



CSIR–NATIONAL GEOPHYSICAL RESEARCH INSTITUTE
UPPAL ROAD, HYDERABAD - 500 007
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TENDER DOCUMENT

Tender No. NGRI/BDG/R&DS/SSP-889
Dated 01/10/2026

Hiring of support services
to carryout Topographical Survey, Seismic Job Services,
Supply of Explosives, Drilling, Loading, and Blasting of shot holes

CSIR-NATIONAL GEOPHYSICAL RESEARCH INSTITUTE	
(Council of Scientific and Industrial Research)	
UPPAL ROAD, HYDERABAD - 500 007, TELANGANA, INDIA	
Telephone No: 040 - 27012868 / 27012861	Email: bdg.ngri@csir.res.in

No. NGRI/BDG-R&DS/SSP-889

Dated 01/10/2026

Notice Inviting bid through e-procurement

Sub: Hiring of support services to carry out Topographical Survey, Seismic Job Services, Supply of Explosives, Drilling, Loading and Blasting of shot holes.

CSIR-National Geophysical Research Institute (NGRI), Hyderabad, India is one of the premier laboratories under the Council of Scientific and Industrial Research, an autonomous body under the 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–National Geophysical Research Institute, Uppal Road, Hyderabad – 500 007, TELANGANA, INDIA, hereinafter called as the ‘Purchaser’ invites e-bids in two parts (Part-I Techno-Commercial unpriced & Part-II Priced bid), for providing the following services only through the e-procurement portal (<https://etenders.gov.in>). Kindly submit your offer/proposal/bid online at <https://etenders.gov.in> on or before **22/10/2026** up to **14:30 hrs.**

Sl. No	Description of Service	Qty	Single / Two bids	Bid Security (EMD) / Bid Security Declaration Form
1	Hiring of support services to carry out Topographical Survey, Seismic Job Services, Supply of Explosives, Drilling, Loading and Blasting of shot holes.	As per details furnished under Scope of work Chapter 4	Two Bid	Rs. 60 Lakhs Or Bid Security Declaration Form-3

1. 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 the 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 the Tender Details Screen corresponding to this Tender on the E-Tender portal <https://etenders.gov.in>.

The **Part-I** Techno-commercial unpriced bid should accompany a certified copy of the **EMD/Bid Security Declaration Form** as indicated above. The bids must be submitted through e-procurement (<https://etenders.gov.in>) **on or before 22/10/2026 up to 2:30 P.M., and the same shall be opened on 23/10/2026 at 2.30 P.M.**

2. All bids must be accompanied by **BS/EMD** (Bid Security / Earnest Money Deposit) as specified above in the table or **BSD** (Bid Securing Declaration) as per **Form-4**. The BS/EMD must be submitted either through online (e-Payment) or through Post/Courier in case of submission of BS/EMD in the form of A/c Payee DD/ Banker's Cheque/ Bank Guarantee/ FDR on or before the due date & time as indicated above. Bids will be opened online only on the specified date and time. Scanned copies of documents in support of BS/EMD or BSD should be uploaded along with the Bid Document in the CPP Portal. The UTR Reference w.r.t online payment towards BS/EMD or BSD should be submitted along with the Bid Document. In the event of the date specified for the opening of bids being declared as a closed holiday for the Purchaser's Office, the opening of bids will be done on the next working day at the scheduled time. **The Bids received without BS/EMD, or BSD will summarily be rejected.**

The following are the e-payment details: RTGS payment in the name of the Director, NGRI, Hyderabad as per the following details:

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

Note: A/c Payee DD/ Banker's Cheque/ Bank Guarantee/ FDR etc. in original towards BS/EMD should reach CSIR-NGRI (Office of Head, BDG) on or before the due date and time for submission of bids as indicated above. The above-referred original documents should be submitted in a sealed cover with the concerned CSIR-NGRI Tender Reference (CPPP Tender Reference) & CPPP Tender ID and with the due date and opening date. These shall be written / superscripted neatly on the tender cover.

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

बोली जमा करने की अंतिम तारीख / **Last Date for submission: 22/10/2026 up to 2:30 p.m.**
बोली खोले जाने की तारीख / **Date of Opening : 23/10/2026 – 2:30 p.m.**

3. The invitation to bid is open to all suppliers / contractors who are declared as Class I local suppliers or Class II local suppliers as per the DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 19th July 2024 of Ministry of Commerce and Industry, Government of India, and any amendments thereon and should also Comply with Make in India Order No.P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.

TERMS AND CONDITIONS

1. The Director, CSIR-NGRI, invites bids in two parts (Part – I Techno-Commercial unpriced & Part – II Priced bid), from the Service Providers, for the procurement of the Services as detailed above.
2. Bidder may obtain further information/clarification, if any, from the office of Head, BDG Group, CSIR-National Geophysical Research Institute (NGRI), Uppal Road, Hyderabad – 500 007, India, Tel: 040 - 2701 2868 / 2701 2861, e-mail: bdg.ngri@csir.res.in
3. The Proposal / Bid / Offer must be in the form furnished by the Purchaser and should be free from corrections/erasures.
4. It may kindly be noted that your Proposal / Bid / Offer should be in two parts, on the event of the award of the Contract in your favor, you need to submit an irrevocable Performance **Bank Guarantee @ 5% of the total contract value**, in the format prescribed by NGRI, valid for a period beyond 6 months from the date of successful execution of the entire contract.
5. The mode of submission of tender will be online through <https://etenders.gov.in> only.
6. The acceptance of the Proposal / Bid / Offer will rest with the competent authority of **CSIR-NGRI, Hyderabad, Telangana, India**, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
7. The price quoted should be net and valid for a minimum period of **90 days** from the date of opening of the quotation.
8. **The bidder must submit the applicable Price Schedule Form as annexed to the BOQ in <https://etenders.gov.in> of the Tender Document.**
9. Complete details should be given while quoting. Literature/brochures/pamphlets/technical data sheets/drawings must be enclosed with the quotation wherever applicable.
10. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, a relationship between two sets of units should be furnished. Quantity discounts, if any, should also be indicated. The items should be quoted indicating the serial No. of our RFP.
11. This Lab /Instt. is registered with Dept. of Scientific & Industrial Research, Govt. of India, and GST & IGST are leviable vide Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017. GST will be paid at the applicable rate.
12. The delivery period required for providing the services should be invariably specified in the Proposal / Bid / Offer. The offered delivery period shall have to be strictly adhered to in case an order is placed.
13. Liquidated Damages Clause for Delays: As per the clause of GCC in the tender document.
14. Statutory deductions like IT / GST-TDS would be recovered as per applicable rules/regulations/provisions of Indian laws.
15. **Kindly furnish your PAN & GST Registration Number etc. in your quotation for our records.**
16. Our normal payment terms are as mentioned in G.C.C and S.C.C. All disputes shall be settled in the courts of Competent jurisdiction located at **Hyderabad, Telangana, India** only.
17. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.
18. All the above instructions and our standard terms and conditions must be complied with, failing which your offer may be liable for rejection.

19. Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with the MAKE IN INDIA(MII) Order shall be applicable subject to full compliance with other terms and conditions of the RFQ, as per Government of India procurement policies as follows:

The purchaser intends to give purchase preference to:

The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long-term support to Micro and Small enterprises and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.

A bidder in the category of Micro and Small Enterprises (to be supported by valid documents – to be uploaded along with technical bid), qualifying for price-bid and quoting a price within the price band of L1+15 percent, shall also be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise shall be allowed to supply up to 25 percent of the total tendered value (ratio of non-MSME and MSME will be 80:20).

In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately. If the lowest is MSME, then the entire order will be finalized on L1.

Purchase Preference Policy in respect of Make in India

- (a) Subject to the provisions of Order No. P-45021/2/2017-PP (BE-II) and revised Order No. P-45021/2/2017-PP (BE-II)-Part(4) Vol.II dated 19 July, 2024 as amended from time to time of Ministry of Commerce and Industry, Government of India and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) of Order no.P-45021/2/2017-PP (BE-II)) and revised Order No. P-45021/2/2017-PP (BE-II) -Part(4) Vol.II dated 19 July 2024 of Ministry of Commerce and Industry, Government of India above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.
 - i. Among all qualified bids, the lowest bid will be termed as L1 If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) Order No.P- 45021/2/2017-PP (BE-II) and revised Order No. P-45021/2/2017-PP (BE-II)-Part(4) Vol.II dated 19 July 2024 of Ministry of Commerce and Industry, Government of India and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.
 - i. Among all qualified bids. the lowest bid will be termed as L1 . If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference. and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the Class-I local

supplier' with the next higher bid 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 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.
- (e) **Minimum Local content:** The local content requirement to categorize a supplier as "Class-I local supplier" is minimum 50%. For "Class-II local supplier", the local content requirement is minimum 20%. Nodal Ministry / Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as Class-I local supplier / Class-II local supplier'. For the terms for which Nodal Ministry / Department has no prescribed higher minimum local content notification under the order, it shall be 50% and 20% for Class-I local supplier / Class-II local supplier' respectively. The margin of purchase preference shall be 20%
- (f) **Local content can be increased** through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- (g) **Verification of local content**
 - 1) The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be 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.
 - 2) In cases of procurement for a value in excess of ₹ 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - 3) Decision on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into the procurement related complaints relating to the procuring entity.
 - 4) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditors/ accountant's certificates on random basis and in the case complaints.
 - 5) Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - 6) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.
 - 7) A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under the said order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph below:
The Department of Expenditure shall issue suitable instructions for the effective and smooth operation on this process so that:
The fact and duration of debarment for violation of this order by any procuring entity are promptly brought to the notice of the Member-Convener of the Standing Committee and the Department of Expenditure through the concerned Ministry / Department or in some other matter.
On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s)
In respect of procuring entities other than the one which has carried out the debarment the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.

Head, BDG

CHAPTER – 1
INSTRUCTIONS TO BIDDERS

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I INSTRUCTIONS TO BIDDERS

1. Eligible Bidders

- 1.1 Bids in the prescribed form (Two bids) are invited for the services specified from competent firms with proven capability and relevant experience as detailed in the tender schedule.

This invitation for Bids is open to all Class I and Class II local service providers subject to meeting the tender requirements. The Bidder shall comply fully with the instructions contained in this Bid document. The bidder is expected to examine all instructions, sections, terms, and conditions, specifications, etc. in the bid documents. Failure to furnish all information and data as required by the bid documents or submission of a bid not substantially responsive to the bid documents in every respect will be at the bidder's risk and may result in the rejection of their bid. **'Non-local suppliers' are not eligible to participate against this Open Tender Enquiry(OTE).**

- 1.2 MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:

- a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall hold at least 51% (fifty-one percent) shares in the unit.
- c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.
- d) MSEs owned by women shall also be determined as per the above analogy/criteria. Documents in support of the claim must be submitted along with the bid.

- 1.3 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods or services to be purchased under this Invitation of Bids.

- 1.4 **Bids from Joint Ventures, Consortiums, or Associations, so long as they are formed and registered prior to the bid submission date.**

- a. Bidders shall clearly indicate their legal constitution and the 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.
- b. 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.
- c. 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 the name and address of such person/firm and shall be accompanied by valid proof of authority drawn in favor of the Joint Venture (or) Consortium to bind such person/firm.
- d. The Bid shall be signed so as to be legally binding on all partners.
- e. 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.
- f. 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
- g. The execution of the entire contract, including payment, shall be done exclusively with the Lead Member.
- h. The qualifications of each of the partners of a Joint Venture (or) Consortium shall be added together to determine compliance with the minimum qualifying/eligibility criteria.

- i. 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.
 - j. 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.
 - k. 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.
 - l. Relationship with CSIR-NGRI, if any - The bidder shall declare in writing that neither he nor any of his associates are 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.
- 1.5 The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country-wide procurement shall be ineligible for participation in the bidding process.
- 1.6 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (Registration Committee as constituted by the Department of Promotion of Industry and Internal Trade) and submits a valid registration Certificate. (please refer to Order No. 6/18/2019-PPD dated 23 July 2020 and any amendments thereon.)
- 1.7 "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 judicial person not falling in any of the descriptions of bidder stated hereinbefore, including any agency, branch or Officer controlled by such person, participating in a procurement process.
- 1.8 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 fails under any of the above
- 1.9 The beneficial owner for the purpose of the 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 judicial persons, has a controlling ownership interest or who exercises control through other means.
Explanation -
 - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the 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 judicial persons, has ownership of entitlement to more than fifteen percent of the 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 judicial persons, 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.

- 1.10 An agent is a person employed to do any act for another, or to represent another in dealings with a third person.

2 Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3 Code of Integrity

- 3.1 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would also be liable for other punitive actions such as cancellation of contracts, banning and blacklisting, or action in Competition Commission of India, and so on.

- 3.2 **Code of Integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors, and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i. **“corrupt practice”:** making offers, solicitation, or acceptance of bribes, rewards or gifts, or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii. **“Fraudulent practice”:** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declarations or providing false information for participation in a tender process or to secure a contract or in the execution of the contract;
- iii. **“anti-competitive practice”:** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
- iv. **“coercive practice”:** harming or threatening to harm persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v. **“conflict of interest”:** participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of the purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi. **“Obstructive practice”:** materially impede the purchaser’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of the audit or access to information;

3.3 Obligations for Proactive Disclosures

- i) The Purchaser as well as bidders, suppliers, contractors, and consultants are obliged under the Code of Integrity for Public Procurement to Suo moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to a violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to a violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of the Code of Integrity elsewhere may be evaluated, and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

3.4 Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser concludes that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement:
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) Provisions in addition to the above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under the signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

II Bidding Documents

Cost of Tender Document

The bidding documents are available to bidders as indicated in the Invitation for Bids at free of cost.

4. Content of Tender Document

4.1 The Services required, bidding procedures, and contract terms are prescribed in the bidding documents, which should be read in conjunction. The bidding documents, apart from the invitation for bids, have been divided into 8 Chapters as under:

Chapter 1:	Instructions to Bidder (ITB)
Chapter 2:	General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
Chapter 3:	Terms of Reference / Specifications and Allied technical Details
Chapter 4:	Scope of Work
Chapter 5:	Price Schedule Form
Chapter 6:	Qualification Requirements
Chapter 7:	Contract Form
Chapter 8:	Other Standard Forms comprising:

Sl. No.	Name
1	Bidder Information Form
2	Bid Security Form
3	Bid Securing Declaration Form
4	Performance Statement Form
5	Deviation Statement Form
6	Bid Form
7	Performance Security Form
8	Format of Integrity Pact
9	Format of declaration for code of integrity and conflict of interest.
10	Format of certificate by bidder for participation

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

5 Clarification of tender document

- i. A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing in advance before the due date of opening. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under the Clause relating to the amendment of Bidding Documents and the Clause relating to Deadline for Submission of Bids.

6 Amendment of Tender Document

- i. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would also be hosted on the **website of the Purchaser** and on **etenders.gov.in** and all prospective bidders are expected to surf the website before submitting their bid to take cognizance of the amendments.
- ii. In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the **website of the Purchaser** and on **etenders.gov.in**.

III Preparation of Bids

7 Language of Bid

- i. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in **English** language only.
- ii. The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

8 Purchase Preference Policies: As indicated on pages 5 - 6

9 Documents Comprising the Bid

The bid prepared by the Bidder shall include documents as under:

10 Technical bid

- a) Bidder Information Form
- b) Performance Statement Form;
- c) Deviation Statement Form
- d) Bid Security as specified in the invitation to bids.
- e) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
- f) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- g) Self-certification that the item offered meets the minimum local content as per class of supplier and shall give details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the Make in India policy, if applicable. The certification will be done by the authorized signatory as envisaged by the Order No. P-45021/2/2017-PP (BE-II) revised Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19 July 2024.
- h) Details of Services showing all the specifications with quantities of all items.
- i) MSME CERTIFICATE IF APPLICABLE.
- j) Valid Registration Certificate for Bidders as per order no. P-45021/112/2020-PP(BE-II) (E- 43780) dated 24.08.2020.
- k) Descriptive literature of the bidder's constitution, experience, and past performance on similar jobs and capabilities of the personnel.
- l) Bidder should submit their insolvency certificate duly obtained from their Bankers.
- m) Any other information/details as required under the Bid Document.
- n) Deviation Statement form duly signed.
- o) Bidder's Exception, if any, to CSIR-NGRI's terms and conditions of the contract.
- p) Technical and other details except for Price as per Bid Document duly filled in.
- q) Copies of PAN CARD and GST Registration of the firm.
- r) Any other information/details as required under Bid Document
- s) 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.
- t) Integrity Pact
- u) In cases of procurement for a value in excess of Rs. 10 Crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company, in case of companies (or from a practicing cost accountant or practicing chartered accountant) in respect of suppliers other than companies (giving the percentage of total content to avail the benefits under the make in India policy, if applicable.
- v) Documentary evidence about the status of the bidder i.e., whether MSE or not, owned by SC/ST or not, and whether the MSE is owned by a woman entrepreneur or not.

11 **Price bid as per the BOQ attached**

i) **Bid form and price schedule – As per the BOQ attached.**

The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with the bidding documents.

ii) **Bid Prices**

- a) The Bidder shall indicate on the appropriate price schedule form the unit prices and total bid prices of the services it proposes to supply under the contract in pdf format also, **as per the BOQ attached.**
- b) Prices indicated on the price-schedule form shall be entered separately in the following manner:
GST and other taxes, explicitly mentioning applicable rate, if any, which will be payable on the Services if the contract is awarded.
- c) **Where there is no mention of taxes etc., such offer shall be rejected as incomplete.**
- d) The price quoted shall remain fixed during the contract period and shall not vary on any account
- e) The Purchaser is registered with the Dept. of Scientific & Industrial Research, Govt. of India, and concessional customs duty leviable as per Notification No.51/96-Customs dated 23.07.1996.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like IT-TDS, GST-TDS, etc.) wherever applicable as per statutory norms.

Please state specifically in your offer whether the duties and taxes are extra over the prices quoted, failing which no claim would be entertained for statutory variations at a later date.

12 **Bid Currencies**

Prices shall be quoted in **Indian Rupees** only.

13 **Documents Establishing Bidder's Eligibility and Qualifications**

- a. The bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.
- b. The **documentary evidence** of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that;

- a) The bidder meets the qualification criteria listed in bidding documents if any.
- b) Make in India (MII) local content declaration, if applicable
- c) MSE certificate, if applicable.
- d) Registration certificate as per Order No. P-45021/112/2020-PP (BE-II) (E-43780) dated 24.08.2020, if applicable.
- e) Conditional tenders shall not be accepted.**

14 Documents Establishing Services' Eligibility and Conformity to Bidding Documents

- a. To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) A detailed description of the essential technical and performance characteristics of the services;
 - (b) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- b. For purposes of the commentary to be furnished pursuant to the above, the Bidder shall note that standards for workmanship, material, and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15 Bid Security: Bid Securing Declaration to be submitted for this tender

- i. The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. In the case of foreign bidders, the BS shall be submitted either by the principal or by the Indian agent, and in the case of indigenous bidders, the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.
- ii. The bid security is required to protect the Purchaser against the risk of the Bidder's conduct, which would warrant the security's forfeiture. Bid security, in the forms as mentioned in 15 iii. a), b), c), should physically reach the office of the Head, Business Development, CSIR-NGRI, Hyderabad, Telangana, India on or before the due date and time of submission of bid. If bid security is not physically available, the bid will be rejected ab-initio.
- iii. The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:
 - a) A bank guarantee issued/confirmed by a Scheduled Commercial Bank in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Scheduled Commercial Bank in India. **The physical original instrument must reach as mentioned in clause 15 ii. or**
 - b) Fixed Deposit receipt pledged in favour of the Lab./Institute. **The physical original instrument must reach as mentioned in clause 15 ii. Or**

c) A Banker's cheque or demand draft in favour of the purchaser issued by any Scheduled commercial bank in India. **The physical original instrument must reach as mentioned in clause 15 ii. or**

d) Bid Securing Declaration (online upload in etenders.gov.in is sufficient)

- iv. The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 15 xi. are invoked.
- v. The bid security should be submitted in its original form. Copies shall not be accepted.
- vi. The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible, positively within a period of 30 days after the expiration of the period of bid validity or placement of order, whichever is later, without any interest.
- vii. The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest.
- viii. Bidders that are currently registered with the purchaser, or registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. In case the tenderer falls into these categories, the bidder should furnish a certified copy of its valid registration details. **A copy of a valid document in support of the claim must be uploaded along with technical bids on etenders.gov.in. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item.** Except for MSEs, this exemption is valid for the trade group and monetary value of registration only. The MSEs are provided tender documents free of cost and are exempted from the payment of Bid Security, provided the goods are produced and the services rendered by them and not for any trading activities undertaken by them. Further, firms who are having Udyog Aadhar Memorandum are entitled to all benefits available for MSEs under the Public Procurement Policies for MSEs and can get registered with any of the following agencies:
 - (i) District Industries Centre
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom and
 - (vii) Any other body specified by the Ministry of MSME
- ix. Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these aggregators also.
- x. The bid security may be forfeited:
 - 1. If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - 2. In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/order.
- xi. Whenever the bidder chooses to submit the Bid Security in the form of a 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.

16 Period of Validity of Bids

- i. Bids shall remain valid for a minimum of **90 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- ii. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax, or e-mail). The bid security provided shall also be suitably extended, failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- iii. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

IV Submission of Bids

17 Online submission of bids

- i. The bids may be submitted **online** only in two parts as specified in the Invitation for Bids.
- ii. In case the bids are invited on the two-bid system, the Bidder shall submit the bids online in two separate parts. One part shall contain a Technical bid comprising all documents listed under the clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising the bid form and price schedules.
- iii. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid, detailing his/her name and contact details.
- iv. Any interlineations, erasures, or overwriting shall be valid only if they are initiated by the person or persons signing the bid.

18 Format and Signing of Bid – Not applicable - since e-tender

1. Submission, Sealing, and Marking of Bids – Not applicable - since e-tender

- i. The bidders may submit their **bid online** through <https://etenders.gov.in> (**Bids received by courier/post/E-mail would not be considered for evaluation.**)
- ii. In the case of bids invited on the two-part basis, the Bidder shall submit online the un-priced commercial and technical bid comprising the documents as listed in ITB 9 and the priced bid **online**.
- iii. The bids should be submitted online only.
- iv. Firms submitting bids in a single envelope against the requirement of a two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid, if prepared separately from the technical bid, would be sealed immediately by the Tender Opening Committee without disclosing the price.

19 Deadline for Submission of Bids

- i. Bids must be received by the Purchaser **online** not later than the time and date specified in the invitation for bids / etenders.gov.in.
- ii. The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with the Clause relating to Amendment of Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20 Withdrawal, substitution and Modification of Bids.

- Withdrawal, Substitution and modification of bids will be as per provisions/facilities available to the bidder in etenders.gov.in.

V Opening and Evaluation of Bids

21 Opening of Bids by the Purchaser

- The Purchaser will open all bids **online** on **etenders.gov.in** only.

22 Confidentiality

- i) Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- ii) Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

23 Clarification of Bids

- To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in prices or substance of the bid shall be sought, offered, or permitted. However, no negotiation shall be held except with the lowest bidder at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

24 Preliminary Examination

- i) The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 9 have been provided and to determine the completeness of each document submitted.
- ii) The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
 1. Bid Form and Price Schedule, in accordance with ITB Clause 9;
 2. All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders that do not meet the basic requirements are to be treated as unresponsive and ignored. The following are some of the important points for which a tender may be declared as unresponsive and to be ignored during the initial scrutiny:

- i. The Bid is unsigned.
- ii. The Bidder is not eligible.
- iii. The Bid validity is shorter than the required period.
- iv. The Bidder has not agreed to give the required performance security or
- v. The bidder has not furnished the bid security or furnished EMD exemption documents or bid securing declaration.
- vi. Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- vii. The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
- viii. The bidder fails to upload duly signed 'Integrity Pact'(form-8)and 'Code of Integrity & conflict of interest'(form-9) in the prescribed format along with technical bid.

25 Bidder's right to question rejection.

1. A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:
 - i) Only a bidder who has participated in the concerned procurement process i.e. pre- qualification, bidder registration, or bidding, as the case may be, can make such representation;
 - ii) In case the pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in the pre-qualification bid;
 - iii) In case the technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
 - iv) The following decisions of the purchaser in accordance with the provisions of internal guidelines shall not be subject to review:
 - i. Determination of the need for procurement;
 - ii. Selection of the mode of procurement or bidding system;
 - iii. Choice of selection procedure;
 - iv. Provisions limiting the participation of bidders in the procurement process;
 - v. The decision to enter into negotiations with the L1bidder;
 - vi. Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - vii. Issues related to ambiguity in contract terms may not be taken up after a contract has been signed; all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
 - viii. Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.
2. In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in the invitation to bids within **05 working days** from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

26 Responsiveness of Bids

1. Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one which conforms to all terms and conditions of the bidding documents without deviations, reservations or omissions. A deviation, reservation or omission is one that:
 - (a) Affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or
 - (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights, or the Bidder's obligations under the Contract; or
 - (c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
2. The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
3. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
4. If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

27 Non-Conformity, Error and Omission

- i. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- ii. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- iii. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- iv. Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case no reply is received, then the bid submitted shall be ignored, and its Bid Security may be forfeited.

28 Examination of Terms & Conditions, Technical Evaluation

- a) The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.
- b) The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 14 to confirm that all requirements specified in the Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- c) If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 26 it shall reject the Bid.

29 Evaluation and comparison of bids

- i. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- ii. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies, and criteria defined below. No other criteria or methodology shall be permitted.
- iii. The bids shall be evaluated based on the final landing cost of total work package as a single unit as per the BOQ
- iv. Purchase preference shall be given to all Class I and Class II local suppliers in all procurements undertaken by the purchaser in the following manner:
 - a. Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only as per para 21 of the invitation to bid
 - b. In the procurement of goods or works, which are covered by para 3(b) of Order No. P-45021/2/2017- PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per the following procedure.
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is a 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii) If the L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% of the quantity, subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity, and so on, and the contract shall be awarded accordingly. In case some quantity is still left uncovered by Class-I local suppliers, then such balance quantity may also be ordered from the L1 bidder.
 - c. In the procurement of goods or works, which are covered by para 3(b) of Order no. P- 45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are not divisible in nature, and in the procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over Class-II local supplier as well as 'Non-local supplier', as per the following procedure.
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is a 'Class-I local supplier', the contract will be awarded to L1.

- II) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local suppliers' will be invited to match the L1 price, subject to the 'Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- III) In case the lowest eligible 'Class-I local supplier fails to match the L1 price, the Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and the contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.
- e. Margin of Purchase Preference will be as per Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India
- v. Further, in tender, where the items are divisible, the participating Micro and Small Enterprises (MSE) quoting price within the price band of L1+15 (fifteen) percent shall also be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE and such MSE shall be allowed to supply up to 25 (twenty) percent of total tendered value. The 25 (twenty) percent quantity is to be distributed proportionately among these bidders, in case there is more than one MSME within such price band.
- vi. Within this 25% (Twenty Percent) quantity, a purchase preference of four percent (that is, 20 (twenty) percent out of 25 (twenty) percent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in the event of failure of such SC/ST MSE to participate in the tender process or meet tender requirements and L1 price, a four percent sub-target shall be met from other MSE.
- vii. In case the items are not divisible, then the MSE quoting price within price band L1 + 15% may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs.
- viii. The bids shall be evaluated on the basis of the final landing cost as per the BOQ.
- ix. The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid, in accordance with ITB Clause 29.
- x. In case a bidder is eligible to seek benefit under Purchase PP- MAKE IN INDIA policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either MAKE IN INDIA OR MSE policy in BID FORM. The option once exercised cannot be modified subsequently.
- xi. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.
- xii. For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., MAKE IN INDIA 2020 or PPP-2012 will be considered), the precedence shall be in the following order:
- 1 Public Procurement Policy for MSE 2012
 - 2 Purchase Preference MAKE IN INDIA 2020

30 Contacting the Purchaser

- I. Subject to ITB no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- II. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

31 Post qualification

- a) The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.
- b) The determination will consider the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- c) An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in the rejection of the Bidder's bid.

VI AWARD OF CONTRACT

32 Negotiations

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with a limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers are tantamount to negotiations and shall be treated at par with negotiations in the case of one-time purchases.

33 Award Criteria

Subject to ITB Clause 39, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award will be hosted on the website of the Purchaser.

34 Purchaser's right to vary Quantities at Time of Award

The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements to the extent of 25% without any change in unit price or other terms and conditions.

35 Option Clause

The Purchaser reserves the right to increase or decrease the quantity of the required services/goods up to 25% (Twenty-Five) percent at any time, till the final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

36 Purchaser's right to accept Any Bid and to reject any or All Bids

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

37 Notification of Award

- i. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder through the **award of contract on *etenders.gov.in*** that the bid has been accepted.
- ii. Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- iii. Upon the successful Bidder's furnishing of the signed Contract Form and performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

38 Signing of Contract

- a) Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order.
- b) Within fourteen (14) days of the date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

39 Order Acceptance

- a) The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of the contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 16 of ITB.
- b) The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after the extension of time, if the order confirmation is not received, the contract is liable to be canceled, provided that the Purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

40 Performance Security:

1. Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish an irrevocable performance security (PS) for the 5% of total contract value in the format prescribed by NGRI, valid for a period beyond **6 months** from the date of successful execution of the entire contract, as certified by the CSIR-NGRI User Scientist.
2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
3. The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian rupees in case the performance security is submitted by the Indian Agent.
4. In the case of imports, the PS may be submitted either by the principal or by the Indian agent, and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
5. The Performance security shall be in one of the following forms:
A Bank guarantee or stand-by Letter of Credit or e-bank guarantee issued by a Nationalized/Scheduled bank located in India or a Foreign bank with preferably its operating branch in

India in the form provided in the bidding documents. Or

A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,

A Fixed Deposit Receipt pledged in favour of the Purchaser.

6. The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise, without levy of any interest.
7. In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended, for a further period of 60 days thereafter.
8. The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after the extension of time, if the PS is not received, the contract is liable to be cancelled provided that the Purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.
9. Whenever the bidder chooses to submit the Performance Security in the form of a 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.

CHAPTER 2

GENERAL CONDITIONS OF CONTRACT (GCC) and SPECIAL CONDITIONS OF CONTRACT (SCC)

2.1 Definitions

2.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means a calendar day.
- (e) “Completion” means the fulfillment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Related Services” means the services incidental to the supply of the goods, such as transportation, insurance, installation, training, initial maintenance, and other such obligations of the Supplier under the Contract.
- (i) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods/services to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (j) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement. Wherever the word “Contractor” or “Service Provider” appear in the tender document, it has same meaning as the “Supplier”.
- (k) The “Council” means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India, having its registered office at 2, Rafi Marg, New Delhi-110001, India.
- (l) The “Purchaser” means – The Director, CSIR-NGRI, Uppal Road, Hyderabad – 500 007.
- (m) “The final destination” of service to be provided is the field site as approved by CSIR-NGRI in parts of Rajasthan, UP and MP states.
- (n) For definitions regarding terms in Make in India, please refer to order no. P-45021/2/2017-PP (BE-II) and revised Order No. P-45021/2/2017-PP (BE-II)-Part(4) Vol.II dated 19 July 2024 by Ministry of Commerce and Industry, Government of India, and any amendment/revisions thereof.

- (o) For definitions regarding terms in MSE, refer to MSE Order 2012 and amendments and revisions thereof.
- (p) For registration of bidders quoting for products from countries that share a land border with India, refer to Order No. P-45021/112/2020-PP(BE-II) (E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, and any amendments thereon.

2.2 Contract Documents

- 2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.3 Code of Integrity

- 2.3.1 Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser concludes that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
 - d) Provisions in addition to the above:
 - 1. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - 2. In case of anti-competitive practices, information for further processing may be filed under the signature of the Joint Secretary level officer, with the Competition Commission of India;
 - 3. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

2.4 Joint Venture, Consortium or Association

- 2.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

2.5 Scope of Supply

- 2.5.1 The Services to be supplied shall be as specified in Chapter 4, i.e. Specifications and allied technical details.

2.6 Suppliers' Responsibilities

- 2.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with the Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and documents.

2.7 Contract price

- 2.7.1 Prices charged by the Supplier for the Related Services performed under the Contract 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.

2.8 Copyright

- 2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

2.9 Application

- 2.9.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2.10 Standards

- 2.10.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

2.11 Use of Contract Documents and Information

- 2.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
- 2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12 Patent Indemnity

- 2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.12.2 Indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions, or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in India; and
 - (b) the sale in any country of the products produced by the Goods.
- 2.12.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

2.13 Performance Security:

- 2.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier/contractor, shall furnish an irrevocable Performance Bank Guarantee @ 5% of the total contract value, in the format prescribed by NGRI, valid for a period beyond 6 months from the date of successful execution of the entire contract, as certified by CSIR-NGRI User.
- 2.13.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian Rupees in case the Performance Security is submitted by the Indian Agent.

- 2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent, and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
- 2.13.5 The Performance security shall be in one of the following forms:
- a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents.
Or
 - b) A Banker's cheque or Account Payee demand draft in favour of the Purchaser.
Or
 - c) A Fixed Deposit Receipt pledged in favour of the Purchaser.
- 2.13.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise, without levy of any interest.
- 2.13.7 In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended, for a further period of 60 days thereafter.
- 2.13.8 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after the extension of time, if the order confirmation /PS is not received, the contract shall be cancelled, provided that the Purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.
- 2.13.9 Whenever the bidder chooses to submit the Performance Security in the form of a 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.
- 2.14 Not Applicable**
- 2.15 Not Applicable**
- 2.16 Delivery of Documents** shall be made available by the service provider in accordance with the terms specified by the Purchaser in the Scope of Work / Contract.
- 2.17 Insurance: Insurance from end to end will be the liability of the service provider.**
- The Service Provider shall, at its own expense, arrange appropriate comprehensive insurance to cover all risks assumed by it under this contract.
- 2.18 Not Applicable**
- 2.19 Incidental Services**
- 2.19.1 The supplier may be required to provide any or all of the services, including training, if any, specified in the invitation to bid.
- 2.20 Not Applicable**
- 2.21 Not Applicable**

2.22 Terms of Payment

- 2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as under:
Payment will be made on monthly basis for the actual quantum of completed work duly certified by the CSIR-NGRI Project Leader.
- 2.22.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents submitted pursuant to the Delivery and Document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract.
- 2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier. While claiming the payment, the Supplier should certify in the bill/invoice that the payment being claimed is strictly in terms of the contract and that all obligations on the part of the Supplier for claiming the payment have been fulfilled as required under the contract.
- 2.22.4 Payment shall be made in INR only - Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (like TDS, GST-TDS, etc.), wherever applicable.

2.23 Change Orders and Contract Amendments

- 2.23.1 The Purchaser may at any time, by written order issued to the Supplier pursuant to the GCC, to make changes within the general scope of the Contract in any one or more of the following:
- a) Increase or decrease in the quantity required, exercise of quantity opinion clause;
 - b) Changes in the schedule of deliveries and terms of delivery;
 - c) Changes in inspection arrangements;
 - d) Changes in terms of payments and statutory levies;
 - e) Changes due to any other situation not anticipated;
- 2.23.2 No changes in the price quoted shall be permitted after the contract has been issued except on account of statutory variations,
- 2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.24 Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

2.25 Subcontracts

- 2.25.1 The successful bidder shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 2.25.2 In all cases where subcontracting has been done, the Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligations under the contract
- 2.25.3 Wherever subcontracting is applicable, a certificate on the letterhead of the bidder along with the seal and signature of the person signing the bid must be submitted along with other necessary certificates.

2.26 Extension of time.

- 2.26.1 Delivery of the Service/Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 2.26.2 If at any time during the performance of the Contract, the Supplier/Service Provider or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to the liquidated damages Clause of the GCC unless an extension of time is agreed upon pursuant to the above clause without the application of the penalty clause.

2.27 Liquidated Damages

- 2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Service/Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

2.28 Termination for Default

- 2.28.1 **The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part**
- (a) If the Supplier fails to deliver any or all of the Goods/Service within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent or collusive or coercive practices, etc. as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.
- 2.28.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following actions:
- (a) The Performance Security is to be forfeited;
 - (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
 - (c) However, the Supplier shall continue to perform the contract to the extent not terminated.

2.29 Force Majeure

- 2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages, and Termination for Default, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2.29.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within one week of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.29.4 If the performance in whole or in part or any obligations under the Contract is prevented or delayed by any reason of Force Majeure for a period exceeding two weeks, either party may at its option terminate the Contract without any financial repercussions on either side.

2.30 Termination for Insolvency

- 2.30.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

2.31 Termination for Convenience

- 2.31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which the performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 2.31.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

2.32 Settlement of Disputes

- 2.32.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 2.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the services/Goods under the Contract.
- 2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
Except as hereinbefore provided, all disputes arising out of or in connection with this contract shall be amicably settled through mutual discussions between the parties. In case such mutual discussion fails to

resolve the issue, such dispute or difference shall be referred to the India International Arbitration Centre (IIAC), New Delhi.

- 2.32.4. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, and the rules and procedures of the India International Arbitration Centre (IIAC), New Delhi, as applicable.
- 2.32.5. The dispute shall be adjudicated by a sole arbitrator, who shall be appointed by mutual consent of the parties. In the event the parties fail to mutually agree upon the appointment of the sole arbitrator within the period prescribed under the applicable law, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the applicable rules of the IIAC.
- 2.32.6. The seat and venue of arbitration shall be New Delhi, India. The arbitration proceedings shall be conducted in the English language.
- 2.32.7. The costs of arbitration and the fees of the arbitrator shall be borne mutually by the parties, in such manner as may be mutually agreed between the parties or as determined by the arbitral tribunal in accordance with the applicable law and the rules of the IIAC.
- 2.32.8. The award rendered by the arbitral tribunal shall be final and binding on both parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due for the actual quantum of work duly certified.

2.33 Governing Language

- 2.33.1 The contract shall be written in the English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.34 Applicable Law

- 2.34.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to the jurisdiction of the place from which the Purchase Order has been issued.

2.35 Notices

- 2.35.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail, or/and confirmed in writing to the other party's address specified in the invitation to bid.
- 2.35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.36 Taxes and Duties

- 2.36.1 For goods/services, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production/delivery/installation/commissioning/training.
- 2.36.2 If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 2.36.3 All payments due under the contract shall be paid after deduction of statutory levies (at source) **(like TDS, GST-TDS, etc.) wherever applicable.**

2.37 Right to use Defective Goods – Not Applicable

- 2.37.1 If after delivery, acceptance, and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors, or omissions by repair or by partial or complete replacement are made without interfering with the Purchaser's operation.

2.38 Not applicable

2.39 Not Applicable

2.40 Not Applicable

2.41 Risk Purchase Clause

- 2.41.1 If the supplier fails to deliver the goods/services within the maximum delivery period specified in the contract or Purchase Order, the purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess costs incurred for such similar goods or services.

2.42 Option Clause

- 2.42.1 The Purchaser reserves the right to increase or decrease the quantity of the required goods/services up to 25% (Twenty-Five) per cent at any time, till the final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

2.43 Order Acceptance

The successful bidder should submit Order acceptance within 14 days from the date of issue of Order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to the clause of ITB.

SPECIAL CONDITIONS OF CONTRACT

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Sl. No.	GCC Clause
01	GCC 2.1.1 (l)
02	GCC 2.1.1 (m)
03	GCC 2.13.1
04	GCC 2.22.1
05	GCC 2.27.1
06	GCC 2.34.1
07	GCC 2.35.1
08	GCC 2.3.1

Special conditions of contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

S. N.	GCC Clause Ref.	Condition
1	GCC 2.1.1 (l)	The Purchaser is: Director, CSIR–National Geophysical Research Institute, Uppal Road, Hyderabad – 500007 - Telangana, India
2	GCC 2.1.1 (m)	The Final Destination of service to be provided is the field site as approved by CSIR-NGRI in parts of Rajasthan, UP, and MP states.
3	GCC 2.13.1	The amount of the Performance Security shall be 5% of the contract value . The contractor need to submit an irrevocable Performance Bank Guarantee, in the format prescribed by NGRI, valid for a period beyond 6 months from the date of successful execution of the entire contract.
4	GCC2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment will be made on monthly basis for actual quantum of completed work duly certified by the PL. Note: All payments due under the Contract shall be paid after deduction of statutory levies at source, wherever applicable.
5	GCC 2.27.1	The liquidated damages shall be 0.5% per week or part of a week of the total contract value towards late delivery of service and towards delay in execution/completion of the survey. The maximum amount of liquidated damages shall be 10% of total contract/order value.
6	GCC 2.34.1	The contract will be amenable to applicable Indian Law and subject to the jurisdiction of the Competent Court located at Hyderabad, Telangana, India.
7	GCC 2.35.1	For notices, the Purchaser's address is – The Director, CSIR–National Geophysical Research Institute Kind Attn. Head, Business Development Group (BDG) Uppal Road, Hyderabad – 500 007, Telangana, India Tel: 040 – 2701 2868 / 2701 2861 ; e-mail: bdg.ngri@csir.res.in
8	GCC 2.3.1	The Integrity Pact (IP) is applicable and mandatory. The duly signed Integrity Pact in the prescribed format is to be uploaded online along with technical bid. Original/hard copy of the IP so uploaded is to be forwarded to NGRI for record. The name and contact details of Independent External Monitors (IEMs) are as under: 1.) Shri Jagadip Narayan Singh, IAS (Retd.) C-54, Bharatendu Harischandra Marg, Anand Vihar, Delhi - 110 092 E-Mail: jagadipsingh@gmail.com 2.) Shri Arun Kumar Gupta, Ex-CMD, SCI 68B, Nandanvan CHS Sector 17, Nerul, Navi Mumbai – 400 706 E-Mail: akg2629@gmail.com

Chapter 3

Terms of Reference / Specifications and Allied Technical Details

1. INTRODUCTION/PREAMBLE

This section establishes the scope and schedule for the work to be performed by the Contractor and describes references to the specifications, instructions, standards, and other documents, including specifications for any materials, tools, or equipment that the Contractor shall satisfy or adhere to in the performance of the work.

Bidders are advised to have a thorough reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, before submitting their bids. This will also help them to judiciously select proper inputs for the successful execution of the project. However, all such related expenses shall be to the bidder's account.

2. OBJECTIVE OF THE SURVEY:

The objective of the proposed 2D Seismic Survey is

- i. To acquire 2D seismic reflection data and map the seismic reflection boundaries with reasonable resolution from shallow depth (a few hundred meters) to the Moho discontinuity and slightly below.
- ii. To map concealed and deep-seated mineral deposits below unclassified sediments.

3. CSIR-NGRI EXPECTS THE CONTRACTOR TO MEET THE FOLLOWING REQUIREMENTS:

- i. Acquisition of about 485 GLK 2D seismic data with full fold along pre-planned straight profile within the scheduled timeframe. However, during execution, when any logistical obstacles, viz. restricted permit areas, river catchment areas, wildlife sanctuary, and inaccessible areas, fall between the pre-planned seismic profiles, CSIR-NGRI will allow data acquisition along deviation/offset (straight line) of pre-planned straight lines on a case-to-case basis with prior written approval, without compromising the objective of the survey. The Bidder has to carry out reconnaissance of pre-planned straight lines in the operational area and provide the plan of the proposed deviation/offset of the pre-planned straight lines in advance to the CSIR-NGRI representative at the site for approval. However, for the same deviated/offset (straight line) 2D profiles, no extra time during execution shall be given to the successful bidder.
- ii. Meeting data quality as per the standards,
- iii. CSIR-NGRI will provide the Line Telemetry Seismic Data Acquisition system with compatible sensors, cables, Geophone - Cable adapters, Communication sets and shooting equipment, batteries, and battery chargers required, and the entire seismic data acquisition will be carried out by NGRI, ensuring strict quality control and adherence to technical standards.
- iv. CSIR-NGRI will perform QC of the acquired Shot gathers (with all active channels) daily, post-completion of each day's recording operation.
- v. Contractor's sufficient experience of working, using its infrastructure and expertise,
- vi. Contractor's financial strength,
- vii. Maintaining the highest HSE as per the Standards in field operations (Contractor shall submit their HSE policy along with the Technical Bid)

- viii. Environmental issues,
- ix. Time Frame,
- x. Turnkey Contract,
- xi. The Bidder shall submit a detailed project execution plan incorporating resource/skill involvement proposed to be used along with the technical bid. The schedule of activities showing the time frame for completion of the project has to be submitted in the form of a Bar Chart.
- xii. CSIR-NGRI shall check the quality, monitor the progress, and accept the data as per the set standards. The main objective of the survey is to acquire high-quality seismic data.
- xiii. Under this agreement, the Bidder must provide supporting services like Topographical Survey, Seismic Job Services, Supply of Explosives, Shot Hole Drilling, Loading, and Blasting of drilled holes to carry out a 2-D Deep Seismic Reflection Survey about 485 GLK in the area by using Dynamite (Explosives) with suitable detonators, etc., as energy sources. Due to the anticipated complexity of the surface, near-surface, and subsurface conditions, including the presence of pebble and boulder beds, undulating terrain with rapidly varying elevations, and challenges of remoteness or inaccessibility, terrain-specific shot hole drilling technology, methods, or rigs capable of drilling to depths of 25–35 meters may be required, as deemed fit by the bidder.
- xiv. CSIR-NGRI reserves the option to increase/decrease the quantum of work up to a maximum of $\pm 25\%$ either in the areas mentioned above or in neighbouring areas of similar terrain conditions on mutually agreed rates which should not be higher than the original Contract rates but on same terms & conditions and proportionate time extension/reduction thereof.
- xv. The Proposed period of the engagement is **12 months** including experimental work, mobilisation, demobilization, and monsoon break (July, August, September) or project tenure, whichever is earlier.
- xvi. Contractor shall provide the services to acquire 2D seismic data within the agreed time frame stipulated in the contract. Sufficient seismic crews must be deployed in the area of operations at all times under this contract.

4. OTHER REQUIREMENTS AND CONDITIONS

1. The contractor shall conform to all laws, including labor laws of the State/ Central Government. The Contractor shall indemnify CSIR-NGRI for any breach of laws committed by him. The contractor shall take adequate measures to ensure continuous and unhindered out of work.
2. 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.
3. The contractor shall be responsible for payment of wages, salaries, bonuses, provident funds, social charges, insurance, accommodations, etc. in respect of their 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.
4. 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 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.
5. The Contractor will acquire requisite statutory licenses before the start of the work.
6. The Contractor shall sign an SLA (Service Level Agreement).

7. The validity of the contract will be for 12 months or completion of the project tenure, whichever is earlier from the date of award of the contract, subject to extension of the contract as required by mutual consent. CSIR-NGRI reserves the right to change the period, and 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.
8. Mobilization - it means the deployment of requisite crew & equipment, the establishment of a camp by the successful bidder, and the recording of the regular seismic data by blasting the first shot hole. The mobilization period allowed is a maximum of **30 days** from the date of award of work. Certificate of Mobilization jointly signed by CSIR-NGRI authorized representative and successful bidder shall be the proof of Mobilization.
9. Work Performance Standards: As detailed in the scope of work.
10. CSIR-NGRI Party Chief at field site is empowered to declare the areas logistically difficult for data acquisition at any time of the operations during the field season in connection with the improvement of data, by reasons of exceptionally inclement weather, by reasons of any proceedings taken or threatened by or of the dispute with adjoining owner or public properties, for any other reason which is beyond the control of the successful bidder, and unforeseen circumstances.
11. **STANDBY CHARGES** - In case of any failure on the part of CSIR-NGRI in using the shot-holes drilled due to sudden breakdown of the seismic instrument or due to any other unforeseen reasons not covered under the Force Majeure clause, the CSIR-NGRI Party Chief shall inform the contractor to suspend drilling of further shot holes. Holes already drilled by the time of such intimation by the CSIR-NGRI Party Chief can only be paid for.

Such number of shot holes shall not exceed the number of shot holes to be drilled according to the field program. Only if the work remains suspended for more than a week, the contractor will be intimated for demobilization. For days of labour unrest or any other unforeseen reasons attributable to the Contractor/Supplier which result in stoppage of Survey/work, no standby charges will be paid.
12. **COMPENSATION FOR PUBLIC PROPERTY**
Compensation for damages, if any, such as damages to any public properties/crops/cattle/lands/residential dwellings during drilling or as a result of the conduct of seismic job services and/or movement of his employees and equipment along the line/profile will be the supplier/contractor's responsibility.

Pits dug and shot holes drilled by the contractor should be filled up after the blasting operation with earth material. Otherwise, the expense incurred by CSIR-NGRI in doing so will be adjusted from the Contractor's bill or can also be adjusted from the amounts payable by CSIR-NGRI to the Contractor.
13. **Other Conditions:**
 - a) The Successful bidder shall obtain a license under the Contract Labour (Regulation and Abolition) Act, 1970 from the Competent Authority. Only upon production of such license, the first payment to the successful bidder shall be released. The Successful bidder shall renew his license during the contract period if required. At the end of the contract work, the successful bidder shall furnish to CSIR-NGRI an indemnity Bond on non-judicial stamp paper to the effect that all wages/dues of the workmen engaged by him or by his sub-successful bidders have been fully paid for the entire contract period. The Supplier/Contractor shall be solely responsible for all statutory compliances for deployment of manpower/labour and the persons so deployed remain the employee of the Contractor only. Without this Certificate, the performance Bank Guarantee will not be released.
 - b) The successful bidder shall arrange to give all notices required under various laws to all authorities and to pay to such authority or to any public office all fees/penalties that may be payable in respect of the work and lodge the receipt with CSIR-NGRI on demand. He should be registered under the Employees PF and Miscellaneous Provision Act, 1952.
 - c) The successful bidder must ensure that his work shall not cause any nuisance to the public in general and to neighboring occupants in particular.

d) The successful bidder shall not transfer/assign/sublet the contract or any part thereof in any manner without the prior written consent of the CSIR-NGRI, and no such transfer/assignment, as and when accepted, should relieve the successful bidder of his responsibility under the contract.

e) The successful bidder shall be responsible for all injuries to persons, animals, or things and for damages to the structural and/or decorative part of the property which may arise from the successful bidder's operations, or any of his sub-successful bidders, their employees, or during the data acquisition time due to negligence or otherwise. The successful bidder shall indemnify CSIR-NGRI and hold it harmless in respect of all and any expense arising from any such injury or damage to persons or property as aforesaid.

f) The successful bidder shall provide proof to CSIR-NGRI that EPF and ESI contributions have been remitted to the concerned authorities for his employees for each billing of the month. The Successful bidder shall indemnify CSIR-NGRI from any such claim in the future (Public liability claim).

g) The successful bidder shall conform to all laws including labour laws of the State/Central Government. The successful bidder shall indemnify CSIR-NGRI for any breach of laws committed by him. The successful bidder shall take adequate measures to ensure continuous and unhindered output of work while ensuring compliance to all applicable statutory laws, rules and regulations.

h) The successful bidder shall provide and be responsible for payment of wages at prevailing rates and provide the necessary proof to CSIR-NGRI for the payment made to their workmen, of salaries, bonus, social charges, insurance, food, accommodation, and medical treatment, etc. to his employees as per the applicable laws as are in force from time to time.

i) The successful bidder shall pay the wages directly to the workmen without any intermediary and also ensure compliance related to minimum wages and other provisions of Labour code.

j) If any amenity required to be provided under the relevant laws for the benefit of the successful bidder's employees is not provided by the successful bidder within the time prescribed thereof, such amenity shall be provided by CSIR-NGRI and all expenses incurred by CSIR-NGRI in providing the aforesaid amenities shall be recovered by CSIR-NGRI from the successful bidder either by deduction from any amount payable to the Successful bidder or as a debt payable by the successful bidder.

k) The successful bidder shall be responsible for enforcing strict discipline amongst his employees and also ensure strict compliance with safety regulations and procedures as required by the Govt. and provide all kits & liveries to their employees. The successful bidder shall indemnify CSIR-NGRI against any injury/loss of life of any of his personnel at any time during the tenure of the contract. CSIR-NGRI shall not be liable for any claim for any accident resulting in loss of life or injury to any workman or supervisor, resident representative, etc. of the successful bidder for whatever reason.

l) The CSIR-NGRI will not pay any charges during the National holidays (26th January, 15th August, and 2nd October).

m) Use of mobile phone in explosive handling area by the manpower deployed by the contractor is strictly forbidden.

14. Consequential Damages

Neither CSIR-NGRI nor the successful bidder shall have any claim against the other for any consequential damages. The term consequential damages herein shall include, without limitation to the meaning, loss of profit and business opportunity of use of assets.

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 provisions, and they shall remain binding on parties hereto.

15. Interpretation - the titles and headings given in this Contract are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this Contract.

16. Time and Extension of Time - 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 the execution of the work as aforesaid, the purchaser shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the EMD and PBG absolutely.

If the work is delayed due to any cause beyond the firm's control, the firm shall immediately provide written notice to the Director, CSIR-NGRI through Project Leader, stating the reasons for the delay. Nevertheless, the firm shall make every effort to prevent or mitigate the delay.

Request for rescheduling of the milestones and extension of time, to be eligible for consideration, shall be made by the firm in writing within 14 days of the happening of the event causing delay along with the period for extension of time to the Director, CSIR-NGRI.

17. Termination for unsatisfactory performance - if the CSIR-NGRI considers that the performance of the firm is unsatisfactory or not up to the expected standard, the CSIR-NGRI shall notify the firm in writing and specify in detail the cause of such dissatisfaction. The CSIR-NGRI shall have the option to terminate this contract by giving 15 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.
18. 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 death of contractor's personnel and for loss or damage to property of contractor or his personnel arising from or related to the performance of this contract, and without regard to the negligence or fault of any party.
19. Discharge of Performance Bank Guarantee - on receipt of the certificate from the CSIR-NGRI User, that the contractor has satisfactorily performed all the obligations under the contract, the Performance Bank Guarantee will be released.
20. Fairness and good faith - the Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures for the realization of the objectives of this Contract.
21. The successful bidder will be required to maintain medical aid facilities (ambulance, first-aid-kits) and appropriate medical facilities, supply of preventive medication for common types of illness, etc., and any requirement for Hospitalization or further medical treatment of his employees, in case of any eventuality.
22. The successful bidder, at his own risk and cost, shall be solely responsible for workmen's compensation, insurance, public liability insurance to cover injury or death etc., and any other liability/protections provided for under the applicable laws, in this respect, that are in force from time to time. The successful bidder must provide CSIR-NGRI with proof of such coverage and, in particular, regarding insurance under the Workmen's Compensation Act, 1923, ESI Act, 1956. The successful bidder should be registered under the EPF and Miscellaneous Provisions Act, 1952. The successful bidder should abide by the EPF Act, 1952, Workmen Compensation Act, 1923, ESI Act, 1956, Contract Labour Act, 1970, and Interstate Migrant Workmen Act or any other applicable Indian laws in force, as amended from time to time.
23. The successful bidder 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 and ESI contributions have been remitted to the concerned authorities for his employees for each billing of the month. The Successful bidder shall indemnify CSIR-NGRI from any claim in the future.
24. The CSIR-NGRI shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation cost, charges, and expenses arising or occurring from or in respect of any such claims or damages from any sum or sums due or to become due to the successful bidder.
25. The Successful bidder should ensure that Safety and security regulations are strictly adhered to as per Govt. of India norms. Bidder should provide for all the participating crew members, necessary safety kits like shoes, helmets, winter clothes, etc. All vehicles, camps, and field crews should carry first aid kits.

26. Bidder should obtain all necessary permissions from statutory/local authorities before the commencement of the work. However, the necessary documents will be provided by CSIR-NGRI.
27. Site Visit, Local condition, etc.:
- a. The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the bid and entering into contract. The visit to the site shall be at the bidder's own risk and expense.
 - b. Failure to visit the site or failure to study the bidding documents will in no way relieve the successful bidder from furnishing any material or performing all works in accordance with the bidding documents, as a lump sum contract.
 - c. It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the contract as described in the bidding document in their own interest.
 - d. It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustments to the contract awarded under the bidding documents will be entertained by 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.
28. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause 6 relating to the amendment of Bidding documents and Clause 19 relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders.

The aforesaid requirements and compliances are in addition to the 'Scope of Work', as detailed under the Chapter 4.

Chapter 4

SCOPE OF WORK

CSIR-NGRI, Hyderabad has a plan to execute the 2-D Deep Seismic Reflection Survey (DSRS) along 485 GLK with full fold from Haripura, Rajasthan to Tikamgarh, M.P. using an explosive as source. CSIR-NGRI will carry out the entire seismic data acquisition, ensuring strict quality control and adherence to technical standards by hiring the supporting services mentioned below.

S. No.	Type of Services	Quantum of Work
1.	Hiring of supporting services for carrying out Topographical Survey, Seismic Job Services, Supply of Explosives, Shot Hole Drilling, Loading and Blasting of drilled holes to carry out 2-D Seismic Reflection Survey with Explosive Source.	485 GLK

The work component may be variable by $\pm 25\%$. The tentative location of lines and their Lat-Longs are shown on the map in **Appendix I**. Due to obstructions in the field, the line position may change slightly before or during the data acquisition. The CSIR-NGRI representative will decide this before or during the fieldwork.

The area of operations falls mainly in Rajasthan, UP, and MP. The major part of the operational area is predominantly covered by:

- i. The soil varies from very soft desert sandy type with sparse thorny bushes and Sand dunes,
- ii. Hilly/Foothills Region with undulating topography/rapid elevation variation,
- iii. Rocky terrain with steep slopes and cliffs,
- iv. Logistically Difficult Areas having near surface pebbles, Boulder bed areas,
- v. Close to river catchment areas,
- vi. Water & Gas Pipelines,
- vii. High-Tension Power Lines,
- viii. Crossing of multiple National Highways and Railway Tracks,
- ix. Rivers and Water reservoirs,
- x. Areas with moderate to high vegetation/thick tropical forest, reserve forest cover, and wildlife sanctuaries.

The successful bidder shall mobilize requisite technical resources along with experienced manpower and adopt terrain-specific appropriate technology to meet the objective of the survey and complete the work strictly within the agreed time frame as stipulated in the contract. The Contractor shall ensure that seismic data acquisition work starts simultaneously by all the seismic crews planned to be deployed in the area of operations to meet the targets/timeline of the Project. The Contractor shall supply explosives, terrain-specific shot hole drilling technology/methodology/rigs, and project-specific requisite technical resources along with experienced manpower to meet desired data quality to meet the project objective.

DETAIL DESCRIPTION OF WORK

4.1 TOPOGRAPHIC SURVEY

- i. Complete reconnaissance survey to be carried out by the Bidder's survey party to see the profile line, its accessibility, control point fixation for EDM/DGPS observations, etc.
- ii. The Bidder will carry out control survey and line survey operations using good working survey equipment such as DGPS, total stations, etc., with accuracy within 1 meter of the planned lines.
- iii. The survey tolerance has to be checked (based on a simulated line diagram and digital data to be provided by the Contractor), agreed and approved by the CSIR-NGRI before the commencement of shooting on each line.
- iv. Any re-survey and re-pegging, if required, will be carried out by the Bidder at his own cost and responsibility.
- v. The Topography Survey should be carried out in terms of WGS 84 Spheroid.
- vi. The numbering of pickets will be done in consultation with CSIR-NGRI.
- vii. All coordinates will be in spherical and rectangular coordinates, and elevation will be with respect to MSL/datum.
- viii. The Contractor shall process the survey data and provide post plots of topographic survey data at no extra cost to the CSIR-NGRI, as per industry practice in three different scales as agreed mutually, with the scheme of lines.
- ix. The contractor may be required to establish additional Benchmarks during the survey, if necessary, at his own cost.
- x. **Staking of Profiles:**
 - a. The Bidder shall lay the profile line as decided by CSIR-NGRI. The Line must be staked/laid in a nearly straight line in a given alignment with 25 m intervals either by putting a peg with the clear marking of picket number or any other suitable means, along the given lines. For a definition of a deviated/offset line, refer to **Appendix II**.
 - b. The bidder's survey crew should provide direction/guidance to the seismic crew for an easy approach to seismic lines.
 - c. One qualified and experienced surveyor with a survey crew is required to be available in the seismic camp during the entire field data acquisition period for clarification/modification of the seismic lines while the field operations are in progress.
 - d. Bidder should also provide a calibration report of survey equipment and performance tests to the satisfaction of the NGRI representative at any given time.
 - e. As some of the area stands to be a restricted zone, the topographical maps may be handled with great care and security. These maps have to be handled only by authorized persons [names of such persons may be intimated to CSIR-NGRI before the commencement of field work].
 - f. No photocopy of topographic sheets is allowed for any reason. A complete list of surveyors with their head of field survey work may be intimated to the representative of CSIR-NGRI before commencement of work.
 - g. Bush clearance and compensation for crop or any damage to any third party is the exclusive responsibility of the bidder.
 - h. All the relevant topographical maps will be provided by CSIR-NGRI. A total of 485 GLK of the line is to be surveyed. If any additional line staking is required, the bidder may carry out that job

at an agreed cost. If any re-survey and re-pegging is required, that should be carried out by the bidder at his own cost and responsibility. Day-to-day staking report of seismic lines has to be supplied to the seismic party well before recording. A set of staking reports is required to be submitted with the final data.

- i. Re-staking of all the shot point locations to be done after the data acquisition, and re-staking data to be supplied to the representative of CSIR-NGRI.

xi. Fixing of Pillars:

- a. Supplier/Contractor will properly fix permanent pillars at every line crossing, road crossing, river crossing, and important cultural features with details engraved on the pillars.
- b. Cement pillars and pipes with permanent engraved identification are required for the Reference Points as per the specifications mentioned below.
- c. Satellite Points/Reference Pillars shall be of concrete (RCC structure) as per sketch and dimensions with cement, sand, and 1/4" stone chips in the ratio of 1:2:4 with 10mm M.S rod, 1/2" plastering with cement-sand ratio of 1:4 and 1/8" net plastering, engraved on the top of the pillar as shown in the sketch furnished in **Appendix III**.
- d. The base of the pillar should be buried in the ground, and the following inscription should be engraved on the pillar.
- e. PILLAR NO., CSIR-NGRI, YEAR OF SURVEY, NAME OF THE CONTRACTOR
- f. Pillars shall be placed in such a way that at least one pillar is available within a radius of 10 Km in the survey area. The final scheme of pillars shall be decided in consultation with the CSIR-NGRI representative.
- g. The Pillar will be painted yellow and engraved with an inscription in red.
- h. The bidder shall fix one pillar on the ground at the start and end of the line, road crossing, river crossing, and important cultural features with details engraved on the pillars.
- i. The nearest data for all the pillars may be supplied. All these must be validated based on DGPS observations. The survey accuracy should be within 1 meter.

xii. DGPS Observation:

- a. The bidder shall carry out a control survey of pillars and line implantation using DGPS RTK-GPS technique and total station with EDM & Data logger, etc., with accuracy not more than 1 meter.
- b. Bidder is required to fix a maximum of satellite points/reference points all over the areas at the locations advised by the CSIR-NGRI using the latest DGPS system. The bidder will take prior approval in writing for the location of fixing Satellite Points/Reference Pillars in the area. The exact number of benchmarks/reference points will be mutually decided by the CSIR-NGRI and the bidder.
- c. The survey tolerance has to be checked [based on a survey of India control data, diagram provided by the bidder, and digital data] as agreed and approved by CSIR-NGRI before the commencement of shooting of the survey line.
- d. Complete details of the DGPS observation sheet, sample interval, and processing parameters are to be supplied for verification.
- e. In case the entire work is done with the DGPS master & rover, the control point is required to be selected every 25/30 km, and survey work for the picket survey of each control point will be restricted to a 15 km periphery from the control point. In that case, a list of control point data is to be supplied.

- f. DGPS control data and converted spherical coordinates to rectangular coordinates will be submitted.

xiii. **Short-Range EDM Traversing:**

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

xiv. **Supply of Maps:**

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

xv. **Deliverables:**

The following items related to Topographical Survey data shall be delivered in SPS format as mentioned above and may be supplied in Triplicate. Elevation: The bidder shall provide elevation of every receiver group and shot point with respect to MSL/datum.

- a. Staking and Restaking report
- b. Nearest data of all pillars
- c. DGPS control data with observation sheet, sample interval, processing parameters, and converted Rectangular coordinates from Spherical coordinates.
- d. Listing of coordinates and heights of each picket & shot point location in the proforma.
- e. Maps in WGS84 and modified Everest spheroid with Lambert projection.

4.2 SEISMIC JOB SERVICES

i. **Job Description:**

- a. 2-D seismic reflection data with full fold has to be acquired along a 485 GLK length profile with a minimum of 720* active channels per shot and a total number of shots per km is 20* nos. The number of channels may vary based on the experimental studies based on the study area, but not more than 1200 channels.
- b. This job involves laying cables, connecting ground electronics and batteries, planting the string of geophone bunches in a pit with an interval of 25 m*, checking seismic lines, loading & blasting shot holes, and maintenance of ground electronics by employing sufficient technical and non-technical persons.
- c. Work in the area will only start when CSIR-NGRI advises the Contractor of the final acquisition parameters in writing.

- d. CSIR-NGRI's requirement is continuous data coverage along the profile with the best possible symmetric sampling of offsets as per the following parameters:

Total Line km	485 GLK
No. of Active Channels/Shot	720*
Type of Shooting	Asymmetric Split Spread 18 km (15+3) *
Group Interval	25 m*
Shot Interval	50 m*
Minimum Offset	25 m*
Maximum Offset	15000 m*
Offset Distribution	Uniform
Record length	24 Sec. *
Sampling interval	2 ms. *
Shot Hole Depth	25 to 35 m* (4 ½ inch Diameter)
Fold	180*
Charge Size per Shot Hole	50 to 75 kg Explosives and 2 to 3 nos. Detonators* (Explosive: Class II, VOD: 5000± 300 mt/sec., No.8 Detonator or above Cap Sensitivity. Detonators: Instantaneous Electronic, Max 100 Ohms Circuit Resistance, 5 days under 25 mts. Water depth, with min. 1.5 mts. GI lead Wire and Less than 1 ms. Delay time)

***Note:**

GLK = [(Last Accepted SP-First Accepted SP) - (No. of Rejected SP + No. Skipped Shot Points)]
X Shot Point Interval.

Final acquisition parameters like Type of Shooting, Group Interval, Shot Interval, number of channels per Shot, Fold, Record Length, Charge size, shot hole depth, and Shot Hole Pattern shall be decided after the necessary experimental work in the field. Shot hole depth (while loading): About 25m to 35m (meters) in case of a single hole; otherwise, 2/3 pattern holes 15m/10m each.

ii. Manpower requirements:

- a. The bidder has to deploy at least the minimum number of manpower as specified below for the entire duration of the work to make the Seismic line ready as per the instructions of the CSIR-NGRI representative, on **every working day**. The bidder also has to provide experienced staff for the maintenance/servicing of cables, geophones, and all other auxiliary equipment, battery charging, etc., for the entire duration of the fieldwork.

Sl. No.	Category	Nos.
1.	Skilled	20
2.	Semi-skilled	20
3.	Un Skilled	60

- b. Two Geophysicists with prior experience in 2D/3D Seismic surveys should be engaged from the bidder's side to monitor the day-to-day activities, quality control, and supervise the seismic job services. He should coordinate with CSIR-NGRI officials at the field site for smooth execution of the work for the entire field duration.
- c. The bidder shall provide a minimum of 25 workers for loading and shooting operations, organized into three separate loading/shooting crews. All shooters must possess a valid explosive license, issued by the Department of Explosives, Government of India, for the loading and blasting of explosives used as the energy source for data acquisition. This license must be valid at the commencement of data acquisition and renewed as required during the contract period. The bidder is also responsible for providing appropriate safety gear, including safety helmets and safety shoes, to all personnel involved in loading and shooting activities.
- d. A separate group of qualified and trained loading and shooting personnel should always be available as a backup crew in case of a misfire. The Representative from CSIR-NGRI will be present during loading and blasting operations, and the work has to be carried out under his supervision.
- e. The Contractor should provide adequate security arrangements for CSIR-NGRI equipment, vehicles and seismic materials at the field site and in the base camp.
- f. The Contractor should also provide manpower to take care of security arrangements at the Explosive magazine site.
- g. The Contractor should also provide one Instrument Technician with prior experience and one helper in the Central Recording System to assist in day-to-day data acquisition work.
- h. Every day, the successful Contractor has to provide sufficient manpower to deploy the ground electronics in the field site to start the work early. The deployed items must be picked up the same day after the work is completed.
- i. The Contractor shall engage and deploy well-experienced & qualified personnel for carrying out various work-related operations under this contract. Personnel holding key posts or involved in decision-making processes must have experience in carrying out similar jobs elsewhere with reputed organizations.
- j. Contractor must submit detailed bio-data of all key personnel to be deployed by them for the entire period of the project along with the bid. If the CSIR-NGRI finds any of these personnel unsatisfactory/undesired during the job execution, the Contractor must arrange for an immediate suitable replacement of such personnel without interruption to operation. If there be any change of personnel, on request from the CSIR-NGRI for whatsoever reason, the Contractor must obtain approval from the CSIR-NGRI before deploying the suitable replacement.
- k. Contractor shall undertake to deploy all the unskilled labourer's required for this job from in and around the area of operation.
- l. The key personnel to be engaged by the Contractor should be capable of maintaining optimum production progress.

- m. The safety of all the personnel engaged by the Contractor and the safety of the CSIR-NGRI personnel and property involved during work is fully the Contractor's responsibility.

iii. Vehicle requirements:

- a. Bidder should deploy suitable vehicles to carry seismic materials like Cables, geophones, ground electronics, batteries, loading-shooting equipment, etc., from the base camp to the field site & back, and also shifting from one camp location to the other.
- b. Bidder should deploy separate vehicle(s) for transporting the workers to the field site for day-to-day field operations.
- c. Bidder should provide separate suitable and sufficient vehicles to carry explosives and detonator materials from the explosive magazine to the field site and back. The bidder should submit a certificate stating that the work will be carried out with a valid PESO license.
- d. Bidder should provide five A/c SUV-type light vehicles in good condition for CSIR-NGRI officials/staff to the field site and back for day-to-day field operations.
- e. Bidder has to provide A/c SUV-type light vehicles in good condition and hospitality arrangements for inspection teams from CSIR-NGRI/Client/other departments, whenever required.
- f. All vehicles mentioned above should not be more than 5 years old and should be free from any major accident history. All the vehicles that are to be provided should have valid statutory permits, and the drivers should have valid driving licenses.
- g. The fuel and drivers for the above-said vehicles should be arranged by the Bidder.

iv. Material requirements:

- a. The items related to seismic data acquisition like Cables, Geophones, Geophone-Cable adapters, Ground Electronics, Batteries, Battery chargers, Communication sets, and Shooting Equipment like Encoder-Decoder will be provided by CSIR-NGRI at the base camp in the working area. The Mob/Demob costs for CSIR-NGRI's equipment and accessories, from CSIR-NGRI, Hyderabad to the base camp and back to Hyderabad, shall be borne by CSIR-NGRI.
- b. All materials provided by CSIR-NGRI to the bidder shall be handed over to the representative of CSIR-NGRI within one week of the completion of the survey work in good condition.
- c. The Bidder has to arrange the materials such as a crowbar, iron nail, hammer, rope, tools (cutter, knife, screwdriver, insulation tape), and all other materials required for day-to-day seismic data acquisition works.
- d. Bidder should provide calibrated tamping rods for loading of explosives, and all other consumables such as firing cable, rings, rope, etc., required for loading/shooting operations.
- e. The contractor shall carry, use, and provide all required consumables, e.g., survey materials (pegs, paints), flexible wire, adhesive tapes, loading poles, & logs, and chemicals, shot hole casings (if required), etc., in brand new condition for completing the entire survey including the additional quantum of job, if any, under this contract.

v. Experimental Work:

- a. Final acquisition parameters shall be decided after the necessary experimental work (LVL/Uphole) in the field, which will be planned and executed by CSIR-NGRI, and the Contractor has to provide sufficient manpower and material support.
- b. All necessary experiments and other tests to determine optimum field parameters shall be performed before the commencement of data acquisition in that specified area so that the same should be available for quality control during recording.

- c. Additionally, experimental work must be conducted during production shooting due to the extensive length of the proposed profiles and the potential changes in area and terrain conditions.
- d. The required Uphole survey is to be carried out at every 25/50 km interval.
- e. The Uphole interval may be changed by the CSIR-NGRI depending on the requirements.
- f. The crews deployed for the operational area under this contract have to take up Experimental Work simultaneously at their site of deployment. However, the schedule and location of Experimental Work during project execution have to be planned only in consultation with CSIR-NGRI as and when required.
- g. CSIR-NGRI will carry out the LVL/Uphole survey for the entire area. The contractor should be provided with separate manpower for the LVL/Uphole survey from the manpower mentioned in Section 5.2. ii. a.
- h. Wherever the adequate depth for the Uphole survey is difficult to achieve, 3-4 shallow refraction or LVL surveys will be carried out at that location.
- i. The depth of the Uphole survey should be 60 meters. However, for terrain-specific cases, the same will be finalized in consultation with the CSIR-NGRI representative.
- j. The CSIR-NGRI reserves the right to modify the grid of Uphole/LVL surveys to be conducted in the area in case the technical requirement for the same is felt necessary by the CSIR-NGRI representative.
- k. Bidder should provide calibrated tamping rods for loading of explosives, and all other consumables such as firing cable, rings, rope, etc., required for Uphole survey.

vi. Bidder's Responsibilities:

- a. The bidder should have a valid Manpower/Labour license as per the work requirement for the entire duration of the contract period.
- b. The successful bidder should make adequate security arrangements to guard the entire seismic equipment with ground electronics in the transportation, field site, and base camp. The bidder is responsible for the security of all items while in storage and handling.
- c. CSIR-NGRI will provide all necessary seismic equipment like Ground Electronics, Spread cables with units, Geophones, Shooting Devices, Communication devices, Batteries and their chargers, etc., for the field operations before the commencement of fieldwork, and the bidder should return the same to CSIR-NGRI, in good working condition with the same quantity after completion of total fieldwork, failing which the repairing charges/replacement cost (in case of loss or damage) will be recovered from successful bidder's bill. The safety and security of the CSIR-NGRI equipment in the field/site shall be responsibility of the 'Supplier'/'Contractor'.
- d. Every day, the successful Bidder has to provide sufficient manpower to deploy the ground electronics in the field site so as to start the work early, and the same day the deployed items have to be picked up after completion of the work.
- e. The successful Bidder has to establish a camp office with an internet facility and parking of CSIR-NGRI vehicles. The base camp shall be relocated along the survey profile in accordance with the progress of data acquisition, at no additional cost to CSIR-NGRI.
- f. The successful bidder is responsible for arranging the transportation of materials handed over by CSIR-NGRI during the base camp relocation at the bidder's cost.
- g. The bidder should ensure that good HSE policies are strictly followed during field surveys. The health and safety of their staff is the responsibility of the bidder.
- h. It is proposed to blast about 80-100 shot holes on each working day, and the bidder is requested to deploy sufficient numbers of shot hole rigs (in good working condition) suitable for the

operational area at all times of the operation in order to maintain optimum progress to achieve project target within the stipulated time.

- i. Geophone positions shall be as close to the staked locations as possible. In case of any deviations of more than 1m along the line or 5m perpendicular to the line, they will be noted in the logs and shall be re-surveyed.
- j. Each Geophone shall be planted firmly in pits (5-10 inches) to achieve good coupling with the earth and proper vertical positioning. Artificially filled earth/vegetation, etc. shall be avoided as far as possible.
- k. Geophones shall be planted at the proper position (as close to the staked position as feasible). Plantation near trees, power lines, houses, etc. shall be such that the ambient and cultural noise is at the minimum level.
- l. Geophones shall be planted on the bund (artificially elevated portion around cultivated land) unless and until it is unavoidable. Such a decision shall only be taken in consultation with the CSIR-NGRI representative.
- m. All the cables, connectors, ground electronics, and receivers shall be maintained in good condition throughout the survey.
- n. Proper pathways have to be made by the successful bidder along the seismic lines, which include clearing bushes for planting geophones, laying cables, and smooth movement of recording trucks and other vehicles if needed.
- o. The bidder has to make necessary arrangements for 24-hour power and BSI standard water supply at the base camp/work site.
- p. The batteries have to be fully charged at the base camp every day during nighttime for the next day's fieldwork.
- q. A logbook should be maintained for checking individual units like cables, Batteries, Geophones, charging of batteries, etc., to make the same available in good working condition for data acquisition on the following day.
- r. During data acquisition operation, seismic equipment and its main accessories should be protected from direct sunlight and rain.
- s. At the time of recording operations, the bidder's men should remain still so as not to create any cultural noise.
- t. It is the bidder's responsibility to ensure proper source coupling while loading of explosive charge. In case of a misfire or any other problem, it is the bidder's responsibility to reload the hole and shoot the same at no extra cost to CSIR-NGRI.
- u. It is the bidder's responsibility to help in re-acquiring data in case of bad quality data due to bad cables/geophones, noise in the line, ground electronics failure, etc. In such cases, the same should be repeated at the bidder's cost to obtain good-quality data.

v. Bad Records:

A record having any one of the following will be considered as a bad record and shall not be considered for the daily progress:

- More than 2% dead channels of total channels recorded, per shot. The bidder shall put all his efforts into rectifying the dead/bad channels as early as possible. However, the bidder shall start every day's operation with all good traces.
- Records with more than 6 consecutive dead channels in any record; however, the total number of dead channels in a record cannot exceed more than 2% of the total channels recorded, per record.

- Records with appreciable cross-feed, leakage, and spread noise, etc.
- The Contractor will reshoot the bad records at the advice of CSIR-NGRI's representative at the site at his own cost.

A trace shall be considered defective under any one (or more) of the following conditions:

- A trace is dead.
 - Controllable noise is more than 12 dB above as exhibited w.r.t. the adjacent traces for a continuous period of one second during the recording cycle.
 - Dead traces, due to natural or man-made obstacles to geophone planting, shall not be considered as defective traces. Reasons for not planting the geophones at such places may be recorded on the observer's log.
 - CSIR-NGRI's representative, under exceptional conditions, may permit relaxation of the above work standards, without sacrificing data quality.
- w. There shall be no gaps/skipped shots even in dense vegetation, water-covered areas, paddy fields, and marshy areas where suitable technique shall be used, and full spread shall be laid. In such areas, loss of multiplicity shall be restricted to a minimum using suitable recovery techniques in consultation with CSIR-NGRI representatives. The minimum fold in the areas around natural and man-made obstructions should not be less than 85% of the maximum fold achievable as per the Geometry given in the tender document.
- x. The bidder should also ensure that no or minimal damage is caused to crops/cattle/lands/residential dwellings/buildings during the drilling and shooting operations. All the blasted holes should be properly closed immediately and leveled by the bidder.
- y. In case of any loss/theft of CSIR-NGRI material, the same should be replaced at the bidder's cost.

vii. Compensation:

- a. Any compensation to the third party/land owner should be met by the bidder at his risk and cost. Compensation to a third party as a consequence of damages due to topographical survey/laying of seismic cables/planting of geophones/drilling/loading/blasting of shot holes to public property/crops/cattle/lands/residential dwellings/buildings during the field operations (if needed) shall also be the successful bidder's exclusive responsibility.

viii. Deliverables:

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

4.3 Supply of Explosives

The contractor shall supply explosives, detonators, and fuse, including shooting wire rolls as the energy source for data acquisition in thick forest zones, land, marshy land/swamps, boulder-covered areas, etc., depending upon the logistics and terrain conditions. Depending upon the logistics and terrain conditions, the Contractor must ensure the following geophysical requirements:

- a) Adequate energy to image target horizons.
- b) Proper source coupling.

- c) Shot hole depth has to be maintained as per the optimum Shot hole Depth decided after the pre-acquisition experimental survey.
- d) The quantity of explosives to be used per shot/shot hole, depth & type of shot hole, and drilling requirement will be finalized in consultation with the CSIR-NGRI's onsite representative and the same will be binding on the Contractor.
- e) The contractor should supply Explosives, Detonators, and Fuses, including shooting wire rolls for data acquisition work, which should not be more than 6 months old.
- f) Adequate supply of specified quality Explosives to carry out data acquisition work without any break.

i. Explosives and Detonators – Bidder's Responsibility:

- a. The contractor shall arrange to procure, store, and transport the requisite quantity of explosives and detonators at its own risk, cost, and responsibility. The Contractor shall use Explosives, Detonators, and fuses as per the specifications mentioned in **Appendix IV**.
- b. Contractor shall arrange at its own cost for the necessary permits to store and transport explosives and detonators, including security during storage, operation time, and transportation and ensure all statutory compliances for handling of explosives.
- c. Contractor shall be responsible for handling, loading, and blasting of shot holes by engaging authorized, licensed, and experienced personnel. CSIR-NGRI'S on-site representative(s) shall periodically verify the stock physically. The contractor shall arrange for Police verification for all the persons engaged in the handling of the explosives and detonators.
- d. The Contractor shall be solely responsible for the safety and security of explosives, detonators, and fuses under its custody. The Contractor shall submit daily online consumption/usage of explosives to the Petroleum and Explosives Safety Organization (PESO) and duly signed quarterly statements of consumption, etc. as per PESO guidelines.
- e. Contractor shall maintain proper account of the consumption of explosives, detonators, and fuse, and shall submit online daily, weekly, and monthly consumption/stock statements as per guidelines of PESO.
- f. All rules and precautions regarding procurement, use, transportation, storage, and handling of explosives and detonators shall be observed by the Contractor as per the guidelines of PESO.
- g. **The Contractor shall quote for unit price per Kg of explosives and Detonators on an all-inclusive for destination (working site) basis, considering the minimum consumption in the area as mentioned below:**

Explosive (Kgs)	Electronic Detonator (Nos.)
~5,80,000	~30,000

- h. **CSIR-NGRI shall in no way be responsible for the violation of any rules whatsoever by the Contractor and the Contractor shall ensure all statutory compliances for handling of explosives.**
- i. The charge size will be fixed after experimental shooting for the respective area.

- j. In the case of additional usage of explosives and detonators due to operational requirements and certified by an on-site CSIR-NGRI representative, the same will be compensated as per actual based on supporting documentation provided with the monthly invoice.
- k. The payment against the consumption of explosives, detonators, and fuses will be done as per actual monthly consumption. The Contractor has to enclose the Explosive/Detonator return statement (as per PESO guidelines) along with the monthly invoice.
- l. The Contractor shall make necessary security arrangements to guard the loaded shot holes till they are blasted.
- m. The Contractor shall deploy a minimum of two sets of explosive vehicles per crew for safe transportation of explosives & detonators to the field. The Contractor must ensure that explosives & detonators are transported in separate licensed vehicles during field operation.

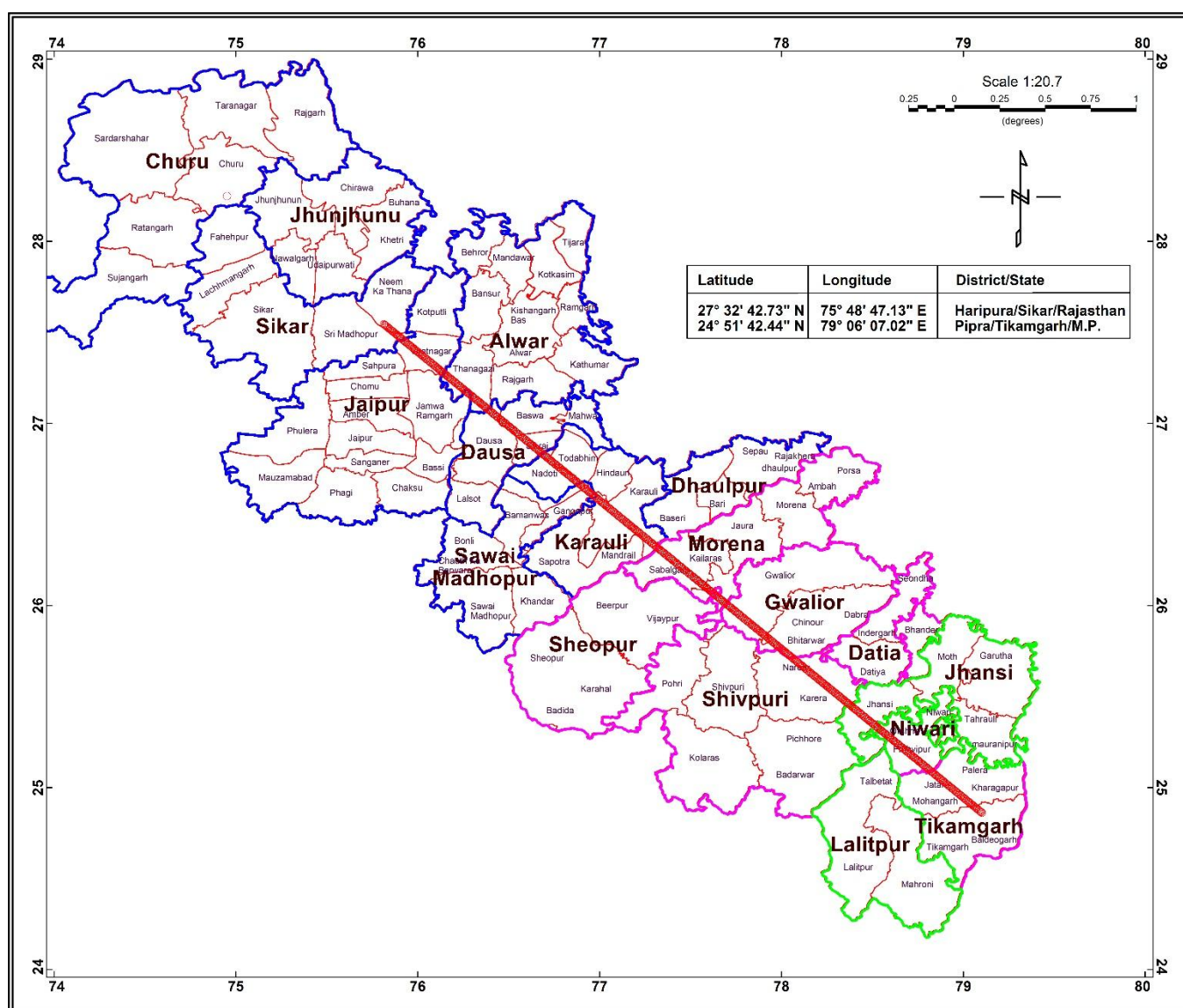
4.4 Shot hole Drilling

- i. In view of the expected surface, near-surface, and subsurface complexity and presence of hard rock formations/river catchment areas, places may require terrain-specific shot hole drilling technology/methodology/rigs having capabilities to drill the shot-hole of clear 4 ½ inch diameter (either single hole or in the pattern) with a depth of generally up to 25-35 meters.
- ii. The shot hole drilled should be clear so that explosives can be loaded without difficulty.
- iii. **The depth to which the bottom of the explosive is lowered will be considered as the depth of the shot hole. Measurement of depth by drilling rods/tamping rods or by any other means shall not be considered final unless the explosive is lowered to the depth asked for.**
- iv. The depth measurement is to be made by the authorized representative of the Contractor in the presence of the authorized representative of CSIR-NGRI. Only the depth measured and verified by CSIR-NGRI's representatives will be considered final. If the required depth is not available, the shot hole may be rejected. Even blasted holes (wherein the charge could not be lowered to the requisite depth) will not entail any claim for payment.
- v. The variation in the drilled depth should not exceed ± 2 meters.
- vi. For the acceptance of hole depth, the fractions of a meter will be rounded off to the nearest meter (i.e. 0.1 – 0.4 meters are to be ignored and 0.5 & above be taken as one meter)
- vii. The payment will be made as per the meterage measured actually.
- viii. **The shot hole depth may regionally vary over the profile, and it will be finalized after experimental surveys and preparation of near-surface model after interpretation of Uphole/LVL data acquired and processed along the profile.**
- ix. In case a single hole is not possible due to logistics, or in case of drilling difficulties, the contractor can drill the pattern hole with the prior approval of the CSIR-NGRI representative. The depth of each hole should not be less than 18-20 meters. In the case of a pattern of holes, each pattern of 2/3 holes will be treated as a single hole with a depth of 35 meters.

- x. Source Positioning:
 - a. Source positions shall be as close to staked locations as possible.
 - b. Deviations of more than 1m along the line or half the group interval perpendicular to the line will be noted in the logs and shall be re-surveyed.
 - c. Each source position will be placed so as to minimize the damage to the surface, subsurface aquifers, and any structures or buildings.
- xi. The Contractor is advised to conduct a thorough reconnaissance of the terrain to get fully acquainted with details of surface topographic features, local geology/ subsurface formations, accessibility/approach/slope and terrain conditions, and type of drilling equipment required/location of compressors in inaccessible areas. As proposed, the area is also covered by hard rocks; the DTH rigs will also be essential for this work.
- xii. The proposed profile extends through the river catchment area, alluvial covered plain lands to foothills/hills with steep slopes & cliffs and undulating topography. Some of these areas have near-surface pebbles, sand dunes, and boulder beds causing difficulty in drilling shot holes of desired depth. In such extreme cases, the bidder may have to use casing while drilling or the requisite use of chemicals to prevent shot hole collapsing or any other shot hole drilling technology with the concern of the CSIR-NGRI representative. The bidder shall meet the cost of the casing or chemicals used.
- xiii. The Contractor shall take all appropriate measures to ensure the stability of shot holes till they are loaded to the required optimum depth, at no extra cost to the CSIR-NGRI.
- xiv. Each and every hole should be filled with water after loading.
- xv. After lowering the charge up to the bottom of the shot hole, the proper tamping of charge should be done for better transmission of shot energy to the earth medium.
- xvi. Blasted shot holes and pits shall be filled with earth immediately after the firing of shots. No additional payment shall be made to the Contractor for filling the blasted holes.
- xvii. The bidder's responsibility is to compensate the third party for damage to any property/crops during drilling/blasting.
- xviii. CSIR-NGRI reserves the right to increase/decrease the quantum of the work by 10% at any stage of the work.

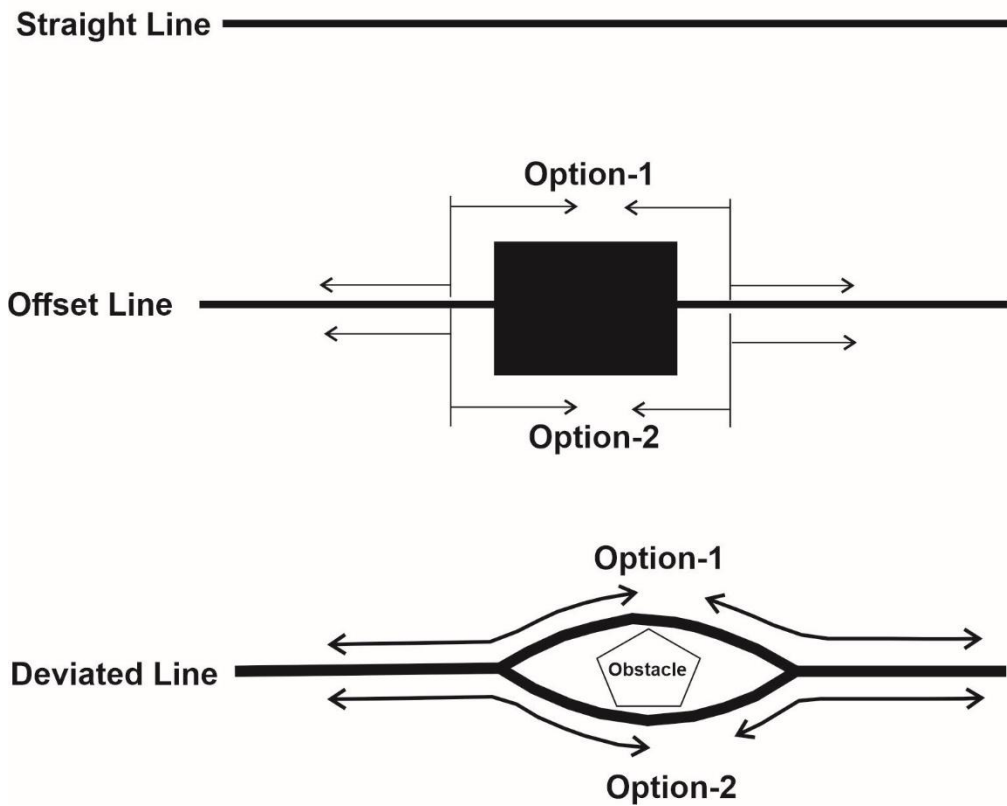
Appendix I

PROPOSED CO-ORDINATES OF PROFILE					
Line No.	Start		End		Profile Length (in GLK)
	Lat.	Long	Lat.	Long	
1	27° 32' 42.73" N	75° 48 ' 47.13" E	24° 51 ' 42.44" N	79° 06 ' 07.02"E	485 GLK



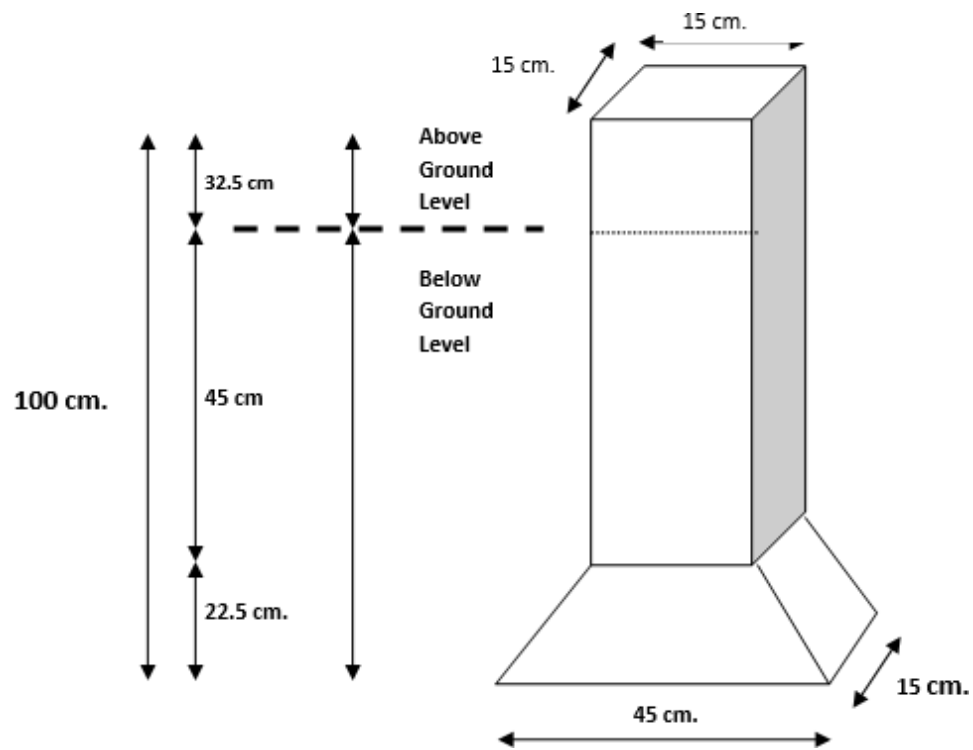
Appendix II

Straight / Off Set / Deviated Line Schematic Diagram



Appendix III

Sketch of the Pillar



Appendix IV

Dynamite (class II) with electric detonators and a Detonating Fuse shall be used as the energy source as per the specifications given below:

Explosives:	
Type	Class II
Composition	Slurry/Water Gel/Emulsion
Velocity of Detonation	Min. 5000 $\pm$ 300 mt/sec.
Cap Sensitivity	No. 8 Detonator or above

Detonators:	
Type	Instantaneous Electronic Detonators
Shell Material	Aluminum
Strength	No. 8 and Above
Max. Circuit Resistance	100 Ohms.
Lead Wire Length	Min. 1.5 mts. GI Lead Wire
Reaction/Delay Time	Less than 1 ms.
Water Proof	5 days under 25 mts. Water Depth

Detonating Fuse:	
Dia of the Fuse	5 mm.
PETN Weight per mtr. Length	10 gms.
Velocity of Detonation	6800 m/s.
Water Proof-ness	Excellent

CHAPTER 5
PRICE SCHEDULE FORM

COMMERCIAL

S.No.	DESCRIPTION	QUANTITY	UNIT RATE	TOTAL
1	Topographical Survey	19,400 points		
2	Seismic Job Services	485 km		
3	Supply of Explosives	580 Tons of Explosives		
4.	Supply of Fuse	10,000 Mtrs.		
5.	Supply of Detonators	30,000 nos.		
6	Shot Hole Drilling, Loading and Blasting.	2,09,520 Mtr.		
7	Mobilization	Lump Sum		
8	De-Mobilization	Lump Sum		
	GST (as applicable)			
	TOTAL #			

The selection of the **lowest responsive bidder** shall be done on the basis of lumpsum/total cost quoted by the bidder treating it is a single work package but payment will be made on the basis of actuals.

NOTE:

I have taken a note of above and that all charges against which the unit's rate has been asked shall be payable only depending upon utilization in actual. The quantities indicated are tentative and for Evaluation only. No payment whatsoever other than those indicated above shall be payable.

(Signature & Seal of Bidder)

CHAPTER 6

Qualification Requirements

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

BID EVALUATION CRITERIA

1. TECHNICAL

- i) The bidder, whether a company or a joint venture company, must have successfully executed at least one or more contracts as detailed below, involving combined support services, including Topographical Survey, Seismic Job Services, Supply of Explosives, Shot Hole Drilling, Loading, and Blasting of Shot Holes for the acquisition of 2D/3D Seismic Data using Explosive as a source, within the last **five (5) years** preceding the date of Original Bid Closing.

The bidder must meet one of the following criteria:

Three similar completed service contracts, each with a value not less than 40% of the proposed GLK;

OR

Two similar completed service contracts, each with a value not less than 50% of the proposed GLK;

OR

One similar completed service contract with a value not less than 80% of the proposed GLK.

- ii) In case the bidder has executed contracts involving combined support services, including Topographical Survey, Seismic Job Services, Supply of Explosives, Shot Hole Drilling, Loading, and Blasting of Shot Holes for both 2D and 3D Seismic Data Acquisition using Explosives as a source within the last five (5) years, the eligibility shall be determined based on the following equivalency:

1 (One) sq. km of 3D Seismic Data shall be considered equivalent to 5 (Five) GLK of 2D Seismic Data and vice versa.

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

2. COMMERCIAL

Commercial bids shall be submitted separately as per BOQ attached/hosted in the tender portal.

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

3. The Bidder as a Company / Joint venture Company (the arrangement of joint venture or consortium or third-party arrangement, shall precede bid submission date) and the bidder should have proven capabilities in providing the services as specified. Documentary evidence must be submitted as part of the technical bid to ascertain bidder's eligibility and capabilities to execute the contract.
4. The bidders must not have been under any declaration of ineligibility by any authority. A declaration to the effect should be furnished; A consistent history of litigation or arbitration awards against the applicant may result in disqualification;
5. The Bidder should not have suffered any financial loss for more than one year during the last three financial years.
6. The net worth of the Bidder should not be negative by more than 30% (thirty percent) in the last three years.
7. **PLEASE NOTE:** The other essential requirements / terms and conditions indicated under Chapter 2, 3 & 4 will also become part of the other requirements and therefore shall also be deemed to be part of this bid document/chapter to determine eligibility and will be binding on the bidder.

CHAPTER 7

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 **The Director, CSIR-NGRI, Uppal Road, Hyderabad – 500 007** (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 the Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research

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]*

CHAPTER 8

Other Standard Forms

(To be enclosed as indicated below)

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Sl. No.	Name
01.	Bidder Information Form (to be enclosed with the technical bid)
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04.	Performance Statement Form (to be enclosed with the technical bid)
05.	Deviation Statement Form (to be enclosed with the technical bid)
06.	Bid Form (to be enclosed with the priced bid)
07.	Performance Security Form (to be enclosed with the technical bid)
08.	Integrity Pact (to be enclosed with the technical bid)
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10.	Certificate of participation (to be enclosed with the technical bid)

Form –1
Bidder Information Form

(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 on the letterhead of the firm]

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

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

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of a JV, the legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06	NAME AND ADDRESS OF BANK: BANK ACCOUNT NUMBER: TYPE OF ACCOUNT: IFSC CODE:
07.	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone: [insert Authorized Representative's telephone numbers] Email Address: [insert Authorized Representative's email address]
08	COUNTRY OF ORIGIN OF PRODUCT (S):
09	ADDRESS OF THE PLACE OF MANUFACTURER / FACTORY / PLACE WHERE LOCAL CONTENT VALUE ADDITION IS DONE BY THE MANUFACTURER:
10	If the ~~item is imported~~ and Service Provider/Bidder is from a country sharing a land border with India, then the Registration certificate details like number, date, and validity date:
11	Are you an MSE registered for the ~~item~~ service under procurement : If yes, then furnish details of the certificate, date and validity along with a copy of the same. Do you intend to opt for the purchase preference policies of the Government of India as applicable to MSEs in this tender(If so, select Yes)?- Yes/No
12	Do you intend to opt for the purchase preference policies of the Government of India as applicable under the Make in India circular? (If you have said yes to the ~~MSE preference above, then you cannot opt for this preference~~)- Yes/No
13	Are you a Class I Local Supplier or Class II Local Supplier as defined by the Make in India circular? It is mandatory to attach the certificate from the OEM for Local content percentage and place of value addition.

14.	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.
15.	Whether bidder intends to claim the benefit of purchase preference in under the MSEs Policy and Make in India policy of the Govt. of India with reference to point 11, 12 & 13 above. If yes, please specifically indicate your status as the bidder under one of the following category in terms of the Govt. of India, Ministry of Finance, Department of Expenditure OM No. F.1/4/2021-PPD dt. 18.05.2023 - i. MSE Class-I local supplier, or ii. MSE but non-Class-I local supplier or iii. Non-MSE but Class-I local supplier or iv. Non-MSE non-Class-I local supplier <u>(Delete or Strike out, whichever is not applicable. Write “NO” if none of above four category is applicable. Purchase preference in terms of MSE and MII policy will be extended to the participating bidders as per the policy and instructions issued by the Govt. of India from time to time as on date of issue of this tender. In case, bidder specifically does not claim benefit available under the said policies as per eligibility, this office will not be responsible for any inadvertent omission/error in non-extension of such benefit.)</u>

Signature of Bidder_____

Name_____

Business Address _____

Form – 2
BID SECURITY FORM

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.

Or

(2) If the tenderer, having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -

(a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

(b) Fails or refuses to accept/execute the contract.

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

Form – 3
Bid-Securing Declaration Form

Date: _____
Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impair or derogate 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 refuse 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)

Form – 4
PERFORMANCE STATEMENT FORM
(For a period of the last 5 years)

Name of the Firm.....

Order Placed by(full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per Contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactorily ? (Attach a certificate from the purchaser/Consignee)	Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder Place :

Date :

Form – 5
DEVIATION STATEMENT FORM

Sl. No.	Name of Specifications / Parts / Accessories of Tender Enquiry	Specifications of Quote Model / Part / Accessory	Compliance Whether Yes or 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 the 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”.

Form – 6
Bid Form

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

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

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

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

To: The Director,
CSIR-NGRI, Uppal Road, Hyderabad-500007

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Services/Goods and related Services *[insert a brief description of the services / Goods and related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:
Discounts: If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____

Form – 7
PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

.....

WHEREAS..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract No.

.....
dated to supply (description of goods and services) (hereinafter called “the contract”).

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

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

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder 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.

Form – 8

Format of Integrity Pact

Between

Council of Scientific & Industrial Research (CSIR), a Society registered under the Indian Societies Act 1860, represented by *‘The Director, CSIR-NGRI, Uppal Road, Hyderabad – 500 007’*, 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 is 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 themselves 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.

- (a) 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.
- (b) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annexure.
- (c) 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.

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”. A 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 the 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 an 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 the 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 a 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 notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(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) The 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 a 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)

Place.....

Date.....

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place.....

Date.....

Witness 1:(Name & Address):

Witness 2:.(Name & Address):

FORM – 9
Format for declaration by the Bidder for Code of Integrity & conflict of interest
(On the Letter Head of the Bidder)

Ref. No:

Date

To,

‘The Director, CSIR-NGRI, Uppal Road, Hyderabad – 500 007’

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 the 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

FORM – 10

(For details, refer to P-45021/112/2020-PP(BE-II) (E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.)

Certificate by bidder for participation

I have read the tender document of tender no. along with the clause regarding restriction on procurement from a bidder of a country which shares a land border with India, I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. A valid certificate issued by the Competent Authority has been attached with the bid. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Signature of the bidder

Name of the Signatory