

CSIR-NGRI



CSIR – National Geophysical Research Institute

TENDER DOCUMENT

Tender No.55(2)2019-Pur/T-26 July 9, 2019

for

**Hiring / Leasing of Heliborne Geophysical
(TEM and Magnetic System) for high-
resolution aquifer mapping.**

**Uppal Road,
Hyderabad – 500 007
Tel: 0091 40 27012887
27012486
Fax: 0091 40 27171564
e-mail: purchase@ngri.res.in**

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(2)2019-Pur/T-26

July 9, 2019

NOTICE INVITING TENDER THROUGH e-PROCUREMENT

Sub: Hiring / Leasing of Heliborne Geophysical TEM and Magnetic System - Reg.

Director, CSIR-NGRI, invites bids in Two Parts (Part -I Techno Commercial un-priced & Part - II Priced bid), for providing the following services through e-procurement (etenders.gov.in)

Sl. No.	Description of Service	Qty	Single/ Two bid	Bid Security (EMD)
1)	Hiring / Leasing of Heliborne Geophysical (TEM and Magnetic System) for high-resolution aquifer mapping.	As per the details furnished under Scope of work	Two Bid	INR 9,94,000 / USD 14,500

Pre-Bid Conference - will be held at CSIR-NGRI on 19-07-2019 at 10.30 a.m. at Conference Hall, I Floor, Main Building, CSIR-NGRI, Uppal Road, Hyderabad - 500 007

The Bids have to be submitted only after Pre-Bid conference scheduled for 00-07-2019, and after noting the Pre-Bid Conference minutes, which will be hosted in NGRI Website: www.ngri.org.in (under tenders column)

Bidders are also requested to go through BOQ and confirm their understanding to quote.

The Part- I Techno commercial un-priced bid should accompany certified copy of the EMD as indicated above. The bids must be submitted through e-procurement portal (<https://etenders.gov.in>) **on or before 03/08/2019 upto 2.30 P.M and the same shall be opened on 05/08/2019 at 2.30 P.M.**

The Bid security should be submitted in its original form, to the following address on or before the bid submission time:

The Controller of Stores & Purchase

CSIR-National Geophysical Research Institute, Uppal Road, Hyderabad - 500 007, India.

Tel: 0091 40 27012887 / 27012486 -Fax: 0091 40 27171564, e-mail: purchase@ngri.res.in

And scanned copy of Bid Security should be submitted along with (Technical Bid – Part –I)

The EMD can also be submitted through wire transfer directly to CSIR-NGRI account. However, the proof of transfer of amount i.e., UTR details should be submitted to this office before closer of the bid submission date and time as indicated in the tender document. The following are the Bank details:

Name of the Bank :	State Bank of India
Address, Postal Code City:	Habshiguda, Uppal Road, Hyderabad-500 007, India
Account Holder:	Director, NGRI
Account No.:	62047041033
IFSC code:	SBIN0020087

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.

SCHEDULE OF PROCUREMENT

Date of issue of Tender : 09/07/2019
Date of opening of Tenders : 05/08/2019 (Part-I)
Date of Placement of P.O. / Issue of Contract : 30/09/2019

(S.GNANAPRAKASAM)
- Controller of Stores & Purchase

TABLE OF CONTENTS

	CONTENTS	PAGE Nos.
1.	INSTRUCTIONS TO BIDDERS	: 5 to 10
2.	TERMS OF REFERENCE/ SCOPE OF WORK	: 11 to 14
3.	BID EVALUATION CRITERIA	: 15
4.	GENERAL CONDITIONS OF CONTRACT	: 16 to 19
5.	DEVIATION STATEMENT	: 20
6.	BID SECURITY FORM	: 21
7	BID SECURITY DECLARATION	: 22
8.	BID FORM	: 23-24
9.	PERFORMANCE SECUIRITY FORM	: 25
10	AGREEMENT FORM	: 26-27
11.	INTEGRITY PACT (IP) FORMAT	: 28-32

1. INSTRUCTIONS TO BIDDERS

- 1.1 CSIR-National Geophysical Research Institute (CSIR-NGRI), a premier research institute under Council of Scientific and Industrial Research (CSIR) undertaking R&D work in Earth Sciences in different parts of India, proposes to **Hire / Lease Heliborne Geophysical (TEM and Magnetic System) for high-resolution aquifer mapping.**
- 1.2 Accordingly, National Geophysical Research Institute (CSIR-NGRI), Hyderabad now invites bids under **Two Part Bidding system (Part-I -Techno-Commercial Bid and Part – II- Commercial Bid)** from reputed and experienced firms.

2.0 BID DOCUMENTS

- 2.1 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.
- 2.2 Bidders shall bear all costs associated with the preparation and submission of bid etc. CSIR NGRI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 EXPERIENCE OF THE BIDDER:

Qualification criteria:

- 3.1 The Bidder as a Company / Joint venture Company (Joint Venture should have been formed before tender date) should have proven capabilities in execution of **Hiring / Leasing of Heliborne Geophysical (TEM and Magnetic System) for high-resolution aquifer mapping.**

The bidder should have experience of Hiring / Leasing of Heliborne Multi / dual-moment / Multi-pulse TEM System 4,000 line kilometers in the last two years.

Documentary evidence in support of each of above points must be accompanied with Technical Bid for further consideration and evaluation

Eligibility Criteria:

- a) The bidder must be registered under appropriate authorities i.e. must be registered with Service tax authorities/Income tax/EPF/ESI authorities/PSARA/PAN etc;
- b) Must not have been under any declaration of ineligibility by any authority. A declaration to the effect should be furnished;
- c) A consistent history of litigation or arbitration awards against the applicant may result in disqualification;
- d) Each bidder shall submit only one bid.

Financial Capability:

Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year i.e., as on 31-03-2019, should be at least INR 1.490 Crores.

Past Experience:

The bidder must have at least three years experience (ending month of March prior to the bid opening) of providing similar type of services to Central/State Government/ PSUs/ Nationalised Banks/ Reputed Organisations. Services rendered with list of such Central/State/PSUs/Nationalized Banks/Reputed Organisations with duration of service shall be furnished.

The bidder must have successfully executed/completed tendered services over the last three years i.e. the current financial year and the last three financial years: -

- a. Three tendered completed services equal to 40% (Forty per cent) of data acquisition i.e. 4000 LKM of Data Acquisition
(or)
- b. Two tendered completed services equal to 50% (Fifty per cent) of data acquisition i.e. 5000 LKM of Data Acquisition
(or)
- c. One tendered completed services equal to 80% (Eighty per cent) of data acquisition i.e. 8000 LKM of Data Acquisition

3.2 The following documents also should be up-loaded 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.
- b. Proof of experience should be submitted along with techno-commercial (Unpriced) bid.
- c. Descriptive literature of the Bidder's constitution, experience and past performance on similar jobs and capabilities of the personnel.
- d. Technical and other details except Price as per Bid Document duly filled in.
- e. Bidder's exception, if any, to NGRI's terms and conditions of the contract.
- f. Copy of PAN CARD of the firm.
- g. Bidders are required to submit EMD as per Clause 8
- h. Any other information/details as required under Bid Document
- i. Bidders are required to indicate the type and model of the Equipment's proposed to be deployed. Bidders will clearly state the Type and Model of Equipment's with complete specifications supported by technical brochures.
- j. Deviation statement form

Purchase preference as per Make in India Policy

In accordance with the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Order No. P-45021/2/2017-PP (BE-II) dated 28/05/2018 under Public Procurement (preference to Make in India) Order 2017, the bids will be evaluated as per following guidelines:

Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

If L1 bid is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price failing within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

In case such lowest local supplier fails to match the L1 Price, the local supplier with the next higher within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly,. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

Margin of Purchase Preference: The margin of purchase preference shall be 20%.

Verification of local content: The local supplier at the time of tender, bidding is required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

The benefits as per MSME guidelines as per the Government of India notifications shall also be extended.

4. GENERAL

- 4.0 Bidders shall clearly indicate their legal constitution and person signing the Bid shall state his capacity as also the source of his authority to bind the Bidder. The power of Attorney or Authorization or any other document constituting adequate proof of the powers of the signatory to bind the bidder shall be annexed to the Bid. CSIR-NGRI will reject outright any Bid unsupported by adequate proof of the signatory's authority.
- 4.1 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.
- 4.2 Bidders are required to indicate the type and quantity of equipment and list of personnel qualifications & their experience to be deployed for the services to be rendered by them against this contract.
- 4.3 Relationship with NGRI.
- 4.4 The bidder shall declare in writing that neither he nor any of his associates is in any way related to any Officer of the rank of Under Secretary or above in CSIR/Laboratories. CSIR-NGRI may decide not to deal with such firms who fail to comply with the above advice.
- 4.5 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.
- 4.6 **Pre-bid conference** will be held on **19/07/2019 – 10.30 a.m.** (IST) at CSIR-NGRI and **it mandatory for bidders** to attend the same. Any doubt regarding the bid 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 on or before **17/07/2019**.

The Pre-Bid Conference will be held as per details given below:

Date & Time	:	19/07/2019 - 10.30 a.m (IST)
Venue	:	Conference Hall, I Floor, Main Building CSIR-NGRI, Uppal Road Hyderabad - 500 007

The response will be given by CSIR-NGRI during Pre-Bid Conference and will also be hosted on the website for benefit of other prospective bidders.

Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification or on his own, it shall do so following the procedure under clause relating to amendment of Bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders.

5.0 INSTRUCTIONS FOR FILLING BIDS

- 5.1 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
- 5.2 The Bidder's Bid and any annotation or accompanying documentation shall be in English Language.
- 5.3 No clarifications shall be sought after opening of techno-commercial bids. Conditional bids indicating exceptions/deviations to bid conditions will be summarily rejected.
- 5.4 The bidders who are capable to take up the work shall submit the bids. Bidders should quote a FIRM PRICE and they shall be bound to keep this price firm and without any escalation for any reason whatsoever, until the completion of the contract period.
- 5.5 No correspondence after opening of Bid will be entertained from the Bidder. However, if CSIR-NGRI seeks any clarifications with respect to the bid the same is to be complied with.
- 5.6 Bid from Bidders not complying with the above instructions can be summarily rejected.
- 5.7 CSIR-NGRI shall not be responsible for any cost or expense incurred by any bidder in connection with his bidding against this bid and loss of bids in post/courier, regardless of the conduct or outcome of the bidding process.

6. VALIDITY OF BID

- 6.1 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. SCOPE OF SERVICE

Detailed scope of work as given separately elsewhere in the bid document.

8. EARNEST MONEY DEPOSIT (EMD)

- a) Bidders are required to submit EMD valid for **135 days** from the date of opening of bid for an amount of **Rs.9,94,000** (Rupees Nine lakhs and Ninety Four thousand only) / USD 14,500 (USD Fourteen thousand and Five hundred only)

- b) EMD can be in the form of a DD drawn in favor of NGRI, payable at Hyderabad.
 - c) In case, the bidder chooses to submit bank guarantee, it should be strictly as per proforma attached from a Nationalized / Scheduled Bank.
 - d) In lieu of EMD, bidders can submit Bid securing declaration (as per format enclosed) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of Two years.
- 8.1 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.
 - 8.2 The successful bidder is required to extend the validity of the EMD for a further period till the formal contract is signed and performance bank guarantee is submitted.
 - 8.3 Bids not accompanied by Earnest Money Deposit as mentioned above will be summarily rejected.
 - 8.4 The EMD of unsuccessful Bidders will be returned within 15 days from the date of signing of contract.
 - 8.5 EMD shall be forfeited in the following events:
 - a) If the Bid is withdrawn or modified or varied in a manner not acceptable to NGRI during the Bid Validity period or any extension thereof.
 - b) If a successful Bidder fails to sign the contract.
 - c) If a successful Bidder fails to furnish Performance Bank Guarantee within 10 days of signing of contract.

9. INTEGRITY PACT

The Integrity Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer would be considered competent to participate in the bidding process. Entering into this pact would be a preliminary qualification.

Integrity Pact (IP) would be implemented through an Independent External Monitor (IEM) whose details are as under.

Shri Anand Deep,
Independent External Monitor (IEM)
Address: 117/363, H-I
Next to Gurudwara Pandu Nagar,
Kanpur – UP – 208 005

Integrity Pact (IP) Form duly signed is attached to this bid document. **(at Page No.28-32)** All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. **Any bid not**

accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and will be rejected straightway.

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:

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

13. Conversion to Single Currency

To facilitate evaluation and comparison, NGRI all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening. For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.

14. GENERAL CONDITIONS

- a. 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.
- b. This bid being under two bid systems, only the techno-commercial bids will be opened on the opening date indicated. Price bids of the short listed bidders will be opened at a later date under intimation to technically shortlisted bidders.

Scope of Service

Hiring of heliborne geophysical (TEM and Magnetic) system for high-resolution aquifer mapping

A	Leasing of heliborne geophysical (TEM and magnetic) including	
	Useful data acquisition (5000 line km per year) (Note: it may be quoted in slabs of 2500-5000, 5000-10,000, 10000-20000 or more)	
	Technical Support for the data acquisition (per LKM)	
B	Optional -Training to the CSIR-NGRI personnel on survey system maintenance, software and hardware (in field as well as in lab), data acquisition, QA&QC, health, safety and security, etc.	
C	Mobilization & Demobilization-1 time	
D	<u>Systems</u> Multi-Moment/pulse TEM and Magnetometer sets including auxiliary systems such as altimeter, DGPS, navigation system, etc.	

Major systems, accessories and specifications

1	Heliborne Multi Moment TEM System	
1.1	General	The Heliborne multi/dual-moment TEM system (also referred to as 'The system' at some place in the following text) should have complete set including a transmitter capable of transmitting pulses in multi moment (low and high) mode, a receiver to measure ground response.
		The TEM transmitter/receiver assembly should be configured to a helicopter-mounted under slung operation.
1.2	Transmitter and Receiver	To achieve high degree of lateral resolution, it is desirable to have transmitter coil area as small as possible (preferably $\leq 400 \text{ m}^2$) to ensure minimal lateral averaging of resistivity.
		System should be able to transmit multi/dual-moment/multi pulse EM signal with the transmitter/receiver loop towable at low level ($\sim 30 \text{ m}$ above ground surface) as well as capable of collecting data above any terrain. The receiver should have 20 or more number of gates for both the moments.
		The orientation and geometry of the transmitter/receiver coils to be recorded accurately during the data acquisition using suitable DGPS and inclinometers, to account for the errors due to orientation and change in transmitter/receiver loop geometry in the final processing. If external generator is used as a power source, it should be placed at a sufficient distance from EM transmitter and no noise affecting the receiver signal.
		The system should be capable of data collection at survey speeds in the range of 60 to 150 km/h ensuring that the geometry of the transmitter loop remains horizontal (within $\pm 10^\circ$) for various geophysical applications to acquire high resolution and cost-effective data optimally. The deviations of the transmitter loop from horizontal plane should be measured precisely ($\leq 1^\circ$) for processing/modeling corrections.
		For high moment the system dipole moment should be configurable in the range from 250,000 NIA to 500,000 NIA or more using the same transmitter geometry.

		The low moment should range between 3000 to 5000 NIA with usable time gates in the range of $\leq 5 \mu s$ to ~ 2 ms in order to obtain very shallow information around 3 m bgl.
1.3	Resistivity Range	System should be capable of mapping features with a wide range of resistivity preferably $10^{-1} \Omega m$ to $10^4 \Omega m$ encountered in aquifer mapping facilitating effective discrimination between weak geological contrasts in the top layers concurrently with those at depth
1.4	Accessories	The system must be complete in all respects including the essential accessories for high-resolution multi-moment TEM data collection, and quality check. The major accessories are listed.
1.5	5 Laser Altimeter	2 nos., Digital, Class 1 Laser, complying the regulations with respect to the safe use of laser equipment, Resolution: ~ 20 cm, Accuracy: ~ 10 cm or better. The range should be around 1 to 250 m or higher
1.6	Differential GPS and Navigation	-2 nos or more., including 1 rover and 1 base station with high accuracy (better than ± 1-metre). In addition, they should supply navigational support system with suitable software which facilitates creation of blocks, survey lines and provides onboard navigational aid to the pilot. Required position accuracy is around ± 2 m. Preferably real time differential corrections may be obtained from either a GPS reference station or from a satellite system or any other way practiced internationally for such operation.
1.7	Data and Format	The system should provide TEM data in a format ready for inversion in processing software platform 'Aarhus Workbench' for layered inversion and also in other formats, if required. System description, settings files, importing data, system parameters, etc. required for data processing should be provided. Supporting software(s) for preparing flight line, data download, formatting or format conversion etc. should be provided by supplier.
1.8	Calibration	The geophysical (at least multi-moment TEM) system should be calibrated at an established test site and supportive documents to this effect should be provided.
1.9	Data Quality, Control, Security & processing	Data QA/QC needs to be done at field site / base camp under secure condition by CSIR-NGRI officials/scientists. In this regards necessary software and training for QA/QC need to be provided by the contractor before the actual surveys start. All the acquired data is confidential and is absolute property of CSIR-NGRI, Govt. of India. It needs to be handed over to NGRI in secure condition. Afterwards the collected data, if any, should be deleted from system/devices of the field personnel provided by the supplier to ensure that no data is transmitted elsewhere. To achieve better field data QA & QC, the heliborne TEM

		system must be able to facilitate 1D inversion of the collected data within 48 hours of flight completion.
1.10	Other system	The system should also include a high-resolution airborne magnetometer and a ground magnetometer to record diurnal variations. The specifications are provided below.
2	Magnetometer	
2.1	Airborne magnetometer	
2.1.1	Number	1
2.1.2	Error envelope	Not exceeding ± 0.2 nT for more than 10% of any flight line.
2.1.3	Sensitivity	Typically 0.002 nT at a 0.1 second sample rate.
2.1.4	Operating range	~20,000 to 100,000 nT
2.1.5	Heading error	< 2 nT
2.1.6	Absolute accuracy	Better than 3 nT throughout range.
2.1.7	Operating temperature	-5°C to +50°C
2.1.8	Synchronization	The counter is to be synchronized with the TEM system. The system should record magnetic data only during the TEM off time.
2.2	Ground based magnetometer	
2.2.1	Numbers	1
2.2.2	Magnetic base station	User selectable sample interval ranging from 0.2S to 1S and a sensitivity ~ 0.1 nT
2.2.3	Digital recordings	Digital data should include standard parameters like: the date, an absolute value of the total magnetic field and GPS time, etc. with accurate synchronization to the airborne data acquisition system. The system should have sufficient memory to store 10-12 hours data
2.2.4	Resolution	0.01 nT or better
2.2.5	Absolute Accuracy	± 0.1 nT or better
3	Other Requirements/Conditions	
3.1	System Engineer/ Operator	A system engineer will be needed at the time of DGCA inspection for assembly and during the field surveys
3.2	Insurance	The supplier should ensure the insurance of all the systems for entire period
3.3	Service and maintenance	Necessary time bound/earliest possible service and maintenance including spare parts have to be ensured by the supplier without attracting any additional cost. Service and maintenance, in case of major changes, should not exceed more than a week. Delay will attract penalization depending upon the resultant loss to CSIR-NGRI.
3.4	Experience	The aquifer mapping requires high-resolution data from very shallow (~ 3 m to map reliably the upper soil essential for

		recharge zones) to deeper horizons (aquifers and bedrock). Therefore, the contractor must supply essential documents of Heiborne multi moment/pulse TEM system to support their adequate experience on groundwater related studies in various geological terrains. The company should have experience of at least 4,000 line kilometer data collection using multi moment/pulse TEM system for groundwater investigations. It will be preferred if the supplier has experience of leasing the system successfully in the past. Supportive documents to this effect may be provided.
3.5	Age of the system	The Multi moment/pulse system should be preferably new. In any case it should not be more than 2 years old and in good condition.
3.6	Technical support	The supplier needs to provide technical support for the data acquisition including training to the CSIR-NGRI personnel on survey system maintenance, software and hardware (in field as well as in lab), data acquisition, QA&QC, system health, safety and security, etc.
3.7	Back up	Additional alternative devices/essential major spares may be ensured as standby for backup reasons.

BID EVALUATION CRITERIA

PARTICULARS	COMPLIED AND ACCEPTED / NOT ACCEPTED/ NOT APPLICABLE
A. TECHNICAL: The following conditions should be complied with in toto, failing which the bid will be rejected. The Bidder as a Company / Joint venture Company (Joint Venture should have been formed before tender date) should have proven capabilities in execution of Hiring of heliborne geophysical (TEM and Magnetic) system for high-resolution aquifer mapping as follows: a. Three tendered completed services equal to 40% (Forty per cent) of data acquisition i.e. 4000 LKM of Data Acquisition with their own heliborne geophysical (TEM and Magnetic) instrument (or) b. Two tendered completed services equal to 50% (Fifty per cent) of data acquisition i.e. 5000 LKM of Data Acquisition with their own heliborne geophysical (TEM and Magnetic) instrument (or) c. One tendered completed services equal to 80% (Eighty per cent) of data acquisition i.e. 8000 LKM of Data Acquisition with their own heliborne geophysical (TEM and Magnetic) instrument	
B. COMMERCIAL The lowest evaluated bidder as per the total price quoted as per the BOQ	

GENERAL CONDITIONS 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 Notices on the parties concerned.

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

Phone: 91 40 2701 2887 / 2701 2486
Fax: 91 40 2717 1564
e-mail: purchase@ngri.res.in

2. Name & address of the Contractor & contract duration:

Name :

Contract Duration:

- a. The duration and validity of the contract will be initially for a period of two years which may be extended for the next two years if required, provided the services are found to be satisfactory, by the competent authority of NGRI.
- b. The contract period will start the day they hired system is received at NGRI.

PRE-CLOSURE OF CONTRACT

- c. NGRI reserves the right to change the period of contract, to instruct the contractor in respect of starting and closing of contract operation, with 1 month's notice. NGRI will not be responsible for any compensation whatsoever on this account.

3. Mobilization Period:

Delivery period means the deployment of requisite equipment at NGRI, Hyderabad.
Delivery period allowed is maximum 30 days from the date of issue of Contract by NGRI.

If the equipment is not delivered within 30 days at NGRI, Hyderabad, penalty will be levied @ of 0.5 (half percent) of contract value per week subject to maximum of ten weeks towards the late delivery thereafter CSIR/NGRI holds the option to cancel the contract and forfeit the entire Performance Bank Guarantee of the defaulting contractor.

Same way, if the equipment is not maintained properly and if it is down for more than 5 working days, penalty will be levied @ of 0.5 (half percent) of contract value per day subject to maximum of ten days towards the non-maintenance thereafter CSIR/NGRI holds the option to cancel the contract and forfeit the entire Performance Bank Guarantee of the defaulting contractor.

4. TERMS OF PAYMENT

- a) Payment for annual rental charges, will be made on monthly basis within 30 days, after completion of the month.
- b) Payment for data acquisition charges, will be made within 30 days, after

- completion of data acquisition on actual basis..
- c) Payment of optional training charges, will be made within 30 days, after completion of training.
 - d) Payment towards Mobilization and De-mobilization will be made within 30 days, after completion of Mobilization and De-mobilization respectively.
 - e) **TDS and GST TDS** as applicable **will be deducted** from the invoices, as per rules in force.

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 the currency of contract, against invoices to be raised by the contractor. The payment will be made electronically directly to the contractor's bank.

5. DUTIES & TAXES

Payment of Duty and Tax

The import export of any materials/equipment/components as may be required for executing the contract will have to be arranged by the successful bidder who shall become the Contractor and CSIR-NGRI will not provide any import license. But CSIR-NGRI will provide Customs Duty Exemption Certificate, as per Customs Notification No. 51/96-Cus dated 23.7.1996 and amendment **No.24/2007-Customs dated 01/03/2007 and No.43/2017-Customs dated 30/06/2017.**

- 5.1 However, it will be the responsibility of the contractor to ensure that all the existing rules and regulations guiding the conduct of such business laid down by various competent govt. agencies are followed without any deviation.
- 5.2 Payment of all duties including **Customs Duty** will be to the account of the successful bidder who shall become the Contractor.
- 5.3 The Contractor shall bear all Indian Corporate Taxes levied or imposed on the Contractor under the Agreement, under the provision of Income-Tax Act 1961 or any amendment thereof and under the Company's (profit) Surcharge/tax 1964 or any amendment thereof on account of payments received by it from the CSIR-NGRI for work done under the Agreement. It shall be the responsibility of the Contractor to submit to the concerned Indian Authorities the returns and all other connected documents required for this purpose.
- 5.4 The Contractor shall also provide CSIR-NGRI such information as it may require with regard to the Contractor's income and expenditure under the AGREEMENT for proper assessment of taxes and duties. Indian Income Tax Authority, the said interest/penalty shall be paid by the Contractor only.
- 5.5 CSIR-NGRI shall if so required by the applicable laws in force withhold from the amount due to the Contractor, income tax payable by the Contractor at the rate in force, and pay to the Indian Tax Authority directly. It shall be the Contractor's sole responsibility to determine the amount of Taxes as due and admissible and the likely rate at which the deductions will be made on account of taxes etc. by CSIR-NGRI for payment to the Indian Tax Authorities.

6. 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.

7. TERMINATION

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.

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.

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.

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.

8. 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.

c. 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.

9. 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.

10. 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.

11. 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.

12. ARBITRATION

Any difference / dispute arising out of the agreement, shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court New Delhi.

13. ASSIGNMENT

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

14. INTERPRETATION

The title and headings given in this Contract are inserted for convenient reference only and shall not be construed as limiting.

(S. GNANAPRAKASAM)
Controller of Stores & Purchase



DEVIATION STATEMENT FORM

- 1) The following are the particulars of deviations from the requirements of the tender document and specifications:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

NOTE:

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

BID SECURITY FORM

Whereas _____ (hereinafter called the tenderer") has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender") against the purchaser's tender enquiry No. _____

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser")

In the sum of _ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
- Or**
- (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 45 days after the period of tender validity i.e., up to _____ and any demand in respect thereof should reach the Bank not later than this date.

(Signature of the authorized officer of the Bank)

**Name and designation of
the officer Seal, Name & Address of the Issuing
Branch of the Bank**

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Bid-Securing Declaration Form

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser) I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of : (insert complete name of

Bidder) Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Signature and Seal of the manufacturer/Bidder

Place :

Date :

Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for Bids]*

Invitation for Bid No.: *[insert No of IFB]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;

- (d) The discounts offered and the methodology for their application are:

Discounts: If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

[insert signature of person whose name and capacity are shown]

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No. dated to supply (description of goods and services) (hereinafter called "the contract").

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

AGREEMENT FORM

The Agreement

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

Between

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

AND

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

Preamble

Whereas CSIR through its National Geophysical Research Institute, Hyderabad, hereinafter referred to as CSIR-NGRI invited competitive bids vide its Bid enquiry No. for Hiring of heliborne geophysical (TEM and Magnetic) system for high-resolution aquifer mapping and the bidding documents thereof.

And whereas the contractor submitted its offer vide _____ dated _____ claiming it has sufficient technical and management know-how and has offered to deploy its equipment, personnel and services as detailed in this agreement for Hiring of heliborne geophysical (TEM and Magnetic) system for high-resolution aquifer mapping and the bidding documents thereof for CSIR/CSIR-NGRI.

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

NOW THEREFORE, the parties hereby agree as follows :-

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

On behalf of the Contractor

On behalf of the CSIR/CSIR-NGRI

(_____)

(_____)

WITNESSESS :

(1) _____

(1) _____

(2) _____

(2) _____

FORMAT OF INTEGRITY PACT

INTEGRITY PACT

Between

The Council of Scientific and Industrial Research, a society incorporated under the Societies Registration Act- 1860, having its corporate registered office at "Anusandhan Bhavan", 2 Rafi Marg, New Delhi-110001 represented by _____ (name of the procuring Entity) hereinafter referred to as "The Principal" which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns.

And

M/s.....represented by Designated Partner/ Director/ Chief Executive Officer herein referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns.

Preamble

The Principal proposes to procure (Name of the Stores/Equipment/Item) at a competitive price in conformity with the specifications, under laid down organizational procedures and the BIDDER/ Contractor is willing to offer/has offered the stores and

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows **Section 1 –**

Commitments of the Principal

01. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- (c) The Principal will exclude from the process all known prejudiced persons.
- 02. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- 01. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any Undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 02. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 03. The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 – Disqualification from tender process and exclusion from future Contracts

01. If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex -"B".

Section 4 – Compensation for Damages

01. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
02. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

01. The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
02. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

01. The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
02. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
03. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

01. If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors

01. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
02. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS(A), CSIR.
03. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.
04. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
05. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
06. The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
07. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
08. If the Monitor has reported to the JS(A), CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
09. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

01. This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

02. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Section 10 – Other provisions

01. This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
02. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
03. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
04. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

05 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
(Office Seal)

Place.....

Date.....

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1: (Name & Address)

Witness 2: (Name & Address)
