

	CSIR - NATIONAL GEOPHYSICAL RESEARCH INSTITUTE
	(Council of Scientific & Industrial Research)
	UPPAL ROAD, HYDERABAD-500 007, TELANGANA, INDIA
	Tel: 91 40 2701 2309 / 2701 2304; Fax: +91 40 27171564; e-mail: bdg@ngri.res.in

No. NGRI/BDG-R&DS/MLP-6403/2022

dt.11/10/2022

To

M/s.

Dear Sir

Sub: Invitation for Bid / Quotation for Hiring of Helicopter to carry out Heliborne Geophysical Surveys

CSIR-National Geophysical Research Institute, Hyderabad, India is one of the premier laboratories under Council of Scientific and Industrial Research, an autonomous body under Department of Scientific and Industrial Research (Government of India), New Delhi. CSIR-NGRI is a Science and Knowledge based Research, Development and Consulting Organization. It is internationally known for its excellence in Scientific Research in Earth Sciences.

The Director, CSIR-NGRI, invites e-bids in two parts (Part-I Techno Commercial un-priced & Part-II Priced bid), for providing the following services from reputed service providers only through e-procurement (etenders.gov.in) for providing following Service.

Sl. No	Description of Service	Qty	Single/ Two bid	Bid Security (EMD)
1.	Hiring of AS350B3 or any other technically similar helicopter tested / capable for flying of SkyTEM/VTEM or other similar heliborne geophysical system to carry out low altitude (30m agl) Heliborne Geophysical (TEM and Magnetics) Surveys with capacity of towing ~ 1000 kg load (as under slung loop of transmitter and receiver coil) at 30m agl with skilled pilots for high resolution tem/mag surveys in India. Flying duration: ~75 hours Flying speed range: 60 – 150 km/h Flying Load: A loop of ~1000 kg containing Transmitter and Receiver and other accessories towed 30 m below helicopter. Equipment to be used for survey: Time-domain EM and magnetometer. Time-domain EM survey system consisting of transmitter-receiver (Z-Coil, additionally X-coil) loop of ~25 meters diameter or more under-slung the helicopter by a 30 m cable. The weight of the under-slung is about 650 Kg. The survey system includes other accessories such as DGPS, generator, altimeter, data storage, etc.	As detailed in the Scope of work.	Two Bid	Bid security declaration to be submitted as per the format enclosed.

1. Interested Bidders may obtain further information from the office of Head, B.D.G. Group, CSIR-National Geophysical Research Institute, Uppal Road, Hyderabad – 500 007, India, Tel: 0091 40 27012309 / 27012304 - Fax: 0091 40 27171564, e-mail: bdg@ngri.res.in
2. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender Central Public Procurement Portal (CPPP) of Government of India, <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-NGRI Website, www.ngri.org.in. **The submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in>. Bids will not be accepted in any other form.** The prospective bidders should adhere to deadlines specified in Tender Details Screen corresponding to this Tender on E-Tender portal **<https://etenders.gov.in>**.
3. 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 (<https://etenders.gov.in>) **on or before 25/10/2022 up to 2.30 P.M. and the same shall be opened on 26/10/2022 at 3.30 P.M.**
4. The Bid security should be submitted in its original form, to the following address on or before the bid submission time:

Head, B.D.G.
CSIR-National Geophysical Research Institute,
Uppal Road, Hyderabad – 500 007, India.
Tel: +91 40 27012309 / 27012304
Fax: +91 40 27171564, e-mail: bdg@ngri.res.in

5. As per Govt. of India procurement policies:
 - a) The purchaser intends to give purchase preference to local suppliers* in case the cost of procurement is up to Rs.50.00 lakhs.
 - b) There is no restriction on the eligibility of the suppliers.
 - c) The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

* **‘Local supplier’** means a supplier or service provider whose product or service offered for procurement meets the minimum local content of 50% as prescribed in DIPP Order No. P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/ Departments in pursuance of this order.

‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

6. The Director, CSIR-National Geophysical Research Institute, Hyderabad, reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.
7. Bidder's from a country which shares a land border with India will not be eligible to participate in this tender, unless the bidder is registered with Department for Promotion of Industry and Internal Trade (DPIIT) under order (Public Procurement N0.1) issued by Ministry of Finance, Department of Expenditure in line with O.M. No. F.No.6/18/2019-PPD dated 23/07/2020 inserting Rule 144 (xi) in GFR 2017.

General Instructions to Bidders: -

01. Tender Documents may be downloaded from Central Public Procurement Portal <https://www.etenders.gov.in>. Aspiring Bidders who have not enrolled/ registered in e-procurement should enrol / register before participating through the website <https://www.etenders.gov.in>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at ‘Instructions for online Bid Submission’.

02. Tenderers can access tender documents on the website (For searching in the NIC site <https://www.etenders.gov.in>, Kindly go to Tender Search option, select tender type and select 'Council of Scientific and Industrial Research' in organization tab and select 'NGRI-Hyderabad-CSIR' in department type. Thereafter, Click on "Search" button to view all CSIR-NGRI, Hyderabad). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://www.etenders.gov.in> as per the schedule given in the tender document.

SCHEDULE OF PROCUREMENT

Date of issue of Bid :	11/10/2022
Date of opening of Bids :	26/10/2022
Date of Placement of P.O. / Issue of Contract :	04/11/2022

TABLE OF CONTENTS

CONTENTS	PAGE Nos.
1. INSTRUCTIONS TO BIDDERS	: 5 to 11
2. BID EVALUATION CRITERIA	: 12 to 14
3. SCOPE OF WORK	: 15 to 17
4. GENERAL CONDITIONS OF CONTRACT	: 18 to 22
5. ADDITIONAL CONDITIONS	: 23 to 27
6. AGREEMENT FORM	: 28 to 29
7. BIDDER INFORMATION FORM	30
8. BID SECURITY	: 31
9. INDEMNITY BOND	: 33
10. PERFORMANCE GUARANTEE	: 34
11. DEVIATION STATEMENT FORM	: 33
12. BID SECURITY DECLARATION	: 32
13. CHECK LIST FORM	: 40
14. TECHNICAL COMPLIANCE STATEMENT	: 41-42
15. HELICOPTER SPECIFICATION FORM	: 41
16. INTEGRITY PACT	35-38
17. OTHER FORMS	43-46

INSTRUCTIONS TO BIDDERS (ITB)

1. GENERAL

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 document. Failure to furnish all information, data as required by the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at bidder's risk and may result in the rejection of their bid.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid etc. CSIR-NGRI in no case is responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. EXPERIENCE OF THE BIDDER AND HIS PERSONNEL

- 2.1 Experience - as per the Bid Evaluation Criteria (BEC)
- 2.2 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. (Details shall be furnished as per format attached).
- 2.3. Bidders shall clearly indicate their legal constitution and person signing the Bid shall state his capacity as also the source of his authority to bind the Bidder. The power of Attorney or Authorization or any other document constituting adequate proof of the powers of the signatory to bind the bidder shall be annexed to the Bid. CSIR-NGRI will reject outright any Bid unsupported by adequate proof of the signatory's authority.
- 2.4 The bids from the Joint Venture (or) Consortium will be considered subject to fulfilling the bid evaluation criteria. Further, the following conditions have also to be met.
- 2.5 Where the Bid is made by a Joint Venture (or) Consortium, the Bid shall specifically indicate the members of the Joint Venture (or) Consortium by whom and/or on whose behalf the Bid is being made and shall indicate with reference to each whether such member contributes directly to the work or not and, if so, to what extent he contributes to the said work. In the event of a person/firm who is not a member of the said Joint Venture (or) Consortium, details of name and address of such person/firm and shall be accompanied by valid proof of authority drawn in favor of Joint Venture (or) Consortium to bind such person/firm.

The Bid shall be signed so as to be legally binding on all partners.

The Bid shall include a copy of the agreement entered into by the Joint Venture (or) Consortium partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

One of the partners shall be nominated as Lead Member, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the Joint Venture (or) Consortium, and

The execution of entire contract, including payment, shall be done exclusively with the Lead Member.

The qualifications of each of the partners of a Joint Venture (or) Consortium shall be added together to determine the compliance with the minimum qualifying / eligibility criteria.

Each Bidder shall submit only one Bid, either individually or as a consortium. A bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

In case of Joint Venture (or) Consortium, the past experience of each partner in the area of work for which they assume responsibility in this Bid must be clearly stated with supporting documents.

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 organization 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 CSIR-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. CSIR-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 Bid is strictly prohibited and the Bid submitted by the contractor who resorts to canvassing will be liable for rejection.

2.9. 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.

2.9.1 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.

2.9.2 It is the responsibility of the bidder that such factors have been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustments to the contract awarded under the bidding documents will be entertained by CSIR-NGRI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by CSIR-NGRI.

3. INSTRUCTION FOR FILLING AND SUBMISSION OF BIDS

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.

The following documents should be up-loaded along with the Bid.

- a) The Bid document duly signed on each page as token of having accepted the terms and conditions of the Bid Documents. Proof for meeting Bid Evaluation Criteria should be submitted along with techno-commercial (Un-priced) bid – Part-I.
- b) Descriptive literature of the bidder's constitution, experience and past performance on similar jobs and capabilities of the personnel.
- c) Bidders are required to submit EMD as per Clause 7.
- d) Bidder should submit their insolvency certificate not older than one year duly obtained from their Bankers.
- e) Certificate from Auditors / Chartered Account stating the bidder did not incur any loss in more than 2 years during the last five years ending March 2022.
- f) Fully filled up Technical Compliance Statement duly signed.
- g) Any other information/details as required under Bid Document.
- h) Deviation Statement form duly signed.
 - i) Exception, if any, to CSIR-NGRI's terms and conditions of the contract.
 - j) Technical and other details except Price as per Bid Document duly filled in.
 - k) Bidder's exception, if any, to CSIR-NGRI's terms and conditions of the contract.
 - l) Copy of PAN CARD of the firm.
- m) 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.

- n) Certificate as per clause No.3.6.

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 falling 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.

The Director, CSIR-NGRI, reserve the right in accordance with Para No. 3 of the O.M. No.F.20/2/2014-PPD(Pt.), dated 20/09/2016 of Ministry of Finance, Department of Expenditure Procurement Policy Division.

- 3.2 The Bid and any annotation or accompanying documentation shall be in English language.
- 3.3. No clarifications shall be sought after opening of techno-commercial bids. Conditional bids indicating exceptions/ deviations to Bid conditions will be summarily rejected.
- 3.4 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.
- 3.5 No correspondence after opening of Bid will be entertained from the bidder. However, if CSIR-NGRI sends any communication with respect to the bid the same is to be complied with.
- 3.6 Bidder's from a country which shares a land border with India will not be eligible to participate in this tender, unless the bidder is registered with Department for Promotion of Industry and Internal Trade (DPIIT) under order (Public Procurement NO.1) issued by Ministry of Finance, Department of Expenditure in line with O.M. No. F.No.6/18/2019-PPD dated 23/07/2020 inserting Rule 144 (xi) in GFR 2017.
1. Bidders not having a land border with India are to submit Annexure-X. Firms which do not submit Annex-X will be considered as non-responsive and could summarily rejected. Bidders

having a land border with India are to submit Annex-XI. Firms which do not submit Annexure-XI will be considered as non-responsive and could be summarily rejected.

2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

4. VALIDITY OF BID

- 4.1 The Bid must be kept valid for acceptance for **90 days** from the date of closure of Bid.
- 4.2 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 CSIR-NGRI in this behalf. For this purpose, the Bidder shall depute his authorized representative along with power of

attorney in his favor. Main condition of the proposed contract has been specified hereinafter under the title “General Condition of Contract” in the bid document.

5. MOBILIZATION TIME

Mobilization Period: Mobilization means the deployment of requisite crew & equipment, establishment of camp by the successful bidder. Mobilization period allowed is maximum **15 days** from the date of award of work.

6. SCOPE OF WORK

6.1 Detailed scope of work is given **separately elsewhere** in the bid document.

7. EARNEST MONEY DEPOSIT (EMD)

- a) Bidders should 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.
- b) 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.
- c) The tender fee and EMD exemption is applicable to MSMEs subject to conditions given below:
 - d) MSMEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSME's Bidder to note and ensure that **nature of services and goods/items manufactured mentioned in MSME's certificate matches with the nature of the services and goods /items to be supplied as per Tender.**
 - e) **Traders / resellers / distributors / authorized agents will not be considered for availing benefits** under Public Procurement policy 2012 for MSMEs as per MSME guidelines issued by MoMSME.
 - f) The registration certificate issued from any one of the above agencies must be **valid as on Bid closing date of the tender.** Bidder shall ensure validity of registration certificate in case bid closing date is extended.
 - g) The MSMEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have **not obtained the valid certificate** as on close date of the tender, are **not eligible for exemption / preference.**
- a) signing of contract.

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

Head, B.D.G.
CSIR-National Geophysical Research Institute,
Uppal Road, Hyderabad – 500 007, India.
Tel: +91 40 27012309 / 27012304
Fax: +91 40 27171564, e-mail: bdg@ngri.res.in

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

8. RIGHT TO REJECT

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

9. AUTHORISATION

Since the submission of bids are on-line, bidders may attend the on-line opening through e-procurement portal on the date of opening at their respective places through on-line and can have the details accordingly.

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 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. INTEGRITY PACT – Not applicable

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) Form duly signed is attached to this bid document. **(at Page No.35-38)** 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.**

12. GENERAL CONDITIONS

- a. This Bid being under two bid systems, only the techno-commercial bids will be opened on the opening date indicated. Price bids of the shortlisted bidders will be opened later under intimation to the Bidders.
- b. The contractor shall conform to all laws including labour of the State/ Central Government. The contractor shall indemnify CSIR-NGRI for any breach of laws committed by him. The contractor shall take adequate measure to ensure continuous and unhindered output of work.
- c. The contractor shall provide and be responsible for payment of salaries / wages at prevailing rates, and provide necessary proof to CSIR-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.
- d. The contractor shall pay the wages directly to the workmen / employees without any intermediary.
- e. Any expenditure incurred by CSIR-NGRI on behalf of the contractor who is under an obligation to bear the expenditure as per the relevant law shall be recovered by CSIR-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.
- f. 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.

- g. 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 CSIR-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.
- h. The contractor will be solely responsible for the welfare of his employees. He will have no claim against CSIR-NGRI for any injury or death of his employees. He will have no claim against CSIR-NGRI for any injury or death of his employees whatever be the cause. Public liability claims against his employees will be his sole responsibility. He shall provide satisfactory proof to CSIR-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 CSIR-NGRI from any claim in future.
- i. The contractor shall be responsible for payment of wages, salaries, bonus, provident fund, social charges, insurance, accommodations, etc. in respect of workers and supervisors as per the laws, regulations and acts in this respect of the concerned State Governments and the Govt. of India in force from time to time.
- j. The CSIR-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.
- k. The Contractor will acquire requisite statutory licenses before start of the work.

**The Bid will be evaluated as per following Bid Evaluation Criteria (BEC) –
Technical and Commercial**

BID EVALUATION CRITERIA

TECHNICAL

1. The bidder must have Non Scheduled Operator's Permit (NSOP) issued by DGCA, Ministry of Civil Aviation, Govt. of India. NSOP has to be submitted along with the technical bid, which is mandatory to get necessary permissions from MOD/DGCA.
2. The bidder should have minimum 2 **Ecureuil AS350B3 or any other technically similar** Helicopter tested / capable of towing time domain EM System as per the details provided in the "Description of Service." List of helicopters to be submitted. Only those helicopters (COR) offered in the technical bid are allowed to fly for survey operations and provide 2 helicopters for survey operations.
3. Helicopter shall have valid COR from the manufacturing company and the same shall be acceptable to DGCA (GOI).
4. Helicopter offered shall have valid Certificate of Flight Air Worthiness (COFA) and duly approved by DGCA at the time of bidding.
5. The helicopters offered shall have valid insurance for helicopter, passengers and third party.
6. 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 helicopters valid to cover the survey period should be submitted along with the bid.
7. The bidder should have his own Helicopter Maintenance approval on-type AS350B3 or any other technically similar Helicopter tested / capable of towing time domain EM System as per the details provided in the "Description of Service" approved by DGCA and maintenance crew or Should have maintenance agreement between the maintenance company approved by DGCA for type AS350B3 helicopter and the bidder. The agreement copy should be enclosed along with Bid for evaluation. CSIR-NGRI may have pre-visit to the maintenance company, if required.
8. The bidder should have minimum four AS350B3 helicopters or any other technically similar Helicopter tested/capable of towing time domain EM System as per the description of service with valid STC for SKYTEM/VTEM/equivalent (TEM system), with associated electronics should be provided by the equipment supplier to CSIR-NGRI. The listed helicopter must be available for the heliborne geophysical surveys.
9. The bidder as a Company (or) registered partnership firm (or) concern should have experience of 60 hours of low altitude under-slung Airborne Geophysical Surveys for CSIR / Government / PSU.
10. Experience of Pilots
 - a) As this survey is highly skilled and specialized in nature and also involves low level flying, only the pilots having experience in flying SkyTEM /VTEM / VTEM Plus / Equivalent TEM system should be provided by helicopter company with the concurrence of CSIR-NGRI. CSIR-NGRI reserves the right to choose the pilots experienced in this task from the list of pilots provided by the helicopter company.
 - 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 hours as Pilot in Command on type helicopter or any

special approval given by DGCA with VTEM/SKYTEM (or) equivalent loop size & weight, equipment.

- c) The company must be able to provide 2 sets (PiC + Co-Pilot forming 1 Set) of pilots for the helicopter if required by CSIR-NGRI to finish the committed task.
- d) The Pilots should be on the payroll for last six months (or) the bidder should have arrangements for securing the services of 2 sets of pilots as and when required for execution of the project.
- e) As per DGCA, the survey shall be of two pilot operations with one Indian pilot for each flying system. Since, there is limited availability of Indian skilled pilots having expertise in carrying out low altitude Heliborne Underslung geophysical SkyTEM/VTEM/equivalent system surveys, a combination of skilled foreign pilot and an Indian pilot will be required. Foreign pilot shall have expertise in flying SkyTEM/VTEM/equivalent system with AS350B3 helicopter as PIC.
- f) In case of necessity the bidder must be able to arrange foreign pilots also and bidder should ensure that they meet/satisfy the all the requirement of DGCA norms.
- g) The pilot should have valid DGCA approval to fly in India.

11. Expat Pilots:

- a. In case of expat pilot, the pilot should be Type Qualified with under-slung loop experience as per DGCA regulation as stated in 9b above.
- b. The pilot should have valid DGCA approval to fly in India.

12. Accident History:

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. The bidder must have 'Accident Free Record in under-slung operations' in the last five years.

DOCUMENTARY EVIDENCE IN RESPECT ALL ABOVE 12 CRITERIA SHALL BE SUBMITTED ALONG WITH TECHNICAL BID.

13. Final Commercial Evaluation will be as under :

The Contract will be awarded to the lowest evaluated responsive and qualified bidder.

COMMERCIAL

S.N.	DESCRIPTION	Unit	QUANTITY	UNIT RATE	TOTAL
1	Rental charges	Day	25 Days		
2	Flying Hour charges	Hours	75 Hours		
3	Mobilization charges *	Per Hour			
4	De-Mobilization charges *	Per Hour			
5	TA/DA & Lodging charges for crew members	DAY	25 Days		
	GST applicable @ 18 %				
	TOTAL				
However, the payment will be made at actuals as per number of days / flying hours used. *There may be multiple mob/demob depending on the survey requirement. For evaluation purpose, flying hours for mob./demob. may be taken per unit charge. However, the payment will be made as per actual.					

*** To be quoted on per hour basis for the purpose of evaluation. Mob/Demob will have to be under taken by the shortest possible route and will be paid as per actual.**

Note: The rental charges and TA/DA & Lodging charges for crew members to be indicated per day.

The total as per above schedule of rates (In Indian Rupee), will be taken for evaluation & selection of the lowest bidder.

Commercial bid shall be submitted separately as per BOQ attached / hosted in the etender.portal.

SCOPE OF WORK

Scope of Work:

A low altitude heliborne geophysical surveys to be carried out in parts of Jammu & Kashmir region during 2022-2023. Type of helicopter required for the survey is **Écureuil** AS350B3 or any other Helicopter registered in India technically suitable helicopter, permissible by DGCA and tested / capable of towing the time domain EM System as per details indicated in the "Description of Service." The helicopters need to carry about 1000 kg flying load as under slung at 30m ags (above ground surface). The helicopter should have an under-slung cargo hook arrangement suitable to tow the SkyTEM or other similar geophysical system under-slung weighing about 1000 kg. of flying load. The cargo hook shall be capable of releasing both electronically and manually. The under slung load is a geophysical system consisting of transmitter loop (~25 m dia or more) and receiver, generator, magnetometer and other accessories.

As this survey is highly skilled and specialized in nature and also involves low level flying, only the pilots having experience in flying SkyTEM/VTEM / VTEM Plus / Equivalent system and cleared from DGCA would be required.

A. DURATION AND VOLUME OF THE SURVEY

1. It is expected to complete the job in about ~ 75 flying hours (FH) by a helicopter in one flying season during 2022-2023 depending on climatic conditions to cover 3,000 LKM with the geophysical systems (SkyTEM/VTEM, Magnetometer, etc) fitted to the helicopter.
2. The survey work is expected to be carried out during the suitable flying season, most probably September to May subject to the climatic conditions of the area. In case the work could not be completed by May in one flying season of that particular year then leftover work may have to be carried out during the next field season.
3. CSIR-NGRI reserves the right to change the period, to instruct the contractor in respect of starting and closing of contract operation. CSIR-NGRI will not be responsible for any compensation whatsoever on this account.

B. EQUIPMENT TO BE USED FOR SURVEY

Equipment to be used for survey: Time-domain EM and magnetometer. Time-domain EM survey system consisting of transmitter-receiver (Z-Coil, additionally X-coil) loop of ~25 metres diameter or more under-slung the helicopter by a 30 m cable and 1000 kg. flying load. The survey system includes other accessories such as DGPS, generator, altimeter, data storage, etc.

C. REQUIREMENT OF THE HELICOPTER

1. The type of helicopter required for the survey is **Écureuil** AS350B3 or any other Helicopter registered in India technically suitable helicopter, permissible by DGCA and tested / capable of towing the time domain EM System as per details indicated in the "Description of Service."
2. The helicopters need to carry about 1000 kg flying load as under slung at 30m ags (above ground surface).
3. The helicopter should have an under-slung cargo hook arrangement suitable to tow the SkyTEM or other similar geophysical system under-slung weighing about 1000 kg. of flying load. The cargo hook shall be capable of releasing both electronically and manually.
4. The under slung load is a geophysical system consisting of transmitter loop (~25 m dia or more) and receiver, generator, magnetometer and other accessories.

D. SURVEY PILOTS

1. As this survey is highly skilled and specialized in nature and also involves low level flying, only the pilots having experience in flying SkyTEM/VTEM / VTEM Plus / Equivalent system should be provided by helicopter company with the concurrence of CSIR-NGRI. CSIR-NGRI reserves the right to choose the pilots experienced in this task from the list of pilots provided by the helicopter company.
2. All pilots must fulfill the DGCA requirement for under-slung operations as per Civil Aviation requirement. A Pilot-in-Command (PiC) carrying out under-slung flying operation must have at least 500 hours experience as PiC on type of Helicopter (Ecureuil AS350B3).
3. Sufficient number of experienced Pilot-in-Command (PiC) with 500 hours of experience in a low level under-slung Heliborne geophysical TDEM survey operation on-type, as per condition of DGCA for under-slung operations, shall be kept in pool in order to provide minimum 150 FH in a month. A minimum of two pilots shall be available at the helibase at any day of the survey period.
4. The helicopter company must be able to provide 2 sets (PiC + Co-Pilot forming 1 Set) of Pilots if required by CSIR-NGRI, to assure minimum 150 FH per month.
5. In case of necessity, the bidder must be able to arrange foreign pilots also.

E. OTHER REQUIREMENTS

1. Helicopter(s) shall have Certificate of Registration (COR) from the manufacturing company and the same shall be acceptable to DGCA.
2. The Helicopter Company should have prior understanding of airborne geophysical operations consisting of transient EM, Magnetometer, GPS based navigation, etc.
3. Helicopter(s) shall have certification of the manufacturing company and the same shall be acceptable to DGGA.
4. The helicopter Company should have prior understanding of airborne geophysical operations consisting of SkyTEM/VTEM/VTEM Plus, Magnetometer, GPS based navigation, etc.
5. The helicopter Company shall jointly select temporary operational helibase(s)/ refueling base(s), 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 Company.
6. Helicopter Company'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.
7. The helicopter Company shall be responsible for adequate security (minimum four security guards at any given time at each helibase) of the Helicopter, spares, maintenance equipment, fuel, etc. and CSIR-NGRI's survey equipment at the operational helibase(s)/refueling base(s).
8. Helicopter Company shall provide external battery and two-way communication equipment between pilot on-board and ground crew at each helibase before the commencement of the survey.
9. Helicopter Company shall provide necessary ground power to do pre-survey flight test and calibration daily at each helibase for CSIR-NGRI's equipment.

10. Helicopter Company shall make necessary arrangement to bring Officials from MOD/DGCA/IB to inspection site wherever helicopter (fitted CSIR-NGRI's on-board equipment) for each heliborne system is kept for MOD inspection.
11. Helicopter Company shall provide helicopter at each helibase in working order/ airworthy condition with well qualified Pilots and maintenance crew throughout the contract period. Helicopter to be used for survey will have valid NSOP throughout the contract period.
12. Helicopter Company shall assure exclusive availability of the helicopter for each heliborne survey system during the contract period and under no circumstances the helicopter(s) be pulled out of the contract.
13. Helicopter Company shall follow all safety rules and regulations prescribed by the DGCA and for any lapse, the firm shall be held responsible. The Company shall abide by any other new requirements introduced by the DGCA, India, from time to time.

F. POSSIBILITY OF EXTENSION OF SCOPE OF WORK

1. Upon successful completion of the 75 FH, the scope of work may be extended for another 25% additional depending on the prevailing conditions.

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.

Head, B.D.G.
CSIR-National Geophysical Research Institute,
Uppal Road, Hyderabad – 500 007, India.
Tel: +91 40 27012309 / 27012304
Fax: +91 40 27171564, e-mail: bdg@ngri.res.in

2. Name and address of the Contractor

- a. The duration & validity of the contract will be tentatively for three months in one filed season (September to April) subject to extension of further two months by mutual consent.
- b. CSIR-NGRI reserves the right to change the period, to instruct the contractor in respect of starting and closing of contract operation. CSIR-NGRI will not be responsible for any compensation whatsoever on this account.

3. MOBILISATION PERIOD:

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

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

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 CSIR-NGRI Party chief.

6. RATES, TERMS AND MODE OF PAYMENT

a. RATES

CSIR-NGRI will pay to the Contractor for logs accepted

b. MODE OF PAYMENT

Mobilization charges: When the Helicopter and crew is fully mobilized at field base station (or any other decided place by CSIR-NGRI) the mobilization will be treated as completed and contracted charges to be paid accordingly.

De-mobilization charges: After de-mobilization of Helicopter, equipment and its crew from the area of operation to the firms helibase after the completion of Survey during the field season, the contracted charges to be paid accordingly.

Rental Charges: The rental charges will start from the day mobilization is completed at Field base.

Flying Charges: The flying charges will be paid at actuals on **Ron-Roff** basis excluding the mobilization and de-mobilization period.

Payment of TA/DA: The period for payment of TA/DA will start from the date of completion of mobilization including Helicopter and crew.

Shifting between blocks: Whenever shifting of survey area takes place between blocks during the survey, only standing charges will be paid along with TA/DA and actual flying hours. Per day rental charges will not be paid.

MONTHLY RENTAL AND FLYING CHARGES

The above charges shall be paid on monthly basis.

Contractor shall prepare Tech log for every day in five copies. The Contractor at the end of each Month prepares the invoice for the work done during the Month and encloses the copies of all production invoices with a copy of the Tech log duly certified by CSIR-NGRI Party Chief.

CSIR-NGRI Party Chief, will certify the amount payable on each invoice form and send two copies of invoice duly certified for release of payment to the Contractor by Director, NGRI. Contractor will raise the bills in the name of Director, NGRI, Hyderabad-500007.

Payment of monthly invoice except the last invoice will be made within 30 days of receipt of invoices. Payment for accepted Tech logs and undisputed bills will be made by Director, NGRI, Hyderabad by way of RTGS.

The contractor shall certify on the body of every bill that his employees are paid minimum wages not less than those prescribed by law.

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 CSIR-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 will 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 CSIR-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.

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 GST, 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 CSIR-NGRI as and when required.

TDS as applicable will be deducted from the bills, as per rules in force.,

8. TIME AND EXTENSION OF TIME

- a) The time allowed for the execution of the work as specified in the tender documents or extended time in accordance with these conditions shall be the essence of the contract. If the firm commits default in execution of the work as afore said, government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the EMD and PBG absolutely.
- b) If the work is delayed by any other cause beyond the control of firm, the firm shall immediately give a notice there of in writing stating the reasons to Director, CSIR-NGRI, but nevertheless use constantly his best behaviour to prevent or to make good the delay.
- c) Request for rescheduling of the milestones and extension of time to be eligible for consideration, shall be made by firm in writing within 14 days of the happening of the event causing delay along with the period for extension of time to Director, CSIR-NGRI.

9. TERMINATION OF CONTRACT

Without prejudice to any of the rights or remedies under this contract if the firm ceases to exist, the Director, **on behalf of the President of India**, shall have the option of terminating the contract without compensation to the firm.

Termination on expiry of the contract

This agreement shall be deemed to have been automatically terminated on the utilization of contracted quantity of services, unless the CSIR-NGRI has exercised its option to extend this contract in accordance with the provisions of this contract.

Termination on account of force majeure

Either party shall have the right to terminate this contract on account of Force Majeure.

Termination on account of insolvency

In the event the firm or its collaborator 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 the CSIR-NGRI shall, by a notice in writing have the right to terminate this contract and all the firm's rights and privileges hereunder, shall be terminated forthwith.

Termination for unsatisfactory performance

If the CSIR-NGRI considers that the performance of the firm is unsatisfactory or, not upto the expected standard, the CSIR-NGRI shall notify the firm in writing and specify in details the cause of such dissatisfaction. The CSIR-NGRI shall have the options to terminate this contract by giving 30 days notice in writing to the firm, if the firm fails to comply with the requisitions contained in the said written notice issued by the CSIR-NGRI.

Termination for Delay in Mobilization:

Firm shall be required to mobilize the Helicopter along with crew for commencement of airborne surveys over the specified area within a maximum of 15 days from the date specified by CSIR-NGRI. If the firm (successful firm) fails to mobilize as above, the contract shall automatically stand terminated unless CSIR-NGRI has extended the mobilization period.

Termination for Convenience:

CSIR-NGRI by written notice to the firm, may terminate the contract, in whole or in part at any time. The notice of termination shall specify that termination is for CSIR – NGRI's convenience, the extent to which performance of the firm under the contract is terminated, and the date upon which such termination becomes effective.

Consequences of termination:

In all cases of termination herein set forth, the obligation of the CSIR-NGRI to pay shall be limited to the period upto 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.

Upon termination, CSIR-NGRI is liable to pay for any work completed in accordance with this contract by the firm.

10. 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.

11. LIABILITY AND INDEMNITY

The Contractor agrees to indemnify, defend and hold CSIR-NGRI harmless from and against any and all claims, suits or causes of action for injury to or worth of 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.

12. DISCHARGE OF PERFORMANCE BANK GUARANTEE

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

13. JURIDICTION AND APPLICABLE LAW

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

14. SEVERABILITY

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

15. FAIRNESS AND GOOD FAITH

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.

16. ARBITRATION

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

17. ASSIGNMENT

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

18. 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 each Helibase in working order and 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 SkyTEM/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 SkyTEM/VTEM surveys, a combination of skilled foreign pilot and an Indian pilot will be required. Foreign pilot shall have expertise in flying SkyTEM/VTEM system with AS350B3 or other equivalent 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 SkyTEM /VTEM 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 (minimum four security guards at any given time at each helibase) 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 each helibase before the commencement of survey.
16. **Helicopter fuel:** Provision of fuel and to obtain statutory permissions/approvals for storing fuel at each 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 each 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 for instrument calibration, shall be borne by the firm.
19. **General work standards:**
 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.
20. **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. The rental charges & TA/DA for these days including 2 days allowed for maintenance, 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 3rd Pilot, down time will be applicable for these days also.
21. **Non-working days attributable to Firm:** Work stoppage caused by the following reasons will be considered as per the Clause. 21 (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.

22. 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 day charges** 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 any helibase. The rental charges & TA/DA shall not be payable during the installation period or taken for maintenance of Helicopter. **Standing days shall be excluded from hiring period.**

23. 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.

25. 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 on total cost shall be recovered as per the provisions of Government of Indian at source by CSIR-NGRI and a TDS certificate will be issued by CSIR-NGRI.** However firm has to submit their PAN and GST Registration Number.

b. In case of foreign firms applicable rate of Withholding tax and GST will be recovered on the amount payable duly grossed up and relevant TDS certificate will be issued by CSIR-NGRI.

26. 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 there from shall be to the sole account of the firm. Such insurance shall be affected 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) Since, the Survey includes underslung operations along with the equipment, the equipment need to be insured by the equipment provider in consultation with the Helicopter providing agency. In any case CSIR-NGRI will not be held responsible and the it is entire responsibility of the both agencies involved for the above survey.

- d) 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.
 - e) 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.
 - f) 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.
27. **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.
28. **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 there from 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.
29. 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.
30. **Delivery of Helicopter / Liquidated damages for delay** The firm shall undertake to position the Helicopter at each 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 15 days from the required date mentioned in the contract.

If 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.

31. **Inspection of Helicopter:** The helicopter shall be available for inspection at site 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.

- 32. 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.
- 33. 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 150 minimum flying hours are guaranteed as specified above.
- 34. 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. a) 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.
- 35. 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.
- 36. 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.
- 37. Notification of land owners and disturbance to livestock:** The Director, CSIR-NGRI shall notify authorities concerned in the survey area and the local vicinity of the physical extent, commencement date & duration of survey.
- 38.** 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

Contract Form

Contract No. _____

Date: _____

THIS CONTRACT AGREEMENT is made the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by _____ [*insert complete name and address of Purchaser*] (hereinafter called "the Purchaser"), and

(2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award
- (g) [*Add here any other document(s)*]

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in

accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the CSIR-NGRI

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*
Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Bidder Information Form
(Refer para 5.1.2 (ix)(a) of the CSIR Manual)

- (a) *The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]*

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

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

Page 1 of _____ pages

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
07.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

BID SECURITY FORM

(Refer para 5.1.2 (ix)(c) & 6.1.1 (01) of the CSIR Manual)

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

(Refer para 5.1.2 (ix)(d) & 6.1.1 (02) of the CSIR Manual)

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 one year 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 an 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)

DEVIATION STATEMENT FORM
(Refer para 5.1.2 (ix)(f) of the CSIR Manual)

Sl.No.	Name of Specifications / Parts / Accessories of Tender Enquiry	Specifications of Quote Model / Part /Accessory	Compliance Whether Yes of No	Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature)	Technical justification for the deviation, if any. If specification is superior /inferior than asked for in the enquiry, it should be clearly brought out in the justification

Signature of Bidder

- ✓ If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
- ✓ The technical and commercial deviations should be indicated separately.
- ✓ If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

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".

PERFORMANCE SECURITY FORM

(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

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

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

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

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

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

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

This guarantee shall be valid until the day of, 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.

Format of Integrity Pact
(Refer para 5.1.2 (ix) (k) of the CSIR Manual)

INTEGRITY PACT

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by _____ hereinafter referred to as "The Principal".

And herein referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for 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.

Section 1 – Commitments of the Principal

- (1) 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.
- (2) 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)

- (1) 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)/Contractor(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.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) 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

- (1) 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

- (1) 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.
- (2) 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

- (1) 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.

- (2) 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

- (1) 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.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) 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

- (1) 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

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) As soon as the Monitor notice, 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.
- (6) 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.

- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) 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.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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.

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

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) 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)

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

Place.....

Place.....

Date.....

Date.....

Witness 1:(Name & Address): _____

Witness 2:(Name & Address): _____

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Check List to be attached with technical bid

Tender Notice No. NGRI/BDG-RDS/MLP-6403/2022

Date 07.10.2022

S. No	DESCRIPTION	Tick whichever applicable	
		YES	NO
1	AS350B3 or other technically equivalent Helicopters offered with details of CoR & CoFA of Indian DGCA and tested/capable for flying of SkyTEM/VTEM or other similar heliborne geophysical system		
2	Valid NSOP of the firm as on the date of bid submission		
3	Helicopters Lease agreement copy (if not owned by the Firm)		
4	List of underslung heliborne geophysical survey carrying about 650 kg as under slung load of ~25 m dia transmitter loop at 30m ags works executed by firm. Certicates/testimonials from clients showing low altitude underslung geophysical surveys completed (in hours)		
5	Company background & helicopter specifications as per format given in Annexure		
6	Firm's own Helicopter maintenance approval on-type and crew details		
7	List of skilled Pilots, to be deployed, their experience on low altitude heliborne underslung geophysical surveys with TDEM loop of size more than 20 m diameter on total, on type and as Pilot in Command (PIC) and copy of the Agreement with pilots (if outsourced)		
8	Solvency Certificate from Bank		
9	No loss statement from Bank		
10	Any other document as required under Bid document		

Place :

Date :

Signature of the Firm's
Authorised Representative

Technical Compliance Statement

Hiring of two AS350B3 or any other technically similar helicopter to carry out low altitude (30m agl) Heliborne Geophysical (TEM and Magnetics) Surveys with capacity of towing ~ 1000 kg load (as under slung loop of transmitter and receiver coil) at 30m agl with skilled pilots for high resolution tem/mag surveys in India.

	CSIR-NGRI's requirement	Compliance by firm (complied/ not complied)	Remarks (deviation/ justification, etc)
1	Helicopter type: Ecureuil AS350B3 / any other technically similar tested/capable for flying of SkyTEM/VTEM or other similar heliborne geophysical system		
2	Load carrying capacity Each helicopter need to carry about 650 kg as under slung load at 30m ags. While flying the dynamic load under air drag may increase effectively up to 1000 kg at speed from 60-150 km/h. Therefore, helicopter should have load carrying capacity up to 1000 kg		
3	Capability of low flying Low altitude (helicopter at about 60 m above the ground surface with loop about 30 m above ground)		
4	Pilots		
	Skilled pilots for low altitude heliborne geophysical surveys with satisfying the condition as mention under Carrying Capacity.		
	The bidder shall have minimum 4 pilots "Type Qualified" (AS350B3).		
	The company must be able to provide 2 sets (PiC + Co-Pilot forming 1 Set) of pilots for each helicopter if required by CSIR-NGRI to finish the committed task		
	All Pilots should fulfill the DGCA requirements for under-slung operations as per Civil Aviation Requirement, Section I, Series B, Part XIII para 4.2 (a pilot carrying our under-slung operation as PiC must have 500 hrs. as Pilot in Command (PiC) on type helicopter or any special approval given by DGCA with SKYTEM / VTEM/ (or) equivalent geophysical loop size & weight, equipment.		
	The Pilots should be on the payroll for last six months (or) the bidder should have arrangements for securing the services of 2 sets of pilots as and when required for execution of the project.		
	As this survey is highly skilled and specialized in nature and also involves low level flying, only the		

	pilots having experience in flying SkyTEM / VTEM / VTEM Plus / Equivalent system should be provided by helicopter company with the concurrence of CSIR-NGRI. CSIR-NGRI reserves the right to choose the pilots experienced in this task from the list of pilots provided by the helicopter company.		
	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 SkyTEM/VTEM/ equivalent system surveys, a combination of skilled foreign pilot and an Indian pilot will be required. Foreign pilot shall have expertise in flying SkyTEM/VTEM/equivalent system with AS350B3 helicopter as PIC.		
	In case of necessity the bidder must be able to arrange foreign pilots also		
	The pilot should have valid DGCA approval to fly in India.		
	In case of expat pilot, the pilot should be Type Qualified with under-slung loop experience as per DGCA regulation as stated above.		
5	Experience of Bidder The bidder as a Company (or) registered partnership firm (or) concern should have experience of 60 hours of low altitude under-slung heliborne Geophysical Surveys for CSIR / Government / PSU		
6	Other Requirements		
	Helicopter shall have certification of the manufacturing company and the same shall be acceptable to DGCA, (GOI).		
	The Helicopter Company should have prior understanding of airborne geophysical operations consisting of transient EM, Magnetometer and GPS based navigation.		
	Helicopter offered shall be airworthy, duly approved by DGCA at the time of bidding.		
7	Accident History: 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. The bidder must have 'Accident Free Record in under-slung operations' in the last five years.		
	Necessary documents /certificates to support compliance as per the tender		

COMPANY BACKGROUND AND HELICOPTER SPECIFICATIONS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID

Tender Notice No. NGRI/BDG-RDS/MLP-6403/2022

dt. 07.10.2022

The firm is advised to give necessary information required in the respective columns along with the support documents. If the firms fail to fill-up all columns of this form their bid shall not be evaluated.

1. Details of AS350B3 / any other technically similar helicopters tested / capable for flying of SkyTEM/VTEM or other similar heliborne geophysical system offered by firm :
 - a) Call Sign/Regn No. of the helicopters :
 - b) Year of Manufacture :
 - c) Lease agreement copy (if taken on lease) :
2. Details of valid CoR & CoFA of AS350B3 helicopters owned :
3. Details of valid NSOP from DGCA (Please attach copy) :
4. Copy of valid hull & crew insurance of each helicopter :
5. Location of the Helicopter :
6. Details of Helicopter maintenance approval on type :
7. Total Company staff strength on-type AS350B3 / any other technically similar helicopter tested for flying of SkyTEM/VTEM or other similar heliborne geophysical system :
 - i) Pilots
 - ii) Licensed Maintenance Engineers
8. Past experience of 'Pilots in Command' with underslung TDEM operations (attach details) :
9. Firm's experience in carrying out low altitude underslung geophysical surveys along line (hours) with supporting documents :
10. Copy of the insurance policy for helicopter passengers and third party as per tender requirement :

Signature of the firm's authorized
representative _____
Name _____

Designation _____
Date _____

Certificate with regard to the bidder not having a land border with India

Tender No.____ Date:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s. ____ is not from such a country.

For and on behalf of(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director)

Tender No. _____

Date: _____

I hereby certify that, M/s. _____ fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority should be attached.]

For and on behalf of

(Name of firm/entity)

Authorized signatory (To be duly authorized by the
Designation: