



# CSIR –National Geophysical Research Institute

## TENDER DOCUMENT

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Tender No.55(3)2016-Pur/T-83

October 17, 2016

**Hiring of Helicopter to carry out low  
altitude Heliborne Geophysical Surveys  
in parts of Ganga-Yamuna Doab,  
Allahabad & Koushambi District,  
Uttar Pradesh**

<b>CSIR-NATIONAL GEOPHYSICAL RESEARCH INSTITUTE</b>		
(Council of Scientific and Industrial Research)		
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No. 55(3)2016-Pur/T-83

October 17, 2016

**INVITATION FOR BIDS****Sub: Hiring of Helicopter to carry out Heliborne Geophysical Surveys – Reg.**

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	Quantity	Single/ Two bid	Bid Security (EMD)
1	Hiring of AS350B3 or B2/any other technically similar Helicopter with skilled pilots to carry out low altitude (60m AGL) Heliborne Geophysical Surveys with capacity of towing 500-800 kg load (as under slung transmitter and receiver coil) at 30m AGL for aquifer mapping in parts of Ganga-Yamuna Doab, Allahabad & Koushambi district, Uttar Pradesh  <b>Pre-Bid Conference</b> will be held at CSIR-NGRI on <b>01-11-2016 at 10.30 a.m.</b>	As per details furnished under Scope of work	Two Bid	INR 1,25,000

The Part – I Techno commercial un-priced bid should accompany EMD as indicated above. **The bids must reach this office on or before 15.11.2016 – 11.30 A.M.** and the **Part – I Techno commercial un-priced bid shall be opened on same day at 2.30 P.M.**

The 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**

**IMPORTANT NOTE**

Amendment, Corrigendum if any to this tender document, WILL BE HOSTED ONLY IN NGRI WEBSITE and no separate Press Notification will be issued. Bidders are advised to visit our website regularly to know such details.

## INSTRUCTIONS TO BIDDERS

### 1. GENERAL

1. The Bidder shall comply fully with the instructions contained in this Bid documents. 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.
2. Bidder shall bear all costs associated with the preparation and submission of bid etc. NGRI Will in no case is responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
3. Offers are to be submitted in trip scaled cover. The first inner cover will contain TECHNO-COMMERICAL bids having all details but price column blanked out. This cover will clearly be super scribed "**TECHNO- COMMERCIAL**" bid( **Part – I** ) along with tender number. The second sealed inner cover will contain only the price schedule duly filled in and signed and will be clearly super scribed "**Price bid ( Part II )**" along with tender number. These two covers shall be put into an outer cover and sealed. The outer covers should duly bear the number and date of closing/opening of the tender prominently underlined, and should be addressed to the Director, NGRI.

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

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

2.1 As per the Bid Evaluation Criteria (BEC)

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

- a) The original copy of Bid document downloaded is 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 (Unpriced) bid.
- b) Descriptive literature of the Bidder's constitution, experience and past performance on similar jobs and capabilities of the personnel.
- c) Technical and other details except Price as per Bid Document duly filled in and signed.
- d) Bidder's exception, if any, to NGRI's terms and conditions of the contract.
- e) Copy of PAN CARD of the firm.
- f) Bidders are required to submit EMD as per Clause 7.1
- g) Any other information/details as required under Bid Document

2.3 Bidders are required to indicate the type and model of the Helicopter proposed to be deployed. Bidders will clearly state the Type and Model of Helicopter including facilities for under slung/cabin equipment, and passenger capacity.

- 2.4 Telex/Telegraphic/Fax/Photocopy/e-mail offer is not acceptable.
- 2.5 Bidders shall clearly indicate their legal constitution and person signing the Bid shall state his capacity as also the source of his authority to bind the Bidder. The power of Attorney or Authorization or any other document constituting adequate proof of the powers of the signatory to bind the bidder shall be annexed to the Bid. NGRI will reject outright any Bid unsupported by adequate proof of the signatory's authority.
- 2.6 The Bidder shall sign his proposal with the exact name of the firm to whom the contract is to be awarded. Executive of the Bidder's organisation stating his rank/designation, enclosing a copy of his Power of Attorney to sign the Bid, shall duly sign the Bid.
- 2.7 Relationship with NGRI, if any.
- 2.8 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.
- 2.8.1 Canvassing in connection with the tender is strictly prohibited and the tender submitted by the contractor who resorts to canvassing will be liable for rejection.
- 2.9 Site visit, Local condition etc.
- 2.9.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the bid and entering in to contract and to take necessary clearances, Parking, ATF procurement facilities etc., The visit to the site shall be at the bidder's own risk and expense.
- 2.9.2 Failure to visit the site or failure to study the bidding documents will in no way relieve the successful bidder from furnishing any material or performing all works in accordance with the bidding documents, as a lump sum contract.
- 2.9.3 It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the contract as described in the bidding document in their own interest.
- 2.9.4 It is the responsibility of the bidder that such factors have 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.

### **3. INSTRUCTION FOR FILLING BIDS**

#### **PRE-BID CONFERENCE**

**Pre-bid conference** will be held on 01/11//2016 – 10.30 a.m. (IST) at Gas Hydrate Building, CSIR-NGRI Campus and bidders interested may attend the same. 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. Queries if any, on the bid document should be sent by email to [purchase@ngri.res.in](mailto:purchase@ngri.res.in). on or before 27/10/2016.

- 3.1 Bid documents shall be filled complete in all respect and shall be submitted together with requisite information. It shall be complete and free from any ambiguity, changes or interlineations.
- 3.2 The Bidder's Bid and any annotation or accompanying documentation shall be in English language.
- 3.3 Bidder's shall set their prices/rate in figures preferably type written and without any qualification. Each figure stated shall be repeated in words and in the event of discrepancy between the amounts stated in figure and words, the rates quote in words shall be deemed to be the correct amount. Any changes / corrections in bid shall be authenticated with signature of bidder otherwise the bid is liable to be rejected. Illegible price bids will be rejected outright. Bids containing qualifying expressions subject to minimum acceptance etc., will be disqualified.
- 3.4 No clarifications shall be sought after opening of techno-commercial bids. Conditional bids indicating exceptions/ deviations to tender conditions will be summarily rejected.
- 3.5 The bidders who are capable to take up the subject work in totality shall submit the bids. But the prices should be quoted item wise as suggested in NIT & Price Schedule. Bidders should quote a FIRM PRICE and they shall be bound to keep this price firm and without any escalation for any reason whatsoever, until the completion of the contract period.
- 3.7 No correspondence after opening of Bid will be entertained from the bidder. However, if NGRI sends any communication with respect to the bid the same is to be compiled with.

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

- 4.1 **Bid must be received** in the office of **Controller of Stores & Purchase**, Room No.43, Ground Floor, Extension Building, CSIR-NGRI, Uppal Road, Hyderabad-500 007, **on or before 15/11/2016 - 11.30 AM**. The same **will be opened at 2.30 PM on 15/11/2016** in the presence of Bidders who are desirous to be present.
- 4.2 NGRI shall not be responsible for any cost or expense incurred by any bidder in connection with his bidding against this tender and loss of bids in post/courier, regardless of the conduct or outcome of the bidding process.

#### **5. VALIDITY OF TENDER& MOBILIZATION TIME**

- 5.1 The tender must be kept valid for acceptance for **60 days** from the date of closure of tender.
- 5.2 The mobilisation time allowed **is maximum 15 days** from the date of award of Contract by NGRI. Bidder must give an undertaking confirming acceptance of this clause.
- 5.3 The successful Bidder shall be required to execute a Contract on a Non Judicial Stamp Paper of appropriate value soon after receiving Letter of Intent i.e., within 10 days of 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 condition of the proposed contract has been specified hereinafter under the title "General Condition of Contract" in the bid document.

## **6. AREAS OF OPERATION AND SCOPE OF WORK**

- 6.1 Area of work in form of a Map and the detailed scope of work are as given separately elsewhere in the bid document.
- 6.2 **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.

## **7. EARNEST MONEY DEPOSIT ( EMD)**

- 7.1 Successful Bidders are required to submit EMD **valid for 105 days** from the date of opening of tender for an amount of **Rs.1.250 lakhs** (Rupees One lakh and Twenty Five thousand only). EMD can be in the form of a DD drawn in favour of NGRI, payable at Hyderabad. In case, the bidder chooses to submit bank guarantee, it should be strictly as per proforma attached from a Nationalised / Scheduled Bank.
- 7.2 The successful bidder is required to extend the validity of the EMD for a further period till the formal contract is signed and security deposit /performance bank guarantee submitted.
- 7.3 Bid not accompanied by Earnest Money Deposit as mentioned above will be summarily rejected.
- 7.4 The EMD of unsuccessful Bidders will be returned once the successful bidder furnishes the performance bank guarantee or in case the tender is cancelled. The EMD shall be forfeited in the following events:
- If the Tender is withdrawn or modified or varied in a manner not acceptable to NGRI, or deviated from the terms and conditions of tender during the Bid Validity period or any extension thereof.
  - If a successful Bidder fails to sign the contract.
  - If a successful Bidder fails to furnish Performance Bank Guarantee within 10 days before expiry of Bank Guarantee /EMD.

## **8. RIGHT TO REJECT**

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

## **9. AUTHORISATION**

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

## 10. PERFORMANCE BANK GUARANTEE

The successful bidder has to furnish to CSIR-NGRI, Performance Bank Guarantee for a sum equivalent to 10% of total contract value by way of Bank Demand Draft in favour of Director, NGRI, payable at Hyderabad **OR** an irrevocable and unconditional letter of guarantee from a Nationalised / Scheduled Bank as per proforma attached. This Bank Guarantee shall be valid up to 60 days beyond the date of completion of the contract and shall be sent to Director, NGRI directly by the Issuing Bank.

## 11. GENERAL CONDITIONS

- a. In case of an unscheduled holiday on the prescribed closing /opening day of the tender, the next working day will be treated as schedule prescribed day of closing / opening of the tender
- b. This tender 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 later on under intimation to the Bidders.
- c. The contractor shall conform to all laws including labour of the State/ Central Government. The contractor shall indemnify NGRI for any breach of laws committed by him. The contractor shall take adequate measure to ensure continuous and unhindered output of work.
- d. The contractor shall provide and be responsible for payment of salaries / wages at prevailing rates, and provide necessary proof to NGRI for the payment made to their workmen, payment of salaries, bonus, social charges, insurance, food accommodation and medical treatment, etc. to his employees as per the applicable laws as are in force from time to time. A proper record of the payment made to the workers by the contractor should be maintained.
- e. The contractor shall pay the wages directly to the workmen / employees without any intermediary.
- f. Any expenditure incurred by NGRI on behalf of the contractor who is under an obligation to bear the expenditure as per the relevant law shall be recovered by NGRI from the contractor either by deduction from an amount payable to the contractor under the contract or as a debt payable by the contractor.
- g. The contractor will be required to maintain medical aid facilities, primarily for the provision of first aid, supply of preventive medication for types of illness such as malaria, dysentery, etc. and any requirement for Hospitalization or further medical treatment of his employees.
- h. The contractor at his own cost shall be responsible for workmen's compensation, insurance, public liability insurance to cover injury or death resulting from any cause connected to Helicopter usage etc., and any other liability / protections provided for under the applicable laws, in this respect that are in force from time to time. The contractor must provide NGRI with proof of such coverage and in particular regarding insurance under Work'smen Compensation Act 1923, ESI Act 1956. Contractor should register under EPF and Miscellaneous Provision Act 1952. Contractor should abide by EPF Act 1952, workmen Compensation Act 1923, ESI Act 1956, Contract Labour Act 1970 and Interstate Migrant Workmen Act.

- i. The contractor will be solely responsible for the welfare of his employees. He will have no claim against NGRI for any injury or death of his employees. He will have no claim against NGRI for any injury or death of his employees whatever be the cause. Public liability claims against his employees will be his sole responsibility. He shall provide satisfactory proof to NGRI that EPF, Insurance and ESI contribution has been remitted to the concerned authorities for his employees for each billing of the month. Contractor shall indemnify NGRI from any claim in future.
- j. The contractor shall be responsible for payment of wages, salaries, bonus, provide 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 Chhattisgarh, west Bengal and the Govt. of India in force from time to time.
- k. NGRI expects participation of scientists from CSIR-NGRI, Government of India in the flying and data acquisition operations. Contractor should provide suitable insurance for them as per norms.
- l. The NGRI shall be at liberty and hereby empowered to deduct the amount of any damage, Compensation cost, charges and expenses arising out of flying operations or occurring from or in respect of any such claims or damage from any sum or sums due or to become due to the contractor.
- m. The Contractor will acquire requisite statutory licenses before start of the work.



### SCOPE OF WORK

HIRING OF AS350B3 or B2/ANY OTHER TECHNICALLY SIMILAR HELICOPTER WITH SKILLED PILOTS TO CARRY OUT LOW ALTITUDE (60M AGL) HELIBORNE GEOPHYSICAL SURVEYS WITH CAPACITY OF TWOING 500-800 kg LOAD (AS UNDER SLUNG TRANSMITTER AND RECEIVER COIL) AT 30M AGL FOR AQUIFER MAPPING IN PARTS OF GANGA-YAMUNA DOAB, ALLAHABAD & KOUSHAMBI DISTRICT, UTTAR PRADESH.

**Required to acquire data along 2600 line km**

**Helicopter details:**

Helicopter Type	AS350B3 or B2/ANY OTHER TECHNICALLY SIMILAR HELICOPTER registered in India
Carrying capacity	Helicopter flying is required to carry Heliborne Geophysical (SkyTEM, VTEM or equivalent) of 500-800 kg as under slung load at the speed of 60-80 km/hour
Probable duration	~ 10 days during November 2016- April 2017 subject to availability of flying and other permissions
Flying Level	Low altitude (helicopter at about 60 m above the ground surface with loop about 30 m above ground)
Pilots	All the pilots should fulfill the DGCA requirement for underslung operations as per civil aviation requirement. A pilot carrying out external load operations must have at least 500 hours as pilot in command on type helicopter or any special approval given by DGCA with SkyTEM/VTEM or equivalent loop size (around 25 m x 25 m) and load (500 – 800 kg) equipment.  As per DGCA, the survey shall be with two pilots. Since there is limited availability of Indian skilled pilots having expertise in carrying out low altitude heliborne underslung geophysical (SkyTEM/VTEM or equivalent) survey system, a combination of skilled foreign pilot and an Indian pilot may be required.

Number of flying speed and hours a day

- The helicopter company must ensure of flying during day light and covers around 300 line km on average per day with speed of 60-80 km per hour.

Helicopter shall have certification of the manufacturing company and the same shall be acceptable to DGCA, (GOI).

Helicopter offered shall be airworthy, duly approved by DGCA as on the date of tender notification.

The successful bidder need to obtain all the permissions and clearances from DGCA, MOD and other govt. organisations for low altitude flying.

The successful bidder need to arrange all necessary logistics for temporary operational/helibases/refueling base including security, for helicopter landing / parking / refueling / takeoff, along with CSIR-NGRI's representatives in survey area.

The expenses involved in hiring land, preparation of helibase ground, fencing, lighting, security etc., shall be borne by the successful bidder.

**A. SURVEY PILOTS**

1. As this survey is highly skilled and specialized in nature, and also involves low flying, only the pilots having experience in flying the VTEM/SKYTEM/Equivalent system should be provided by the helicopter company with the concurrence of NGRI. NGRI also reserves the right to choose their own pilots experienced in this task.
2. The company must be able to provide 2 sets of pilots if required by NGRI to finish the committed task.
3. In case of necessity, the bidder must be able to arrange foreign pilots also.

**B. OTHER REQUIREMENTS**

1. Any airborne survey in India requires permissions from DGCA, and government and local bodies. Therefore, the time schedule mentioned here is tentative and the dates of actual commencement of the survey will be notified TWO (2) weeks in advance.
2. It is the responsibility of the successful bidder to provide air worthiness certificate from DGCA, after installation of the equipment, if required.
3. The helicopter provider should have prior understanding of airborne geophysical operations consisting of VTEM/ SkyTEM or equivalent
4. The successful bidder shall jointly select temporary operational helibases / refueling base, for helicopter landing / parking /refueling /take off, along with NGRI's representative in survey area as per the requirement and logistics. The expenses involved in hiring land, preparation of helibase ground, fencing, lighting, security etc., shall be borne by the successful bidder.
5. The successful bidder shall obtain required permissions, for landing /parking / refuelling /take off at temporary helibases, from local Government Authorise. NGRI shall render all necessary information and assistance for obtaining the required permissions.
6. The successful bidder shall be responsible for adequate security of the Helicopter, spares, maintenance equipment, fuel etc. and NGRI's survey equipment at the operational helibase / at refuelling bases.
7. The successful bidder shall provide external battery and two way communication equipment between pilot on board and ground crew at helibase before the commencement of survey.

**OFFER OF THE BIDDER**

**DETAILS OF HELICOPTER, PILOT & EXPERIENCE  
AND****SCHEDULE OF RATES**

<b>S.N</b>	<b>DESCRIPTION</b>	<b>DETAILS</b>
1.	Type of Helicopter	
2.	No. of crew members	
3.	No. of passengers permissible	
4.	Cruise speed	
5.	Range	
6.	Endurance	
7.	Maximum weight it can carry	
8.	Fuel capacity	

9.	Past experience of the firm in low flying(helicopter at 60 m above ground and or geophysical sensor at 30 m above ground)	
10.	Details of pilots and the crew along with experience including Foreign pilots.	
11.	Maximum flying hours per day	
12.	Details estimate of Flying time	

**PS : Bidders can additional sheets, if necessary**

**SCHEDULE OF RATES**

<b>S.N</b>	<b>DETAILS</b>	<b>RATE</b>	<b>TOTAL</b>
1.	Monthly rental charges @		
2.	Hourly flying charges		
3.	Standing day charges (*)		
4.	Idle time charges, if any		
5.	Mobilisation charges		
6.	Demobilisation charges		
7.	TA / DA and lodging charges for crew members		
8.	Other charges if any		
9.	Service Tax		
	<b>TOTAL (figures and in words) (1 to 9)</b>		

@ However, payment will be made for actual number of days Helicopter used, on pro-rata basis. ( 1 month = 30 days )

(\*) Each standing day shall be paid @ 50% of fixed monthly charges / day

The Contractor has to carry out and complete the job as specified in the Tender Schedule. The Contractor should have all the basic information and knowledge of the work to be carried out and the work spot. The tendered rate should include all the costs whatsoever to be incurred by the Tenderer to carryout and complete the Geophysical survey cited in the tender schedule.

Signature of the Bidder with Stamp

**BID EVALUATION CRITERIA**

<b>PARTICULARS</b>	<b>COMPLTED AND ACCEPTED /NOT ACCEPTED /NOT APPLICABLE</b>
<b>A. TECHNICAL :</b>	
<p>The following conditions should be compiled with in toto, failing which the bid will be rejected.</p> <ol style="list-style-type: none"> <li>1) The bidder should be an NSOP holder issued by DGCA, Ministry of Civil Aviation, Govt. of India <b>(copy of NSOP to be enclosed)</b>.</li> <li>2) The bidder should have minimum two AS 350 B3 helicopters with valid STC for VTEM/SKYTEM/equivalent (Time Domain Electromagnetic system), with associated electronics should be provided by the equipment supplier to NGRI.</li> <li>3) All helicopters offered should be on the NSOP of the bidder. The copy of Certificate of Air-worthiness, Certificate of Registration and Insurance for the air-craft valid to cover the survey period should be submitted along with the bid.</li> <li>4) The bidder as a Company (or) registered partnership firm (or) concern should have experience of 100 hrs. or 10000 LKM flying for Airborne Geophysical Surveys (VTEM/SKYTEM or equivalent) for CSIR/GOVT./PSU Agencies to be supported with documentary evidence towards the same. <b>(Documents to show experience of the bidder shall be provided)</b>.</li> <li>5) <b>Details of Pilot Experience:</b> <ol style="list-style-type: none"> <li>a. The Company should have minimum 02 pilots "Type Qualified" (AS 350 B3).</li> <li>b. <b>All pilots should fulfil the DGCA requirements for underslung operations as per Civil Aviation Requirement, Section I, Series B, Part XIII para 4.2 (a pilot carrying out External Load Operations must have 500 hrs. as Pilot in Command on type helicopter or any special approval given by DGCA with VTEM/SKYTEM (or) equivalent loop size &amp; weight, equipment.</b></li> <li>c. The Pilots should be on the payroll for last two years (Documentary evidence for the same to be provided at the time of submission of bid). (or) The bidder should have arrangements for securing the services of 2 pilots as and when required for execution of the project. Documentary evidence to this effect shall be submitted along with the bid.</li> </ol> </li> </ol>	

<p>6) <u>Expat Pilots:</u></p> <p>a. In case of expat pilot, he should be Type Qualified with underslung experience as per applicable DGCA regulation as stated above.</p> <p>b. Should have valid DGCA approval to fly in India.</p> <p>7) <u>Accident History:</u></p> <p>a. Safety in flying operations especially heliborne survey is of paramount importance. Therefore the complete Accident history of all types of helicopters on the NSOP of the Company should be submitted. Only Companies with 'Accident Free Record' in the last five years will be considered/preferred for technical evaluation of the bidders.</p> <p><b>JOINT VENTURE AS BIDDER</b>          In case bids from Joint Ventures,</p> <p>i. JV should be a legal entity (Company/Firm) and registered as per the regulations/guidelines laid down by the Govt. of India by Ministry of Corporate Affairs, SEBI/RBI, whichever is applicable and registered under Indian Registration Act 1908. Certificate of Incorporation, PAN Card, Approvals etc. should be provided with bid.</p> <p>ii. JV agreement should have been entered prior to publication of NIT.</p> <p>iii. JV agreement should define / clarify the ACCOUNTABILITY/RESPONSIBILITIES of both parties, assuring that in case JV breaks during course of project, who will be responsible to complete project and how project will be completed in case of break.</p> <p>iv. Job experience of the JV should meet the experience of CSIR/GOVT./PSU in terms of work performance.</p> <p>v. In case of a Joint Venture, the JV will be considered as one individual bidder and should meet all the standard terms and conditions mentioned at points 1 to 4 above including NSOP, experience, pilots and helicopter.</p>	
<p><b>B. COMMERCIAL</b></p>	
<p><b>THE BID WILL BE EVALUATED AS PER TOTAL COST WHICH WILL BE ARRIVED BASED ON TOTAL COST AS PER DETAILS GIVEN IN SCHEDULE OF RATES</b></p>	



**GENERAL CONDITION OF CONTRACT**

**1. ADDRESS:**

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 Notice on the parties concerned.

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

**2. Name and address of the Contractor**

- a. The duration & validity of the contract will be for two years subject to extension by mutual consent.
- b. NGRI reserves the right to change the period, to instruct the contractor in respect of starting and closing of contract operation. NGRI will not be responsible for any compensation whatsoever on this account.

**3. MOBILISATION PERIOD:**

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

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

**4. WORK PERFORMANCE STANDARDS:**

As detailed in scope of work.

**5. FLYING MILEAGE**

In all matters regarding acceptance of mileage flown the logs of the Helicopter will be followed. The crew shall hand over of daily logs to the NGRI Party chief.

**6. RATES, TERMS AND MODE OF PAYMENT**

**a. RATES**

NGRI will pay to the Contractor for logs accepted

**b. MODE OF PAYMENT**

**MOBILISATION CHARGES**

Mobilisation charges would be paid within 10 days, after completion of mobilisation and certification by Party Chief.

#### **DE-MOBILISATION CHARGES**

De-Mobilisation charges would be paid within 10 days, after completion of de-mobilisation and certification by Party Chief.

#### **MONTHLY RENTAL AND FLYING CHARGES**

Payment for monthly rental charges will be made for actual number of days Helicopter used, on pro-rata basis. ( 1 month = 30 days )

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

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

The Contractor 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 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.

The contractor at his own cost be responsible for workmen's compensation, insurance, public liability insurance to cover injury or death resulting from any activity related to Airborne survey contract and any other liability/protections provided for under the applicable laws, in this respect that are in force from time to time. The contractor must provide 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 payment of last bill shall be made after finalization of all pending bills.

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

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

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

#### **7. TAXES**

The contractor shall be responsible to pay all taxes and duties such as corporate tax, Service tax, Income tax, turnover tax, sales tax, excise duty, etc., leviable on them and their employees including sub-contractors, if any, under the Indian income tax laws or any other laws enacted by the Central or State Govt. On account of payments received by them under this contract. Contract 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 as applicable will be deducted from the bills, as per rules in force.,**

## 8. FORCE MAJEURE

Neither party shall be held responsible for non- fulfilment 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 Act of God, War, Flood, Earthquake, Strike, Lockouts, Epidemics, Riots, Civil commotion, Instrument breakdown either due to accident or otherwise etc. Provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one week of such occurrence or cessation, If the force-majeure conditions beyond two weeks, the parties shall then mutually decide about the future course of action.

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

## 9. TERMINATION

- a. In the event of the Contractor at any time during the term of this contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then, 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 require some action or forbearance after such termination.
- c. If NGRI considers that the performance of the contractor is unsatisfactory or not up to the expected standard, NGRI shall notify the contractor in writing and specify in details the causes of dissatisfaction. NGRI shall have the option to forthwith terminate the contract, if contractor fails to comply with the requisitions contained in the said written notice issued by NGRI within ten days of the receipt thereof.
- d. In case the contractor'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.

## 10. LIABILITY AND INDEMNITY

- a. The Contractor 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 contractor's personnel and for loss or damage to property of contractor or his personnel arising from or related to performance of this contract, and without regard to the negligence or fault of any party.

- b. Except as otherwise specified in Article 11.1, NGRI agrees to indemnify defend and hold contractor harmless from and against any and all claims, suits or causes of action for injury to or death of loss of damages to the property or persons belonging to its employees arising from or related to performance of this contract and without regard to negligence or fault of any party.

#### **11. DISCHARGE OF PERFORMANCE BANK GUARANTEE**

On receipt of certificate from the NGRI representative that the contractor has satisfactorily performed the contract, the Performance Bank Guarantee will be released.

#### **12. JURIDICION AND APPLICABLE LAW**

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

#### **13. SEVERABILITY**

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

#### **14. FAIRNESS AND GOOD FAITH**

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 the realization of the objectives of this Contract.

#### **15. ARBITRATION**

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

#### **16. ASSIGNMENT**

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

#### **17. INTERPRETATION**

The title 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.

#### **ADDITIONAL CONDITIONS**

1. The firm shall keep the Helicopter at Helibase in working order/airworthy condition with qualified pilots and maintenance crew throughout the contract period. The firm shall ensure that NSOP of the firm shall remain valid throughout the contract period.
2. Helicopter shall have necessary cargo hook for underslung weight (~1000 kgs) and shall satisfy all the technical requirements. The cargo hook shall be capable of releasing both electrically and manually.
3. Sufficient number of experienced 'Pilots in Command' with experience in low altitude under slung geophysical VTEM surveys on type shall be kept in the pool, so that the firm can provide approximately necessary flying hours in a month as per stipulated conditions of DGCA for under slung operations.
4. The firm shall assure the exclusive availability of the helicopter during the contract period and under no circumstances the helicopter be pulled out of the contract.
5. As per DGCA, the survey shall be of two pilot operations with one Indian pilot. Since, there is limited availability of Indian skilled pilots having expertise in carrying out low altitude Heliborne Underslung geophysical VTEM surveys, a combination of skilled foreign pilot and an Indian pilot will be required. Foreign pilot shall have expertise in flying VTEM system with AS350B3 helicopter as PIC.
6. The pilots and aircraft crew shall carry out the flight tasks set out to them at any time by CSIR-NGRI's representative provided the safety, maintenance and other Government Regulations are not violated.
7. The firm shall follow all safety rules and regulations prescribed by DGCA and for any lapse, the firm would be held responsible. The Firm shall carry out operations and maintenance of the Helicopter as per directions laid down by DGCA/Regulatory authorities. The firm must agree to abide by any other new requirements introduced by DGCA, India from time to time.
8. The movement of helicopter from the helibase in survey area shall be as per the CSIR-NGRI's representative's instructions.
9. The Firm shall be responsible for any losses due to breakdown of helicopter.
10. **Survey pilots:** As the survey is highly skilled and specialized in nature and involves low flying, only the 'Pilots in Command' having experience in flying the VTEM / SkyTEM or equivalent system shall be provided by the firm with the concurrence of CSIR-NGRI. CSIR-NGRI also reserves the right to choose pilots experienced in the task from the list of pilots provided by the firm.

11. **Modification/additions in Helicopter:** Minor modifications required for the installation of survey related instruments in the helicopter shall be carried out by the firm at his own cost. Floor/reference window, motorized mirrors to see underslung geophysical equipment and cable conduit as per CSIR-NGRI's requirement shall be arranged by the firm before the installation of equipment on board.
12. **Operational Helibases:** The firm shall jointly select temporary operational helibases/refueling base, for helicopter landing/parking/refueling/take off, along with CSIR-NGRI's representative in survey area as per the requirement and logistics. The expenses involved in hiring land, preparation of helibase ground, fencing, lighting, security etc., shall be borne by the firm.
13. **Permissions from Local Government:** Firm's representative shall obtain required permissions, for landing/parking/refueling/take off at temporary helibases, from local Government Authorities. CSIR-NGRI shall render all necessary information and assistance for obtaining the required permissions.
14. **Security at Helibases:** The firm shall be responsible for adequate security (four security guards at any given time) of the Helicopter, spares, maintenance equipment, fuel etc. and CSIR-NGRI's survey equipment at the Operational Helibase/at refueling Bases
15. **Helibase equipment:** Firm shall provide external battery and two way communication equipment between pilot on board and ground crew at helibase before the commencement of survey.
16. **Helicopter fuel:** Provision of fuel and to obtain statutory permissions/approvals for storing fuel at Helibases/all refueling stations will be the responsibility of the Firm. The firm is solely responsible for determining the quality and suitability of all fuel to be used in the Helicopter.
17. **Boarding, lodging and transportation:** Boarding, lodging and transportation of crew/pilots, maintenance crew and any other personnel of the firm shall be arranged by the firm at operational base or at a nearest location at their own expenses.
18. **Charges levied by Airports:** Charges levied by Airports Authority of India or other Airport Authorities towards landing, parking, handling, RNFC etc. during servicing of the helicopter and at Nagpur Airport for instrument calibration, shall be borne by the firm.
19. **General work standards:**
20. **Communication:** Firm shall maintain continuous, effective 2-way communication between the work area and CSIR-NGRI. If the firm fails to maintain proper 2-way communication, CSIR-NGRI shall not be liable for any charges incurred due to such communication gap. **Field work timings:** Firm shall fix field work timings in consultation with the CSIR-NGRI's representative at the beginning and during surveys. **Damage to installations & environment:** Firm shall ensure that no damage of any sort is caused to the existing surface & sub-surface installation in and around the areas of operation including the environmental damage. Firm shall be solely responsible for any compensation to be paid for the damages caused by them.
21. **Down Time:** The firm shall be allowed to ground the helicopter for maintenance for 2 days per month. Firm is liable to pay **one third of Fixed monthly charges per day** as

compensation to CSIR-NGRI for each day delay, beyond 6 days, in providing airworthy helicopter. Pro rata monthly charges for these days shall also not be payable to the firm..

If the helicopter is not available cumulatively for more than two hours and up to six hours except waiting for weather clearance/ATC clearance in an operational day, it shall be deemed to be grounded for half a day and if it is not available for more than six hours in an operational day, it shall be deemed to be grounded for the full day.

**If the Helicopter is grounded for want of 3<sup>rd</sup> Pilot, down time will be applicable on pro-rata basis on fixed monthly charges**

22. **Non-working days attributable to Firm:** Work stoppage caused by the following reasons will be considered as per the Clause. 26 (Down Time)
  - i. breakdown of helicopter or any of its equipments or any other factor for which CSIR-NGRI is not responsible.
  - ii. Work stoppage ordered by CSIR-NGRI for non-compliance with survey specifications.
  - iii. Work stoppage due to labor unrest in firm's crew
  - iv. Non compliance of law of the land by the firm.
23. **Standing charges:** CSIR-NGRI shall pay standing charges for actual days utilised for equipment installation, testing, inspection, un-installation etc., during the period of contract and on occasions as per requirement. **Each standing day shall be paid @ 50% of fixed monthly charges / day.** Instruments are to be fitted and standing days will be counted from the day of instrument fitment starts. However if DGCA does not approve the same and fitment is to be done at firm's facilities, the standing days will start from the day of instrument fitment starts at that place. Date of hiring starts from the date of first flight after the fitment of instruments at Firm's helibase. In case fitment of instruments is done at Hyderabad then the date of hiring starts from the date of first flight from firm's helibase. **Standing days shall be excluded from hiring period.**
24. **Dismantling of on board equipment:** On board equipment of CSIR-NGRI will be dismantled at Hyderabad/firm's facilities, as per requirement of DGCA, at the end of survey and necessary permissions and facilities shall be arranged by the firm.
27. **Taxes:**
  - a. Firm, unless specified otherwise in the contract, shall bear all tax liabilities, duties, Govt. levies etc, including customs duty, corporate and personal taxes levied or imposed on the firm on account of payments received by him from CSIR-NGRI for the work done under the contract. It shall be the responsibility of the firm to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time. **Income Tax @ 2% of total cost shall be recovered at source by CSIR-NGRI and a TDS certificate will be issued by CSIR-NGRI.** However firm has to submit their PAN and Service Tax Registration Number.
  - b. In case of foreign firms applicable rate of Withholding tax and Service tax will be recovered on the amount payable duly grossed up and relevant TDS certificate will be issued by CSIR-NGRI.
28. **Insurance:**

- a) Firm shall, at its own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the firm under this contract in respect of its personnel deputed under this contract, helicopter, firm's equipments & tools, any other belongings of the firm or their personnel and passengers onboard during the entire period of their engagement in connection with this contract. CSIR-NGRI will have no liability on this account. Firm shall arrange the entry of passenger's name in passenger manifesto before takeoff of each flight.
  - b) Certificate of Insurance: Before commencing performance of the contract, firm shall upon request furnish CSIR-NGRI with certificates of insurance indicating (1) kinds and amount of insurance as required herein (2) insurance companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that CSIR-NGRI shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policies expire or/are cancelled during the term of this contract and firm fails for any reason to renew such policies in time, then CSIR-NGRI may not allow any flying beyond expiry date and shall there be any losses resulting therefrom shall be to the sole account of the firm. Such insurance shall be effected within Insurance Company incorporated and registered in India or jointly with a company of International repute and an Insurance Company incorporated and registered in India.
  - c) Deductible: That portion of any loss not covered by insurance provided for and this article solely by reason of deductible provision in such insurance policies shall be to the account of the firm.
  - d) The Firm shall maintain throughout the period of Contract at its own expense, hull liability insurance/self insurance of the helicopter. The Firm shall also maintain throughout the period of Contract at its own expenses, insurance/self insurance against war risk and hijacking.
  - e) The firm shall comply with all laws in respect of Workman's compensation and all other laws in effect with reference to employing, safeguarding insurance and protecting all labour employed or used by the Firm and shall insure and continue to insure against third party bodily injury liability or loss of life on each occurrence as per statutory provisions.
- 29. Adjustment in area:** Area of Heliborne Underslung geophysical surveys can be modified / changed as per the requirement of CSIR-NGRI and CSIR-NGRI's decision in this regard is final.
- 30. Force Majeure:** Neither of the parties hereto shall be considered in default in performance of the obligations under the contract, if such performance is prevented or delayed by events such as war, including Civil war (whether declared or not), Civil commotion, insurgency, conflagrations, epidemics, accidents, fire, flood, droughts, earthquake or because of any act of God or cause beyond the reasonable control of the party affected. Soon after the cause of majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and of the actual delay occurred in such affected activity adducing necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, the obligations of the party affected shall be suspended during the continuance of any inability so caused until the cause itself and the inability resulting therefrom have been removed and the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delays occasioned by such events.



31. If firm is prevented by Force Majeure from fulfilling its obligation for more than 14 days in any period of 28 consecutive days or for more than 7 consecutive days then either the CSIR-NGRI or firm may give written notice to terminate the contract within seven days thereafter, in such a case the CSIR-NGRI will pay for actual flying hours and monthly charges on pro rata basis till the date of termination.

32. **Delivery of Helicopter:** The firm shall undertake to position the Helicopter at Base within 15 days from the date mentioned in the Contract. The date of position of helicopter and starting of operations shall be the essence of the Contract. The firm shall ensure that their helicopter shall be ready for operations at the specified base within 07 days from the required date mentioned in the contract. Shall the helicopter not inducted at the designated base by the Delivery date; the CSIR-NGRI shall have the right to act as under:

Accept the helicopter on any subsequent date after issuing notice of levy of liquidated damages (and not by way of penalty) equivalent to 0.5% of total contract value for each day of delay or part thereof up to 15 days, after which CSIR-NGRI has the right to terminate the contract without being liable to pay any charges whatsoever to the firm and forfeit the security deposit.

33. **Inspection of Helicopter:** The helicopter shall be available for inspection at sight by the representatives of the regulatory bodies like DGCA, MoD etc. before the Agreement is executed, if so required. The helicopters shall be taken on lease only after it is inspected and accepted for low altitude heliborne surveys by the regulatory bodies like DGCA, MoD etc., if so desired.

34. **Obtaining DGCA/ATC Clearances:** The responsibility of obtaining necessary clearances for day to day survey operations lies with the firm as per the flight plan of CSIR-NGRI. CSIR-NGRI will provide the Flight Plan at least 24 hrs prior to flying operations.

35. **Flying Hours per day:** The firm shall operate the helicopter for the survey operations during day light hours between 30 minutes after sunrise and 30 minutes before sunset in accordance with CSIR-NGRI's instructions. The helicopter shall be available to fly for a minimum range of six to eight hours per day or 36 to 48 hours per week in the survey area. A third Pilot should be made available so that minimum flying hours are guaranteed as specified above.

36. **Scheduled Inspection/Technical Snags-Replacement of Helicopter:**

The firm shall keep one backup helicopter (of same type and capacity/standard) ready at their base or specified base for immediate replacement of the helicopter under contract service as may be grounded for major (Scheduled) inspections, which by DGCA regulations is required. The back up (Replacement) helicopter shall be positioned at specified base before such scheduled inspection is due so that normal flying services is not disturbed.

b) The back up (replacement) helicopter shall be positioned at specified helipad within 72 hours if the helicopter under service is grounded for technical snag.

37. **Replacement:** In the event of the helicopter initially provided by the Firm not being satisfactory in operation or not being available for prolonged period of more than 72 hours the Firm shall provide replacement within 72 hours from the date and time of written notice by CSIR-NGRI at the total risk and cost of Firm including ferrying charges which may arise on this account.

- 38. Performance:** The firm undertakes to perform all their services under this contract with all reasonable skill, diligence and care in accordance with sound industrial practice to the satisfaction of CSIR-NGRI and ensures to accept full responsibility for the satisfactory quality of such services as performed by them. Any defects/deficiencies that may be noticed in the firm's service will be promptly remedied by the firm upon the receipt of written notice from CSIR-NGRI to improve their performance. If firm fails to remedy within a period of Three (3) days from the receipt of notice, the CSIR-NGRI reserves the right to terminate the contract.
- 39. Notification of land owners and disturbance to livestock:** The Director, CSIR-NGRI is responsible for notifying authorities concerned in the survey area and the local vicinity of the physical extent, commencement date & duration of survey.
- 40.** The firm agrees to assume all liabilities of whatever nature including damages, demands, proceedings and causes of action and liabilities arising out of or in connection with such claims, where such claims result from injury or damage caused by the impact of Helicopter or parts of it on such property, livestock or other animals or due to any willful or grossly negligent act or omission on the part of the firm or its employees or agents.

**Signature of the Firm's Authorised representative**

**AGREEMENT FORM**

This agreement made and entered into on \_\_\_\_\_ day of \_\_\_\_\_,  
2012

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.

**Preamble**

Whereas CSIR through its National Geophysical Research Institute, Hyderabad, hereinafter referred to as CSIR-NGRI invited competitive bids vide its Tender Enquiry No. 55(3)2016-PUR/T- for "Hiring of Helicopter to carry out low altitude Heliborne Geophysical Surveys in parts of Ganga-Yamuna Doab, Allahabad & Koushambi District, Uttar Pradesh" and the bidding documents thereof.

And whereas the Contractor/Firm has submitted its offer vide \_\_\_\_\_ dated \_\_\_\_\_ claiming it has sufficient technical and management know-how and has offered to deploy its Helicopter / crew and services as detailed in this agreement for subject work for CSIR/NGRI.

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

NOW THEREFORE, The parties hereby agree as follows:-

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 Tender document
- (iv) Price Bid
- (v) Acceptance Letter
- (vi) Any Other Information

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

- (i) The Contractor shall carry out the Services in accordance with the provisions of the contract; and.
- (ii) The NGRI shall make payments to the Contractor in accordance with the provisions of the Contract.

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

SIGNED, SEALED AND DELIVERED

On behalf of the Contractor

On behalf of the CSIR/NGRI

( )

( )

WITNESSESS:

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

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

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

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

PROFORMA FOR BANK GUARANTEE FOR EMD

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

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

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

**INDEMNITY BOND**

We M/s \_\_\_\_\_ having Registered Office at hereby indemnify NGRI, Hyderabad, India and acting with regard to Contact 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 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 / due of the workman engaged by us or our sub-contractor 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 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 work 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 proceeding at law and also in respect of any award of compensation or damages arising there from. NGRI shall be at liberty and is herby 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 indemnify Bond executed this day the \_\_\_\_\_

**PERFORMANCE BANK GUARANTEE**

To  
The Director  
National Geophysical Research Institute  
(Council of Scientific & Industrial Research)  
Uppal Road, Hyderabad-500 007.

1. In consideration of Council of Scientific & Industrial Research (hereinafter called 'the Council') having award to M/s. \_\_\_\_\_, a company registered under the said contract under the terms and conditions of an Agreement dated \_\_\_\_\_ made between the Council and the Contractor hereinafter called the said Agreement and Council agreed to accept a Deed of Guarantee as herein provided for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from a Scheduled Bank towards due performance of the contract by the Contractor as per terms and conditions of the Contract on the condition that the Bank on demand from the Council and demur pay to the Council the aforesaid amount.
2. We, \_\_\_\_\_ Bank Ltd., (hereinafter) referred to as the 'Bank' do hereby undertake to pay to the Council an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Council by reasons of any breach or breaches of any of the terms of conditions of the said Agreement by the said Contractor.
3. We, \_\_\_\_\_ Bank Ltd., do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Council by stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Council for reasons of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
4. This guarantee shall come into force immediately and continue in force and remain valid up to completion of all works under the said contract, which according to the terms of the said contract, should be from the probable date of commencement viz., the (day) ..... If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the terms of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the bank shall pay

to the Council the said sum of Rs. \_\_\_\_\_ or such lesser sum as Council may demand.

5. This Guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.
6. Notwithstanding anything hereinbefore contained, the liability of the Bank under this \_\_\_\_\_ guarantee is \_\_\_\_\_ restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the guarantee shall remain in force till \_\_\_\_\_ unless claim or demand under this guarantee is presented to the Bank on or before \_\_\_\_\_, from that date all the right of Council under this guarantee shall be forfeited and the Bank shall be released and discharged from all obligations hereunder.

For \_\_\_\_\_ BANK LTD.,