



CSIR-NGRI

# CSIR – National Geophysical Research Institute

## TENDER DOCUMENT

Tender No.55(4)2016–Pur/T–87

dated October 20, 2016

### **Drilling of uncored Boreholes for Heat Flow study in Jharkhand and Orissa States**

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Hyderabad – 500 007  
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# CSIR – NATIONAL GEOPHYSICAL RESEARCH INSTITUTE

(Council of Scientific and Industrial Research)  
UPPAL ROAD, HYDERABAD – 500 007, INDIA

Telephone No:+91-40-27012887/27012486, Fax: +91-40-27171564, email: purchase@ngri.res.in

No. 55(4)2016-Pur/T-87

October 21, 2016

## NOTICE INVITING TENDER (NIT)

Sub: Drilling of uncored Boreholes for Heat Flow study in Jharkhand and Orissa States

Director, CSIR-NGRI, invites sealed bids for providing following service.

Sl. No.	Description of Service	Qty	Single/ Two bid
1	<b>Drilling of uncored Boreholes for Heat Flow study in Jharkhand and Orissa States.</b>	As per details furnished under Scope of work	Single Bid

**The bids must reach this office on or before 10.11.2016 up-to 2.30 P.M and the bids shall be opened on same day at 3.30 P.M.**

All bids must be delivered to the above office at the date and time indicated above. 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**

# TABLE OF CONTENTS

	<b>CONTENTS</b>	<b>PAGE Nos.</b>
1.	INSTRUCTIONS TO BIDDERS	: 4 to 8
2.	TERMS OF REFERENCE/ SCOPE OF WORK	: 9 to 10
3.	SCHEDULE OF RATES	: 11
4.	BID EVALUATION CRITERIA	: 12
5.	GENERAL CONDITIONS OF CONTRACT	: 13 to 18
6.	AGREEMENT FORM	: 19 to 20
7.	INDEMNITY BOND	: 21

## INSTRUCTIONS TO BIDDERS

1.0 CSIR-National Geophysical Research Institute (CSIR-NGRI), a research institute under Council of Scientific and Industrial Research (CSIR) presently engaged in R&D activities in Earth Sciences in different parts of India, proposes to carry out **Drilling of uncored Boreholes for Heat Flow study in Jharkhand and Orissa States.**

2.0 Accordingly, CSIR-National Geophysical Research Institute (CSIR-NGRI), Hyderabad now invites bids from capable and experienced parties for carrying out Drilling of uncored Boreholes for Heat Flow study in Jharkhand and Orissa States.

### 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 sealed cover. **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, CSIR-NGRI and delivered to Office of COSP, NGRI, Uppal Road, Hyderabad 500 007**

Bidders desiring to deliver the bid in person may handover the same to the Bid Receiving Officer at Office of COSP, CSIR-NGRI. Bidders may also submit their offers by registered post / speed post to reach CSIR-NGRI on or before the due date and time.

### 4.0 EXPERIENCE OF THE BIDDER AND HIS PERSONNEL:

4.1 The Bidder as a Company / Joint Venture company should have proven experience in execution of **at least 3 uncured borehole in hard rock area (granitic rock) upto 500m deep in last 3 years** as on due date of tender submission

Documentary evidence to substantiate the above experience criteria as per the Clause No. 4.1 shall be submitted along with the 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 the 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 and list of personnel & their experience to be deployed 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 is strictly prohibited and the bid submitted by the successful bidder who resorts to canvassing will be liable for rejection.

4.8 Deleted.

4.9 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 successful 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.

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 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 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 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 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.
- 5.8 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, CSIR-NGRI, **on or before 2.30 P.M - 10-11-2016**. The 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 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 10 days from the date of award of work. Bidder must give an undertaking-confirming acceptance of this clause.

## 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 Note: 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. No minimum quantum of work is guaranteed.

## 9. EARNEST MONEY DEPOSIT ( EMD ) – **NOT Applicable** -

- 9.1.1 Bidders are required to submit EMD valid for **days** from the date of opening of bid for an amount of **Rs.** (Rupees 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 proforma attached, from a Nationalized / Scheduled Bank.

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 services they are offering and not for services provided by other companies.

**9.1.2 Bids not accompanied by Earnest Money Deposit as mentioned above will be summarily rejected. – Not Applicable.**

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

9.1.4 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 authorise their representative at the time of opening of Bid on the date specified. A letter of authorisation 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: Not applicable.**

**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 Deleted.

13.3 The successful bidder shall conform to all laws including labour 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 Tamil Nadu and Government of India in force from time to time, at prevailing rates. Further the successful bidder also to 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 be the cause. Public liability claims against his employees will be his sole responsibility. He shall provide satisfactory proof to NGRI that EPF and ESI contribution has been remitted to the concerned authorities for his employees for each billing of the month. 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 requisite statutory licenses including, labour license before commencing the work and also should ensure that all laws such as work men's compensation, Family Pension Scheme, Payment of Bonus, Contract Labour Act. 1970.
- 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 shoes, helmets and winter cloths etc. All vehicles, camps and field crews should carry first aid kits.
- 13.12 Area of work falls in the State of Tamil Nadu. However as investigations will be carried out by the side of Reserve Forest area bidder should take all precautions so that no environmental damage is caused due to their activity. It should be noted that Forest Department will not permit cutting of trees.
- 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. **Time Schedule:**

The **Time for completion of work is 35 days** from the date of completion of mobilization, and to be completed by end of January 2017.

Mobilisation period allowed is maximum 10 days from the date of award of contract.

CSIR-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. The same is applicable to contractor, if he insists to terminate.



## TERMS OF REFERENCE / SCOPE OF WORK

### QUANTUM OF WORK:

Sl. No.	Description of the Service	Qty.
1.	Drilling of un cored boreholes for heat flow study (i) Depth of hole : 300 to 500 m (ii) Diameter of hole:6 ½ inch (iii) Casing: PVC casing Depth of casing area specific, needs to be change as and when require. Minimum it should be done in loose soil and until rig reaches basement. (iv) Locations: Northern part of Orissa (Geologically Singhbhum craton). Approximate localities are: Dalima, SW of Rairangapur, S of Rairangapur, Champua, Balandia. Location needs to change if Permission Problem comes in any area. (v) Chips/Powder samples need to be collected at 5-10m interval.	5

The following are the technical specifications in addition to the above details:

1. Locations are in hard rock terrain (granite/gneiss) with approximate elevation is 300 to 600 m above MSL.
2. Groundwater is available in shallow depth (<100 m) and therefore needs to take strong precaution if aquifer is encounter while drilling. Perforated casing needs to be done if such cases encounter.
3. Collecting sample according to our requirement, that is samples need to collect in every 5 to 10 m interval by coning and quartering. One of our person will guide for that.
4. Preserve samples and transporting them to headquarter as soon as each drilling is over.
5. Flushing after drilling. Flushing until get clear fluid. Approval of CSIR-NGRI representative is require after flushing is over.
6. Geophysical logging (caliper, density, resistivity and gamma logging) is necessary after drilling. Raw data along with processed data should be handed over to CSIR-NGRI.
7. Time require to drill 500 m along with collecting samples at 5 to 10 m intervals.
8. Prominent localities are (i) Balandia, Jharkhand, (ii) S. of Rairangapur (border of Jharkhand/Orissa), (iii) SW of Rainrangapur( border of Jharkhand/Orissa),(iv) Dalima, Orissa,(v) Champura, Orissa. Exact site for drilling in these localities will be decided after getting permission from the local administrations in those areas. Drilling will be done preferably in government premises like school, panchayat compound, municipal compound, etc.
9. Map is enclosed showing localities with red hatches.
10. Minimum depth should be 300 m, otherwise additional sites require to be done and payment will not be done for boreholes <300m if the reasons are attributable to the Contractor.
11. Rig should move minimum one day after flushing and borehole logging is over, as before taking our reading boreholes needs to keep undisturbe for 1 day.

## **GENERAL CONDITIONS**

Prominent localities are (i) Balandia, Jharkhand, (ii) S. of Rairangapur (border of Jharkhand/Orissa), (iii) SW of Rainrangapur( border of Jharkhand/Orissa),(iv) Dalima, Orissa,(v) Champura, Orissa. Exact site for drilling in these localities will be decided after getting permission from the local administrations in those areas. Drilling will be done preferably in government premises like school, panchayat compound, municipal compound, etc.

Bidder should obtain all necessary permissions from statutory / local authorities before commencement of the work. However, the necessary documents will be provided by NGRI.

### **Time Schedule:**

The **Time for completion of work is 35 days** from the date of completion of mobilization, and to be completed by end of January 2017.

Mobilization period allowed is maximum 10 days from the date of award of contract.

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

<b>ITEM</b>	<b>UNIT</b>	<b>Total Qty</b>	<b>Rate (UNIT PRICE) INR</b>	<b>Total PRICE INR</b>
Mobilization	<b>Lump sum</b>			
Demobilization	<b>Lump sum</b>			
Drilling of un cored boreholes for heat flow study	<b>Per Meter</b>			
Acquisition & Processing borehole logging data	<b>Lump sum</b>			
Casing as per requirement	<b>Per Meter</b>			
Transportation charges for shifting the samples to Hyderabad	<b>Lump sum</b>			
Service tax applicable				
<b>Total (in figures and words)</b>				

**NOTE:**

Payment for Drilling of un cored boreholes will be as per the accepted drilling/meter by CSIR-NGRI Party Chief. Pay on actual drilling depth (Rate should be drilling/meter).

Minimum depth should be 300 m, otherwise additional sites require to be done and payment will not be done for boreholes <300m if the reasons are attributable to the Contractor.

Bidders are to note that all charges against which the units rate have been asked, shall be payable only depending upon utilization in actual. The quantities indicated are tentative and for Evaluation only. No payment what so ever other than those indicated above shall be paid.

\_\_\_\_\_  
**(Signature of Bidder)**

**Name :** \_\_\_\_\_

**Place:** \_\_\_\_\_

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

The bids received evaluated as per following criteria.

**BID EVALUATION CRITERIA**

<b>PARTICULARS</b>	<b>COMPLIED AND ACCEPTED / NOT ACCEPTED</b>
<p><b>A. TECHNICAL :</b></p> <p>The following conditions should be complied with in toto, failing which the bid will be rejected.</p> <p>The bidder as a Company / Joint Venture Company should have proven capability/ experience in execution of Drilling of uncored boreholes for heat flow study</p>	
<p><b>B. COMMERCIAL</b></p> <p>The bids will be evaluated as per total costs for Drilling of uncored Boreholes for Heat Flow study which will be arrived based on total price quoted in the schedule of rates.</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 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 Mobilisation Period : 10 days from the date of award of contract.

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

Mobilisation period allowed is maximum 10 days from the date of award of work. Certificate of Mobilisation jointly signed by NGRI authorized representative and successful bidder shall be the proof of Mobilisation.

1.5 The Time for completion of work is 35 days from the date of completion of mobilization, and to be completed by end of January 2017.

### **1. 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.

### **2. TERMS AND MODE OF PAYMENT**

**Mode of payment:**

**Payment will be made as follows:**

The above charges would be paid in single lot, after completion of Drilling.

Payment will be made by Director, CSIR-NGRI, Hyderabad through RTGS

The Contractor shall furnished 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 regards pending payment between the contractor and any other party along with the final bill. The final bill will be paid after the formalities specified in this clause are fulfilled.

### **3. PAYMENT Procedure .**

1. Successful bidder shall prepare invoices for each day in 2 copies. The successful bidder at the end of each month, 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.
2. Party Chief, NGRI will certify the accepted Shots and amount payable on each invoice form submitted by the Successful bidder and forward the same duly certified, for release of payment.
3. Successful bidder will raise the bills in the name of Director, NGRI, Hyderabad-500606.
4. 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 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.
5. 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.
6. The successful bidder shall certify on the body of every bill that his employees are paid minimum wages not less than those prescribed by law.
7. The successful 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.
8. The successful bidder at his own cost be responsible for workmen's compensation, insurance, public liability insurance to cover injury or death resulting from the use of explosives, automobile liability insurance, 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.
9. The payment of last bill shall be made after finalization of all bills against the Successful bidder, which shall include any claim, for compensation from NGRI for contravention of any of the clauses in this contract.

### **4. Compensation for Public Property**

1. Compensation for damages, if any, such as damages; to crops etc., during Topographical Survey will be successful bidder's responsibility.
2. 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 Successful bidder.

## 5. FIRM RATES & CURRENCY OF PAYMENT

1. The rates payable under this contract herein above shall remain fixed/firm throughout the period of the contract and no escalation shall be allowed under any circumstances.
2. All payments to the successful bidder under this contract shall be made only in Indian Rupees.

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

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

1. Mobilisation period allowed is maximum 10 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 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.
3. **If the work is not completed within 35 days (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.

## 8. 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.

## 9. OTHER CONDITIONS

- a) The Successful bidder shall obtain licence under the Contract Labour (Regulation and Abolition) Act, 1970 from the Competent Authority. Only upon production of such licence, the first payment of the successful bidder shall be released. The Successful bidder shall renew his licence 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-successful bidders have been fully paid for the entire contract period. Without this Certificate, performance Bank Guarantee will not be

released.

- b) 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 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 successful bidder must ensure that his work shall not cause any nuisance to the public in general and to neighboring occupants in particular.
- d) The successful 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 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 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) Successful 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 successful 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 successful 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 successful 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 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 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.

## 10. 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 successful 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.

## **11. LIABILITY AND INDEMNITY**

- a) The Successful 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. Should NGRI so notify successful bidder, such adjustment shall be made, as the parties shall agree.
- e) Successful 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.

## **12. 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.

## **13. 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.

## **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. ASSIGNMENT**

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

#### **18. 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 \_\_\_\_\_, 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 NGRI invited competitive bids vide its bid enquiry No. for Drilling of uncored Boreholes for Heat Flow study in Jharkhand and Orissa States.

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 Drilling of uncored Boreholes for Heat Flow study in Jharkhand and Orissa States

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

S.4. The mutual rights and obligations of 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 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) \_\_\_\_\_

## 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 \_\_\_\_\_