained loading and shooting personnel should always be available as a backup crew in the event of misfire. Representative from NGRI will be present during loading and blasting operations and the work has to be carried out under his supervision.
- e. The bidder should provide adequate security arrangements for NGRI equipment, vehicles and seismic materials at the field site and in the base camp.
- f. The bidder also should provide man power to take care of security arrangements in Explosive magazine site.

**b. Vehicle requirements:**

- a. Bidder should deploy suitable vehicles to carry seismic materials like Cables, geophones, ground electronics such as XLUs, BBUs, batteries etc. and loading and shooting equipment from base camp to field site & back and also shifting from one camp location to the other.
- b. Bidder should deploy separate vehicle(s) for transporting the workers to field site for day to day field operations.
- c. Bidder should provide two numbers of Mini explosive vans (1 / 1.5 Ton capacity) to carry explosive materials from explosive magazine to field site and back.
- d. Bidder should provide two A/c Scorpio / Xylo type light vehicles in good condition to NGRI officials / staff for travelling from base camp to field site and back on all working days.
- e. Bidder has to provide vehicles and hospitality arrangements for inspection teams from NGRI / other departments, if required.

**c. Material requirements:**

- a. The items related to seismic data acquisition like Cables, geophones, XLUs, BBUs, Batteries, Fiber Cable, Geophone-Cable adapters, communication sets and shooting equipments will be provided by NGRI.
- b. Bidder has to provide materials such as crowbar, iron nail, hammer, rope, tools (cutter, knife, screw driver, insulation tape) etc. for day to day seismic works
- c. Bidder should provide tamping rods for loading of explosives, and all the consumables such as firing cable, rings, rope etc required for loading / shooting operations.

**d. Bidder's Responsibilities:**

- a. Successful bidder should make adequate security arrangements to guard entire seismic equipment with ground electronics both in the field site and base camp.
- b. NGRI will provide all necessary seismic equipment like XLUs, BBUs, Spread cables with A units, Geophones, Scorpion Instrument, Shooting and loading Devices, Communication devices, Batteries and its chargers etc to the bidder for field operations before the commencement of field work and the bidder should return the same to NGRI in good working condition with the same quantity after completion of total field work, failing which the repairing charges / replacement cost (in case of lost or damage) will be recovered from successful bidder's bill.
- c. Every day the successful Bidder has to provide sufficient manpower to deploy the ground electronics in the field site so as to start the work early and same day the deployed items have to be picked up after completion of the work.
- d. The successful Bidder has to establish a camp office with internet and FAX facility and parking of NGRI vehicles (6 heavy vehicles and 2 light vehicles). Also, He should also ensure that good HSE policies are followed during field survey strictly. Health and safety of their staff is the responsibility of bidder.
- e. It is proposed to blast about 40-60 shot holes on each working day and successful bidder is requested to kindly note this and adhere to this target.
- f. Proper path ways have to be made by the successful bidder along the seismic lines which include clearing of bushes for planting geophones, laying cables, smooth movement of recording truck and other vehicles if needed.
- g. The bidder has to make necessary arrangement for 24 hours power and water supply at the base camp/work site.
- h. The batteries have to be fully charged at the base camp everyday during night time for next day's field work.
- i. Log-book should be maintained for checking of individual units like cables, Batteries, Geophones, charging of batteries etc. so as to make the same available in good working condition for data acquisition on following day.
- j. During data acquisition operation, seismic equipment particularly XLUs, BBUs, Batteries, etc should be protected from direct sun light and rain.

- k. At the time of recording operations, the bidder's men should remain still so as not to create any cultural noise.
- l. It is bidder's responsibility to ensure proper source coupling while loading of explosive charge. In case of misfire or any other problem, it is bidder's responsibility to reload the hole and shoot the same at no extra cost to NGRI (only required explosive/ detonator will be provided).
- m. It is bidder's responsibility to help in re-acquiring data in case of bad quality data due to bad cables/geophones, noise in the line, ground electronics failure etc. In such cases, same should be repeated at bidder's cost to obtain good quality data.
- n. Bidder should also ensure that no or minimum damage is caused to crops /cattle / lands/ residential dwellings during the drilling and shooting operations. All the blasted holes should be properly closed and leveled by the bidder.
- o. In case of any loss/theft of NGRI material, same should be replaced at bidder's cost.

e) **Compensation:**

- a. Any compensation to the land owner should be met by the bidder. Compensation to third party as a consequence of damage to public property / crops during field operations (if needed) will also be bidder's responsibility.
- b. Compensation if any due to drilling / loading / blasting of shot holes or crop damage shall be bidder's responsibility.

f) **Deliverables:**

- a. The bidder should provide the list of manpower and their experience before commencing of work.
- b. The bidder should provide details of daily work carried out related to Seismic job services, list of shot points covered, repair work carried out etc. on each working day.
- c. Daily report should be submitted to the field party chief incorporating topographical survey points, drilling of shot holes, battery charging details, etc.

g) **Returnable Materials:**

All the items issued to the bidder by NGRI should be returned back in good condition after completion of the field work. The bidder is responsible for the security of all items while storage and handling.

**II. SHOT HOLE DRILLING**

**Job Description:**

- a. It is required that shot holes are to be drilled at an interval of every 100 meters for taking up seismic reflection studies in the above mentioned area of **Part I and Part II in Line 1, 2 and 3**. About  $1500 \pm 20\%$  numbers of shot holes (**of 25-30 meters depth**) are to be drilled along the given lines during the course of work in **Part I**.
- b. Another  $2100 \pm 20\%$  holes will be required for reflection studies in **Part-II**.

- c. In addition to this 100 ± 20% holes will be required to carry out refraction studies in Line 4 of Part II. The drilling program will be intimated to the bidder.
- d. Each shot hole should have a clear **4 ½ inch diameter** (either single hole or in pattern) with a **25 to 30 m** depth, as per the requirement of the work.
- e. These above mentioned shot holes will be selected by NGRI staff.

a. **Other Information / Instruction to bidder:**

- a. Proposed lines may traverse through hilly regions / fields/ villages / cross-country and lands under seasonal vegetations / marshy land. As per general observation, sedimentary rocks mostly cover the Kutch region. Limestone, shale and sandstones are the common rocks. Rocky/Hard formations are also observed in few places in the area. However, the bidder shall have complete knowledge of the site conditions as per clause 4.8. As proposed, the area is also covered by hard rocks and so DTH rigs will be essential for this work.
- b. In a day's work, at least **40 to 60 shot holes** have to be drilled.
- c. The variation in the drilled depth should not exceed ± 2 meters. The depth of shot hole will be the depth in meters to which the bottom of the charge is lowered for firing.
- d. For acceptance of hole, the fractions of meter will be rounded off to the nearest meter (i.e. 0.1 - 0.4 metre are to be ignored and 0.5 & above to be taken as one meter).
- e. Due to logistics or in case of drilling difficulties, if the bidder opts for a pattern of holes, **with the consent of NGRI**, the array of holes to be drilled in such eventuality is to be decided after field experiments at bidder's cost. In pattern, each hole should not be less than 18-20 mts of depth. **In case of pattern of holes, each pattern of 2/3 holes will be treated as single hole of 25 meters depth.** However, the number of holes with such dimensions should not exceed 15% of the total number of holes.
- f. **The payment will be made as per meterage actually measured.**
- g. The shot hole drilled should be clear so that explosives can be loaded without difficulty. A representative of NGRI will check the depth of each shot hole and depth measured and certified by him will be treated as final. If the required depth is not available, the shot hole may be rejected. Even blasted holes (wherein charge could not be lowered to requisite depth) will not entail any claim for payment.
- h. The holes may be cased if needed and bidder shall meet the cost of the casing.
- i. Each and every hole should be filled with water after loading.
- j. **Compensation to third party as a consequence of damage to public property / crops during drilling / blasting is bidder's responsibility.**
- k. Leveling of site at the end of operations for the day should be carried out without fail and it is the bidder's responsibility to complete this job. JCB/Necessary equipment for the above jobs should be provided by the successful bidder at his cost.
- l. NGRI reserves the right to increase/decrease quantum of the work by 30% (or more in case of problems with blasting licenses etc) at any stage of the work.

### III. TOPOGRAPHICAL SURVEY

#### Job Description:

Topographic survey work related to above mentioned lines are to be carried out in the following sequential order:-

**RECONNAISSANCE:** Complete reconnaissance of the entire project area has to be carried out by the bidder's survey party along with NGRI representatives to see the profile lines, its accessibility, control points fixation for EDM/DGPS observation, etc.

#### a. Staking of Profiles:

- i) The bidder shall lay the profile line as decided by NGRI [As shown in the map]. Lines are required to be staked / laid in **near** straight line in a given alignment with 50 m interval either by putting a peg with clear marking of picket number or any other suitable means, along the given lines.
- ii) The bidder's survey crew should provide direction / guidance to seismic crew for easy approach of seismic lines.
- iii) One surveyor is required to be available in the seismic camp during the entire field data acquisition period for clarification / modification about the seismic line while the field operation is in progress.
- iv) Bidder should also provide calibration report of survey equipments and performance test to the satisfaction of NGRI representative at any given time.
- v) As the area stands to be in restricted zone, the topographical maps may be handled with great care and security. These maps have to be handled only by authorized persons [names of such persons may be intimated to NGRI before commencement of field work].
- vi) No photocopy of topographic sheets is allowed for any reason. A complete list of surveyors with their in-charge of field survey work may be intimated to NGRI Camp Party Chief, before commencement of work.
- vii) Bush clearance and compensation for crops damage is bidder's responsibility.
- viii) All the relevant topographical maps will be provided by NGRI. A total of 160 ± 20 Km. lines are to be surveyed for Part-I and another 200 ± 20Km for Part-II. If any additional line staking is required, the bidder may carry out that job at agreed cost. If any re-survey and re-pegging is required, that should be carried out by the bidder at his own cost and responsibility. Day to day staking report of seismic lines has to be supplied to the seismic party well before recording. A set of staking report is required to be submitted with final data.

#### b. Fixing of Pillars:

The bidder shall fix stone pillars on the ground as per the acceptable size in starting and ending of each line. The nearer-data for all pillars may be supplied.



### **c. DGPS Observation:**

- a. The bidder shall carryout control survey of pillars as stated in [b] and line implantation using DGPS RTK-GPS technique and total station with EDM & Data logger etc with accuracy not more than 1 meter.
- b. The survey tolerance has to be checked [based on survey of India control data, diagram provided by the bidder and digital data] as agreed and approved by NGRI prior to commencement of shooting of survey line.
- c. Complete details of DGPS observation sheet, sample interval, processing parameters are to be supplied for verification.
- d. In case entire work is done with DGPS master & rover the control point is required to be selected every 25/30 km and survey work for picket survey of each control point will be restricted to 15km periphery from control point. In that case, a list of control point data is to be supplied.
- e. DGPS control data and Converted spherical co-ordinates to rectangular coordinates. will be submitted.

### **d Short - Range EDM Traversing:**

- i. In the case of Short-range EDM Traversing with Total station, survey along the profile line is to be carried out to find out coordinates of all pickets and pillars.
- ii. The complete cross check can be ascertained for each picket/each pillar/each line in between the control points, which can be fixed by DGPS [Pillar].
- iii. All pillars will be treated as a benchmark whose coordinates are to be supplied separately. Inter pillar distance along the line as stated in item [B] must tally with inter picket distance.
- iv. Ground control accuracy of 1:10,000 in horizontal distance and  $0.25 \sqrt{K}$  m [K in kilometer] for leveling heights may be scrupulously maintained.
- v. **Listing of coordinates and heights of each pickets & shot point location in the proforma [to be supplied to the contractor before starting the survey] may be supplied.**

### **e. Supply of Maps:**

- i. The bidder should supply shot point / line location maps in three scales 1:1,00,000 ,1; 2,50,000, 1:50,000 in AutoCAD as desired by NGRI within 15 days after completing the Topographic survey works.
- ii. The maps are to be supplied in WGS84 and modified Everest spheroid with Lambert projection for which a sample sheet will be provided to bidder.

### **f. Deliverables:**

The following items related to a, b, c, d and e as mentioned above may be supplied each in three (3) CDs (3 copies) after completion of entire work.

1. Staking report of all four lines (PART 01 OF SURVEY DATA VOLUME)

2. Nearest data of all pillars (PART 02 OF SURVEY DATA VOLUME)
3. DGPS control data with observation sheet, sample interval, processing parameters and converted Rectangular coordinates from Spherical co-ordinates. (PART 03 OF SURVEY DATA VOLUME)
4. Listing of coordinates and heights of each pickets & shot point location in the proforma. (PART 04 OF SURVEY DATA VOLUME)
5. Maps in WGS84 and modified Everest spheroid with Lambert projection. (PART 05 OF SURVEY DATA VOLUME)

**SCHEDULE OF RATES TO BE QUOTED BY THE BIDDER**

**Seismic Job Services: (I)**

ITEM	UNIT	Total Qty	Rate (UNIT PRICE)	TOTAL PRICE INR
Mobilization cost	Lump sum			
<b>Part I</b> Seismic Job Services for acquiring 2D seismic reflection data	per Line km*	170 km (Approx)*		
<b>Part II</b> Seismic Job Services for acquiring a. 2D seismic reflection data	per Line km*	210 km (Approx)*		
b. 2D seismic refraction data	per km*	130 km (Approx)*		
Service tax applicable				
<b>Total (in figures and words)</b>				

\* **per Line km coverage for Part I & Part II reflection work = Number of accepted shots x shot interval**  
 \* **Rate for Job services for Refraction work should be quoted on km basis.**

**Shot Hole Drilling: (II)**

ITEM	UNIT	Total Qty	Rate (UNIT PRICE)	TOTAL PRICE INR
Mobilization cost	Lump sum			
<b>Part I</b> Shot hole drilling	per meter	37,500 m (Approx)		
<b>Part II</b> Shot hole drilling for a. 2D seismic reflection work	per meter	52,500 m (Approx)		
b. 2D seismic refraction work	per meter	2,500 m (Approx)		
Service tax applicable				
<b>Total (in figures and words)</b>				

**Topographical Survey: (III)**

ITEM	UNIT	Total Qty of Points	Rate (UNIT PRICE) INR	TOTAL PRICE INR
Mobilization cost	Lump sum			
Topographical Survey for Part I work	Per point	3400 Approx		
Topographical Survey for Part II work	Per point	4200 Approx		
Service tax applicable				
<b>Total (in figures and words)</b>				

Part I Total (I + II + III) = Rs. \_\_\_\_\_

**NOTE:** The quantities indicated are tentative and for evaluation purpose only. No extra payment will be made what so ever other than those indicated above. And payment will be made as per actual quantum of work done.

## BID EVALUATION CRITERIA

PARTICULARS	COMPLIED AND ACCEPTED / NOT ACCEPTED
<p><b>A. TECHNICAL :</b></p> <p>The following conditions should be complied with in, failing which the bid will be rejected.</p> <p>The bidder as a company / Joint venture company should have proven following capabilities and executed at least one such jobs over the past five years.</p> <ol style="list-style-type: none"> <li>1. Operation, handling and trouble shooting of 2D seismic ground electronics and other allied jobs.</li> <li>2. Labour handling to perform such jobs for 2D seismic surveys.</li> <li>3. Experience in drilling of shot holes for 2D seismic surveys.</li> <li>4. Topographical Surveys for 2D Seismic works.</li> </ol> <p>Documentary evidence to substantiate the above experience criteria as per the Clause No. 4.1 shall be submitted along with the bid (part-I).</p>	
<p><b>B. COMMERCIAL</b></p> <p>The bids will be evaluated as per <b>total lowest costs</b> for seismic job services, shot hole drilling and topographical survey, <b>Total (I + II + III)</b> as per the Schedule of Rates to be submitted by the bidder.</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 – 500 007  
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 NGRI reserves the right to change the period, to instruct the successful bidder in respect of starting and closing of contract operation. NGRI will not be responsible for any compensation whatsoever on this account.

### 1.4 Mobilization Period:

Mobilization means the deployment of requisite crew & equipment, establishment of camp by the successful bidder.

Allowed Mobilization period is maximum 15 days from the date of award of work. Certificate of Mobilization jointly signed by NGRI authorized representative and successful bidder shall be the proof of Mobilization.

### 1.5 Duration of Survey:

The Seismic Job services have to be completed within **12 months** from the date of completion of mobilization, excluding monsoon.

## 2. WORK PERFORMANCE STANDARDS

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

2.2 NGRI Party Chief is empowered to declare the areas logistically difficult for data acquisition end of the seismic line, last day of the fields work, a limited patch work in a seismic line and experimental work 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 successful bidder, and unforeseen circumstances.

## 3. TERMS AND MODE OF PAYMENT:

**Payment will be made as follows:**

- i. Mobilization Charges – The mobilization amount will be paid after completion of mobilization and also completion of 25% of the **Part I** work.
- ii. For the Seismic Job services, Shot hole drilling and Topographical Survey, payment will be made on monthly basis based on actual quantum of work executed.

**4. PAYMENT PROCEDURE**

- i. The bidder shall prepare invoices for each day in 2 copies. At the end of each month bidder should prepare the invoice for the actual work done during the month and enclose the copies of all production invoices duly certified by NGRI Party Chief / Representative.
- ii. Party Chief, NGRI will certify the accepted Shots and amount payable on each invoice form submitted by the bidder and forward the same duly certified, for release of payment.
- iii. The bidder will raise the bills in the name of Director, NGRI, Hyderabad -500606.
- iv. Payment of invoices except the last invoice will be made within 15 days of receipt of invoices. Payment for accepted records and undisputed bills will be made by Director, 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 NGRI liable to pay interest, under any circumstances. Disputed bills will be returned to the successful bidder.
- v. The 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.
- vi. The bidder shall certify on the body of every bill that his employees are paid minimum wages not less than those prescribed by law.
- vii. The bidder shall furnish an indemnity bond to the effect that he shall be responsible for any further claims with regard to the pending payments to be made by him and thus indemnify NGRI against all future claims in this regard pending between the successful bidder and any other party along with the final bill. The final bill will be paid after the formalities specified in this clause are fulfilled.
- viii. The bidder at his own cost is responsible for workmen's compensation, insurance, public liability insurance to cover injury or death resulting from the use of explosives, automobile liability insurance, any machinery operation etc., and any other liability/protections provided for under the applicable laws, in this respect that are in force from time to time. The successful bidder must provide 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. The rules of Health, Safety and Environmental (HSE) standards should be followed.
- ix. The payment of last bill shall be made after finalization of all bills against the bidder, which shall include any claim, for compensation from NGRI for contravention of any of the clauses in this contract.

**5. Compensation for Public Property**

- i. Compensation for damages, if any, such as damages to crops / buildings, during drilling and blasting operations or as a result of conduct of seismic job services and/or movement of his employees and equipment along the line/profile will be bidder's

responsibility(Also refer clause 3.3) Public Liability Insurance shall be obtained for the duration of the contract.

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

## 6. FIRM RATES & CURRENCY OF PAYMENT

- i. 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.
- ii. All payments to the successful bidder under this contract shall be made only in Indian Rupees.

## 7. TAXES

The 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 NGRI as and when required.**TDS will be deducted by NGRI as per clause No.194 (J) of TDS rules.**

## 8. LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION & EXECUTION OF WORK

- i. Mobilization period allowed is 15 days (maximum) from the date of award of contract.
- ii. 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 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 NGRI.
- iii. **If the work is not completed within 12 months (excluding monsoon break), from the date of completion of mobilization,** 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. Once maximum is reached, termination of contract will be considered.

## 9. 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.

## 10. OTHER CONDITIONS

- a) The bidder shall obtain license under the Contract Labour (Regulation and Abolition) Act, 1970 from the Competent Authority. Only upon production of such license, the first payment of the successful bidder shall be released. The bidder shall renew his license during the contract period if required. At the end of the contract work, the successful bidder shall furnish to 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-bidders have been fully paid for the entire contract period. The performance Bank Guarantee will not be released, without this Certificate.
- b) The 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 payable in respect of the work and lodge the receipt with NGRI on demand. He should be registered under Employees PF and Miscellaneous Provision Act, 1952.
- c) The bidder must ensure that his work shall not cause any nuisance to the public in general and to neighboring occupants in particular.
- d) The bidder shall not transfer/assign/sublet the contract or any part thereof in any manner without the prior written consent of the NGRI and no such transfer/assignment as and when accepted should relieve the successful bidder of his responsibility under the contract.
- e) The 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 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.
- f) The bidder shall provide proof to NGRI that EPF and ESI contributions have been remitted to the concerned authorities for his employees for each billing of the month. Successful bidder shall indemnify NGRI from any such claim in future (Public liability claim).
- g) The bidder shall conform to all laws including labour laws of the State/Central Government. The successful bidder shall indemnify NGRI for any breach of laws committed by him. The successful bidder shall take adequate measures to ensure continuous and unhindered output of work.
- h) The bidder shall provide and be responsible for payment of wages at prevailing rates and provide necessary proof to 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.
- i) The bidder shall pay the wages directly to the workmen without any intermediary.



- j) If any amenity required to be provided under the relevant laws for the benefit of the successful bidder's employees is not provided by the successful bidder within the time prescribed thereof such amenity shall be provided by NGRI and all expenses incurred by NGRI in providing the aforesaid amenities shall be recovered by NGRI from the successful bidder either by deduction from any amount payable to the Successful bidder or as a debt payable by the successful bidder.
- k) The 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 NGRI against any injury / loss of life of any of his personnel at any time during the tenure of the contract. 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.

## **11. TERMINATION**

- a) In the event of the Successful bidder 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, NGRI shall by a notice in writing have the right to forthwith terminate this contract.
- b) In all cases of termination the obligation of 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.
- c) If NGRI considers that the performance of the successful bidder is unsatisfactory or not up to the expected standard, NGRI shall notify the successful bidder in writing and specify in detail the causes of dissatisfaction. NGRI shall have the option to forthwith terminate the contract, if successful bidder fails to comply with the requisitions contained in the said written notice issued by NGRI within ten days of the receipt thereof.
- d) In case the successful bidder's right and/or obligations under this contract are transferred or assigned without prior written consent of NGRI, NGRI may at its absolute discretion terminate this contract, without prejudice to the other rights it has under the contract.
- e) If the bidder fails to provide requisite job services for data acquisition for any five working days in a month, the contract may be terminated by NGRI unilaterally giving only ten days notice without having any liability on the part of NGRI to pay compensation, damages for the termination of the contract. In addition, 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.

## **12. LIABILITY AND INDEMNITY**

- a) The bidder agrees to indemnify, defend and hold 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.
- b) Except as otherwise specified in Article 11.1 above, NGRI agrees to indemnify defend and hold successful bidder 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.

**c) NGRI'S RIGHT TO QUESTION STATEMENT AND AUDIT.**

- d) Payment of any invoice shall not prejudice the right of NGRI to question the allow ability under this contract of any amounts claimed therein, provided 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. NGRI should so notify successful bidder, such adjustment shall be made, as the parties shall agree.
- e) The bidder shall maintain a complete and correct set of records with details pertaining to his invoices, Payments and claim details thereof. 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.

**13. CONSEQUENTIAL DAMAGES**

Neither 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. ASSIGNMENT**

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

## **19. 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.

## AGREEMENT FORM

This agreement made and entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2016

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.

### .2 Preamble

Whereas CSIR through National Geophysical Research Institute, Hyderabad, hereinafter referred to as NGRI invited competitive bids vide its bid enquiry no. \_\_\_\_\_ for Seismic Job Services, Shot hole drilling and Topographical Survey in the State of Gujarat 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 2D Seismic Job Services, Shot hole drilling and Topographical Survey for CSIR/NGRI.

And whereas 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

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

The Successful bidder shall carry out the Services in accordance with the provisions of the Contract; and

The 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/NGRI

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

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

WITNESSES:

(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 \_\_\_\_\_ is 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 NGRI, Hyderabad, India and acting with regard to Contract No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_, we fully indemnify NGRI against any future claims with regard to the pending payments to be made by us and thus indemnify NGRI from all future claims if any payments in this regard pending between us and other party.

We indemnify 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 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 NGRI against any default on our part in complying with the status / laws of the local authorities, State and Central Government. We further indemnify 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 NGRI in respect of injury or damage under Acts compensation or damages consequent upon such claim. We further indemnify NGRI against all claims which may be made against 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 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. 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 NGRI in respect of any claims/issues arising out of the execution of the contract and no claims are pending with 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. .... dated .....to 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 ....., 2016

(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