

Request for Proposal

For

“Hiring of Services for collecting Soil Samples in the area of Rajkot, Jamnagar, Surendernagar, Morbi, and Amreli of Gujarat”

Tender Issued on – 26-12-2019

Last Date for Submission of the Bid – 09-01-2020



**GUJARAT ENERGY RESEARCH & MANAGEMENT
INSTITUTE**

Energy Building,
PanditDeendayal Petroleum University Campus
Raisan Village, Gandhinagar - 382007.

SECTION-I: INVITATION FOR BID

1. Background
2. Brief Scope of Work
3. Completion Schedule
4. General

SECTION-II BID SECURITY (ERNEST MONEY DEPOSIT) & SALIENT FEATURES & PROCEDURE

SECTION-III: INSTRUCTIONS TO BIDDERS (ITB)

5. Tender documents
6. Documents / Certifications
7. Clarifications on Tender documents
8. Amendments on Tender documents
9. Rejection of Incomplete and Conditional Tenders
10. Non-Transferability
11. Minimum Eligibility Criteria
12. Cost of Bidding
13. Language of Bid
14. One Bid per Bidder
15. Documents Comprising the Bid
16. Bid Price
17. Bid Security
18. Signing of the Bid
19. Submission of Bid
20. Deadline for Submission of Bid
21. Modification & Withdrawal of Bid
22. Bid Opening & Evaluation
23. Process to be Confidential
24. Clarifications on Bid
25. Determination of Eligibility & Responsiveness
26. Evaluation & Comparison of Bid
27. Technical Evaluation
28. Financial Evaluation `
29. Contacting the GERMI's officials
30. Award of Contract
31. Owner's right to vary quantities at time of Award
32. Right to accept or reject any or all bids
33. Notification of Award
34. Issuing of Work Order
35. Annulment of the Award

SECTION-IV: TERMS AND CONDITIONS OF THE TENDER

36. Definition
37. Application
38. Standards
39. Insurance
40. Indemnity
41. Limitation of Liability
42. Termination for Default
43. Termination for Convenience
44. Settlement of Dispute
45. Assignment
46. Liquidate Damages
47. Force Majeure
48. Mode of Payments
49. GERMI's Right
50. Penalty for substandard / inferior quality service
51. Validity of rates
52. Scheduled date of completion of work

SECTION-V: DETAILED SCOPE OF WORK

53. Detailed Scope of Work

SECTION-VI: FORMS & PROCEDURES

SECTION-VII: PRICE BID FORMAT (SOR)

SECTION-I: INVITATION FOR BID

1. Background

Gujarat Energy Research & Management Institute (hereinafter referred to as "GERMI"), is promoted by Gujarat State Petroleum Corporation Ltd. (GSPC), a fully integrated energy company.

GERMI is a Centre of excellence in industry learning and has been set up to develop human resource assets to cater to the petroleum and allied energy sectors, improve knowledge base of policy makers and technologists and provide a competitive edge to leaders to compete in the global arena. GERMI has already established Pandit Deendayal Petroleum University (PDPU) which is actively pursuing initiatives in the areas of education and research in alternative energy resources.

2. Brief Scope of Work

Bidders shall carry out following works defined in RFP documents.

- Work for collections of 650 Soil Samples in the area of Rajkot, Jamnagar, Surendernagar, Morbi, and Amreli of Gujarat.

Further the Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such Goods not specifically mentioned in the Contract but that can be reasonably inferred from the Contract for satisfactory performance of the Scope of Work under the Contract as if performance of such Work and/or supply of Goods were expressly mentioned in the Contract.

3. Completion Schedule

The Work shall be completed in all respect as per RFP documents within period of 30 Days. Contractor has to arrange for the **two field parties** for the collections of samples. In each field, contractor should **drill not less than 15 and not more than 20 samples per day.**

4. General

For any clarifications on Bid documents/ procedures & pre-bid clarifications please contact following persons:

Mr. Jaimin Patel / Dr. P.L.Srinivasa Rao

Gujarat Energy Research & Management Institute
1st Floor, Energy Building, PDPU Campus,
Raisan village, Gandhinagar,
Gujarat-382 007

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SECTION-II BID SECURITY (ERNEST MONEY DEPOSIT) & SALIENT FEATURES & PROCEDURE

1	Tender No	GERMI/PRW /2019/01
2	Name of work	Work of collections of 650 Soil Samples in the area of Rajkot, Jamnagar, Surendernagar, Morbi, and Amreli of Gujara
3	Place of work	Gujarat Energy Research and Management Institute GERMI building, PDPU Campus, Raisan, Gandhinagar, Gujarat — 382007, INDIA
4	Bid Security cum	Rs. 10,000 (Rupees Ten Thousand only) in the form of Demand Draft in favour of Gujarat Energy Research and Management Institute, Gandhinagar
5	Performance Guarantee	Not Applicable
6	Period of Contract	This Contract has to complete the work within a period of 30 Days.
7	Last date of receipt of Tender document	Up to 09-01-2020 up to 1500 hrs
8	Date and time of opening of Bid	On 09-01-2020 at 1600 Hrs for technical bids only, price bid will be opened for qualified technical bidders and will be intimated subsequently / later on after necessary procedure and evaluation of technical bids, if any changes will be intimated to the bidders.
9	Office where Bid is to be opened	Gujarat Energy Research & Management Institute Energy Building, PDPU Campus, Raisan, Gandhinagar - 382 007, Gujarat.

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

5. Tender documents

5.1 The Tender documents consists of the following —

- i. Invitation For Bid
- ii. Bid Security (Ernest Money Deposit) & Salient Features & Procedure
- iii. Instructions to Bidders
- iv. Terms and Conditions of the Tender
- v. Detailed Scope of Work
- vi. Forms & Procedures
- vii. Price Bid Format (SOR)

The bidder(s) is/ are expected to examine all instructions, forms and terms & conditions contained in the Tender document. Failure to furnish all information required as per the Tender document or submission of bid not substantially responsive to the Tender documents in every respect will be at the bidders' risk and may result in rejection of the bid.

6. Documents / Certificates

6.1 The bidders are required to submit technical bid enclosing therewith photocopies of following documents (Documents in original should be produced for verification before signing of the agreement), failing which their bids will be summarily rejected and will not be considered any further:

- I. Registration Certificate as per existing norms (indicating the legal status — company/partnership firm/proprietorship concern, agency etc.)
- II. Copy of CST/VAT/TIN/ST Registration Certificates;
- III. Copy of PAN Card;
- IV. Copies of Income Tax Return filed for last three financial years;
- V. Copies of audited A/c Statements i.e. Balance sheets and Profit & Loss A/c for last three financial years
- VI. Copy of the Documents Required in Pre-Qualification Criteria as mentioned in the Clause No. 11
- VII. Bid Form as per SECTION-VII.

7. Clarification on Tender Documents

7.1 A prospective bidder requiring any clarification on the Tender Documents may notify the Commercial Department, GERMI in writing or by e-mail at the mailing address jaimin.p@germi.res.in. Such requests for clarifications should be sent not later than seven days prior to original or extended deadline for submission of the bids.

- 7.2** If required a bid meeting shall be held at GERMI on short notice to clarify all the information.
- 7.3** Explanation of the query but without identifying the source of the inquiry will be uploaded on to GERMI website www.germi.org for the benefit of all the prospective bidders or will be intimated individually to the concerned bidder if found specific to the bidder.
- 7.4** Any clarification issued by the GERMI in response to query raised by prospective bidders shall form an integral part of this Tender document and it may amount to amendment of relevant clauses of the Tender document.

8. Amendment of Tender Documents

- 8.1** At any time prior to the dead line for submission of bids, the GERMI may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the Tender Documents by amendment. The amendment will be uploaded on to GERMI website www.germi.org.in for the benefit of all the prospective bidders.
- 8.2** In order to give prospective bidders reasonable time for taking an amendment into account in preparing their bids, the Commercial Department may, at his discretion, extend the deadline for the submission of bids.

9. Rejection of incomplete and conditional tenders

- 9.1** The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

10. Non transferability

- 10.1** This tender is non-transferable.

11. Minimum eligibility criteria

Bidder(s) should

- 11.1** Have an minimum average annual turnover of Rs. 20 Lacs, during the last three financial years. Agency should submit full Audited Annual Reports of the past 3 years (2016-17, 2017-18, 2018-19) – **Supporting Documents Required - CA certified Copy of the last three years (i.e. 2016-17, 2017-18, 2018-19) audited financial statements or Audited Balance Sheet along with CA Certified Statement.**

- 11.2** Bidder should have positive net-worth as per last audited balance sheet ending on 31.03.19 Note: Net-worth for this purpose shall be (share capital + reserve & surplus) – (miscellaneous income + revaluation reserve) - **Supporting Documents Required - CA Certified and Audited Balance Sheet of last year ending on 31.03.19**
- 11.3** Bidder should have experience of providing such services since minimum last 5 years. It is compulsory to produce necessary certificate (work orders) along with the bid, failure to provide will lead to the rejection of the bids. – **Supporting Documents - Copy of Purchase Order & Completion Certificate**
- 11.4** Bidder should have experience of successful execution of at least 1 similar project of having minimum value of Rs.10 Lacs or more of providing Services of collection of sample to Oil & Gas Industry during last 3 years ending on tender floating date - **Supporting Documents - Copy of Purchase Order & Completion Certificate**
- 11.5** Bidder shall not be blacklisted / banned / disqualified / declared ineligible / declared having dissatisfactory performance by any government / quasi-government authority in India for supply of materials / carrying out operations and maintenance work - **Supporting Document An undertaking by an authorized signatory of the company needs to be submitted in this regard.**

NOTE:

1. Bidders not fulfilling the above threshold criteria will not be entitled for evaluation and proposal (bid) will be out-rightly rejected.
 2. Joint Ventures [JV's], Consortium or Associations shall not be permitted.
 3. In submission, if any fake or fabricated documents are found, such kind of bids shall be rejected and in such cases Earnest Money Deposit of the bidder will be forfeited.
 4. GERMI reserves the rights to cancel and or change the bidding process at any stage without assigning any reason. GERMI also reserves the right to reject any or all of the Bids received at its discretion, without assigning any reasons whatsoever.
- 11.6** However, it is informed that mere fulfilment of minimum eligibility criteria does not entitle the firm to demand that their financial bid be evaluated.
- 11.7** Any relaxation in the eligibility criteria shall be at the discretion of GERMI Management.

12. Cost of Bidding

- 12.1** The Bidder shall bear all costs associated with the preparation and submission of its bid pursuant to these bidding documents and Owner shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

13. Language of Bid

13.1 The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the GERMI shall be written in English only.

14. One Bid per Bidder

14.1 A bidder shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will cause all the proposals, in which the bidder has participated to be disqualified.

14.2 Unless otherwise specified in the RFP, alternative bids shall not be considered.

15. Documents comprising the bid

The bids prepared by the bidder shall comprise of (i) Bid Security Fees (ii) technical bid and (iii) the financial bid.

- i. Bid Security Fees in accordance with Clause No.17
- ii. The technical bid should be sealed in a separate cover and super scribed "**Hiring of Services for collections Geochemical Samples in the area of Rajkot, Jamnagar, Surendernagar, Morbi, and Amreli of Gujarat**".All the information/ documents sought should be provided with the technical bid. The documents / information sought should be in the same serial order as given in the technical bid.
- iii. The financial bid shall specify the rates / prices in the format shown in the financial bid/price schedule (Schedule-VII).

N.B. All the documents submitted in the bid must be legible and self attested, Otherwise the bid is likely to be rejected.

16. Bid Prices

16.1 The rates/ prices should be quoted in Indian Rupees only in words as well as figures. Any kind of taxes or charges as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.

16.2 Only one price should be quoted and if more than one price is quoted under different options the rate quoted by him in the first option only will be valid and considered for evaluation.

17. Bid Security (EMD)

- 17.1** Bid Security of Rs.10,000 in the form of demand draft from any scheduled bank drawn in favour of "**Gujarat Energy Research and Management Institute**" payable at Gandhinagar shall accompany the bid.
- 17.2** Bid Security shall remain valid for a period of **90 days**.
- 17.3** A bid received without it shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened.
- 17.4** Bid Security for lesser amount / not submitted in the manner prescribed will be rejected and returned to the bidder.
- 17.5** The Bid security of the unsuccessful bidder will be discharged / returned to them within **30 days** after finalization and award of the contract without any interest.
- 17.6** The bid security may be forfeited:
- i. If a bidder withdraws his bid during period of bid validity specified in the Tender document
 - ii. In the case of successful bidder, if the bidder fails to:
 - a. Sign the contract or accept the work order
 - b. Furnish the Performance security within the specified time in the document.

18. Signing of the bids

- 18.1** The bid shall be typed or printed. All pages of the Tender document shall be numbered consecutively and shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.
- 18.2** All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.
- 18.3** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person / persons signing the bid.

19. Submission of Bid

- 19.1** The bid shall be submitted in accordance with the procedure detailed herein:
- i. Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.
 - ii. **Envelope No.1** Shall contain the Bid Security as indicated in clause 15 of these instructions to bidders.
 - iii. **Envelope No.2 Shall** contains all the information and documents in the same serial order as shown in the technical bid. A covering letter also may accompany the technical bid.

iv. **Envelope No.3** shall contain the rates / prices of the items duly filled in (schedule of rates) on company's letter head and signed and stamped. The bidder must fill up quoted price against each item in the spaces provided in the respective columns.

N.B. Price should not be indicated in any of the documents enclosed in envelope 1 and / or 2.

19.2 All the above envelopes shall bear the Name of the Work as described in the Notice inviting tenders i.e. **Bid for Hiring of Services for collections Geochemical Samples in the area of Rajkot, Jamnagar, Surendernagar, Morbi, and Amreli of Gujarat** along with Tender Number, and shall be sealed in a fourth envelope (fourth envelope also should bear the name of the work as described above along with tender number, due date and time) and addressed to The Director General, Gujarat Energy Research and Management Institute, 1' Floor, GERMI Building, Knowledge Corridor, Raisan, Gandhinagar, Gujarat - 382007 and must reach on time. If the date on which the tender is opened for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day.

19.3 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.

19.4 The bidder shall seal the bid.

20. Deadline for submission of bids

20.1 Bids must be submitted to the Director General, GERMI on or before the prescribed date and time i.e. on or before 09-01-2020 by 1500 hrs.

20.2 No bids will be received/ accepted after the expiry of the prescribed date and time for submission of the bids.

20.3 GERMI management may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the GERMI and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

20.4 The responsibility for submission of the bids in time would rest with the bidder.

20.5 Telegraphic / Fax offers will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be taken as valid.

20.6 Bids received, if any, by the GERMI after the prescribed deadline/extended deadline for submission will be returned unopened to the bidder.

21. Modification and withdrawal of bids

- 21.1** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.
- 21.2** No bid may be substituted in the interval between the deadline for submission of bids and the expiration of the period of bid validity.
- 21.3** A Bidder shall not modify a bid subsequent to its submission. No Bidder shall submit any modified price bid subsequent to the submission of the bid, except in circumstances specified by Owner in this regard in this document or expressly called by Owner. Any such revision of technical bid and price bids without Owner requesting the Bidder to do so will be summarily rejected and not considered in the bid evaluation.

22. Bid Opening and Evaluation

- 22.1 Envelop No.1** containing the bid security shall be opened by the Committee **at 4.00 P.M on the last date for submission of the bids** in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the Bid Security is not found as prescribed the bid shall be summarily rejected.
- 22.2 Envelop No. 2** containing the technical bid shall then be opened. Bids shall be numbered serially. The bidder's names, documents submitted/ not submitted and such other details as the Committee, at its discretion may consider appropriate shall be announced at the bid opening.
- 22.3** The Technical Committee shall examine/ evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc. **For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the Tender document without material deviation.**
- 22.4** The **Financial bids** of technically qualified bidders only will be recommended for opening and consideration by the empowered Committee. The said Committee will evaluate the bids to determine whether (i) they are complete; (ii) the requisite bid securities have been furnished; (iii) the bids have been properly signed and stamped; and (iv) the bids are generally in order.
- 22.5 Envelop No.3:** Containing the sealed price bid of bidders whose bid is found to be generally in order and substantially responsive shall be opened at a subsequent date (after completion of the analysis of the technical bids and recommendations thereof) to be intimated in advance to such eligible bidders.
- 22.6** Only summary of prices quoted by the bidders will be read out.

23. Process to be confidential

- 23.1** After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 23.2** Any effort by the bidder to influence the GERMI in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

24. Clarification of Bids

- 24.1** GERMI, if necessary, will obtain clarification on the bid by requesting for such information/clarifications from any or all Bidders, either in writing or through personal contact, as may be necessary, and the bidders are advised to refrain from contacting by any means GERMI and / or their employees / representatives on their own, on matters related to bids under consideration. Bidders will not be permitted to change the substance of Bids after opening of Bids.

25. Determination of Eligibility & Responsiveness

- 25.1** The empowered Committee will determine whether the bid is substantially responsive to the requirements of the Tender documents. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms & conditions and specifications of the Tender documents without any deviation or reservation.
- 25.2** A bid which in relation to the cost estimates of the empowered Committee is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

26. Evaluation and Comparison of Bids

- 26.1** Owner shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 26.2** Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary.
- 26.3** Bids shall be evaluated on the basis of net cost to owner.

27. Technical evaluation

- 27.1** GERMI shall evaluate the technical bids to determine whether they are complete, whether documents have been furnished, properly signed and whether the bids are generally in order.
- 27.2** Prior to financial evaluation, the GERMI will determine the substantial responsiveness of each bid to the Tender document. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the Tender documents without any deviation or reservation. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 27.3** A bid determined as substantially non responsive will be rejected by the GERMI and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

28. Financial evaluation and comparison of substantially responsive technical bids

- 28.1** The GERMI shall shortlist those who are eligible and submitted substantially responsive technical bids for opening of financial bid. Successful bidders would be called to attend opening of financial bids. **The financial bids of unsuccessful bidders would not be opened.**
- 28.2** Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt as follows:
- i. Where there is discrepancy between amounts in figures and in words, amount in words will govern;
 - ii. Incorrectly added totals will be corrected;
 - iii. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail;
 - iv. If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection.
- 28.3** The GERMI may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

29. Contacting the GERMI officials

- 29.1** From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Owner on any matter related to its bid, it should do so in writing.
- 29.2** Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

30. Award of Contract

30.1 The contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and to be substantially responsive to the Tender documents and who has offered the lowest evaluated bid (**subject to the selection of the sample by the empowered committee**) provided further the bidder has the capability and resources effectively to carry out the contract works.

30.2 Notwithstanding the above Clause 30.1, Owner reserves the right to negotiate the terms and contract including the prices before award of the Contract and if negotiations with the lowest evaluated party fails, the Owner may proceed to negotiate with the next lowest Bidder.

31. Owner's right to vary quantities at time of Award

31.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and/or Services originally specified in Price Bid Format (SOR), without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

32. Right to accept / reject any or all Bids

32.1 Notwithstanding anything contain, GERMI management reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

33. Notification of Award

33.1 GERMI will notify the successful bidder in writing by issuing Letter of Award and/or Purchase Order that their bid has been accepted. Issuance of the Letter of Award or Purchase Order, whichever is earlier, by GERMI will constitute the formation of a Contract.

33.2 Contractor shall proceed to start the work immediately from the date of issuance of Contract and complete the work in all the aspects as per scope, within Project Completion scheduled defined in the tender.

34. Issuing of work order

34.1 Within (7) days of the notification of award by the successful bidder shall sign, date & return the same to the owner as a token of acknowledgement.

35. Annulment of the Award

- 35.1** Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the GERMI may make the award to any other bidder at the discretion of the GERMI or call for new bids.
- 35.2** GERMI reserves the right to disqualify the Contractor for a suitable period who habitually failed to supply the required services in time. Further, the Contractor whose items do not perform satisfactorily may also be disqualified for a suitable period as decided by the GERMI.
- 35.3** GERMI reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

SECTION - V. TERMS AND CONDITIONS OF THE TENDER

36. Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- 36.1** "Agency" or "Contractor" shall mean the bidder to whom the Notification of Award has been issued by the Owner.
- 36.2** "Applicable Laws" shall mean any law, legislation, statute, act, by-laws, rule, regulation, ordinance, order, decree, protocol, notification, policy, by-law, administrative guideline, ruling, instruction, directive, consent, license, approval, permit, judgment, court order, treaty or any interpretation thereof by any Governmental Authority or Person acting under the authority of any Governmental Authority in India, as may be in force and effect during the subsistence of the Contract.
- 36.3** "Approved" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approval in writing including aforesaid.
- 36.4** "Arbitration Act" shall mean the Arbitration and Conciliation Act, 1996 as applicable in India and (or any enactment/amendment replacing/amending such Arbitration Act) and rules and regulations made there under.
- 36.5** "Bid" means, the offer submitted by the Bidder against this Bidding Document.
- 36.6** "Bidder" means a Bidder that has submitted a Bid to the Owner, in relation to the Project.
- 36.7** "Completion" means the fulfilment of the Scope of Work by the Contractor in accordance with the terms and conditions set forth in the Contract.
- 36.8** "Completion Period" means time period specified by the Owner in tender documents for the completion of work.
- 36.9** "Completion Certificate" shall mean the certificate to be issued by the Officer-in-Charge or its Authorized representative when the works have been completed in accordance with the contract and to the satisfaction of Officer-in-Charge or its authorized representative.
- 36.10** "Contract means the LOA and/or PO issued by Owner to Contractor for awarding the work, with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 36.11** "Contract Documents" means the documents listed in the LOA and/or PO including Tender documents and any amendments thereto.

- 36.12** "Contract Value" or "Contract Price" shall mean the price payable to the Contractor under the Contract for the full and proper performance of his entire contractual obligations.
- 36.13** "Contractor's Equipment" means any and all plant, facilities, equipment, implements, supplies, structures, material, machinery, tools, apparatus, appliances or things of every kind required in or purchased, rented or furnished for or in connection with installation, completion and maintenance of Facilities and not constituting Plant and Equipment.
- 36.14** "Defect Liability Period" means the period of validity of the warranties and guarantees given by the Contractor commencing at Completion of the Facilities or a part thereof by the Owner, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof).
- 36.15** "Effective Date" shall be the date of issuance of Letter of Award or Purchase Order whichever is earlier by Owner".
- 36.16** "Goods" shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Contractor to complete the contract.
- 36.17** "Gross Negligence" shall mean (i) the failure to perform a manifest duty, in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of another; or (ii) any act or failure to act which, was in reckless disregard of or wanton indifference to the consequences to the life, health, safety or property of another.
- 36.18** "Owner" or "Purchaser" means Gujarat Energy Research & Management Institute (GERMI) having its registered office at PDPU Campus, Raysan, Gandhinagar, Gujarat.
- 36.19** "Purchase Order" shall mean the detailed Order issued by the Owner to the successful Bidder.

37. Application

- 37.1** The general conditions shall apply in contracts made by the GERMI for the hiring of Services.

38. Standards

- 38.1** The services provided under this contract shall conform to the general standards applicable on hiring of people on wages as per the laws of India.
- 38.2** The bidder should furnish all the details of applicable standards and whether they have followed the same or not.

39. Insurance

- 39.1** For its risks and liabilities assumed hereunder, the Contractor shall, at its own expense procure and maintain as a minimum, the insurances of their personnel as set out in this clause or as may be required under Applicable Laws, and ensure that they remain in full force and effect throughout the Term of the Contract.
- 39.2** The provisions of this clause shall in no way limit the liability of the Contractor under the Contract or Applicable Laws.
- 39.3** The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless the GERMI, their respective officers, directors, employees, agents and other persons with whom GERMI may be associated from and against all Claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- 39.4** Loss of or damage to property of the Contractor whether owned, hired, leased or otherwise provided by the Contractor arising from or relating to the performance of the Contract;
- 39.5** Personal injury including death or disease to any person employed or engaged by the Contractor arising from or relating to the performance of the Contract.

40. Indemnity

- 40.1** The Contractor shall be responsible and liable at all times, including time in storage, in transit, or at Owner's Site location, for damage to or destruction of Material, Equipment and any other property of Contractor or any of its Subcontractors and their respective employees or agents, unless such loss, damage or destruction is caused by or contributed to by the gross negligence or the wilful misconduct of the Owner.
- 40.2** The Contractor shall indemnify and keep the Owner harmless from any and all losses and claims arising out of or any delay, failure or default of the Contractor in connection with the Contract or other obligations hereunder directly or indirectly associated herewith and/or arising from all claims, losses, liabilities, costs (including legal costs), damages, liabilities and expenses of every kind and nature relating to such loss or damage in respect of:
- a. personal injury, illness or death of any of Contractor's personnel (except if directly caused by the Gross Negligence or Willful Misconduct of Owner);
 - b. loss or damage to Contractor's property (except if directly caused by the Gross Negligence or Willful Misconduct of Owner);
 - c. Loss or damage caused to the Owner and/or cost incurred by the Owner (including in respect of any injury to the person or property of any third party) on account of

failure of the Contractor to perform its obligations / duties/ responsibilities in accordance with and / or as envisaged in the Contract;

- d. Failure by Contractor to proceed with work in accordance with the determinations, instructions and clarifications of Owner pending disagreement, dispute, protest, request for arbitration/ court proceedings;
- e. Breach of Applicable Laws by the Contractor;
- f. Negligence or Wilful Misconduct by the Contractor;
- g. Breach/ infringement by Contractor of any intellectual property right;
- h. Breach of any confidentiality obligations by Contractor;
- i. Non-payment of dues payable to its Sub-contractors/suppliers/vendors etc.

40.3 The obligations of Contractor to indemnify and hold harmless Owner from and against claims referred to in this Clause or other provisions of this Contract shall not be limited or reduced by any insurance provided in Contract, except to the extent that the proceeds of any such insurance shall be applied to reduce claims made against Owner.

40.4 If any proceedings are brought or any claim is made against the Owner that might subject the Contractor to liability under this Clause, the Owner shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Owner's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

40.5 If the Contractor fails to notify the Owner within seven (7) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Owner shall be free to conduct the same on its own behalf at Contractor's cost. Unless the Contractor has so failed to notify the Owner within the seven (7) day period, the Owner shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

40.6 The Owner shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all expenses incurred in so doing.

40.7 Should the Owner have to pay any money or incur any other liability in respect of such claims or demands as aforesaid, the amount so paid and the costs incurred by the Owner, it shall be charged to and forthwith reimbursed by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without the consent or authority of the Contractor.

40.8 In this Clause:

the term "Owner" shall deemed to include its affiliates, other owner appointed contractors, personnel, officers, directors, employees and agents but shall not include Contractor; and

the term "Contractor" shall deemed to include all its subcontractors, personnel, officers, directors, employees and agents but shall not include Owner

The provisions of this Clause and any other provision under this Contract providing for an indemnity shall survive termination of the Contract.

41. Limitation of Liability

41.1 The final payment by the Owner in pursuance of the Contract terms shall not mean release of the Contractor from all his liabilities under the Contract. The Contractor shall be liable and committed under this Contract to fulfil all his liabilities and responsibilities, till such time the Contract Performance Guarantee is released by the Owner.

41.2 Provided that the Contractor shall continue to remain responsible for all liabilities which arise on account of Gross Negligence, Wilful Misconduct, breach or fraud, even beyond the release of Performance Bank Guarantee. However, the Contractor shall not be liable to the Owner for any indirect or consequential loss provided that this exclusion shall not apply to any obligation of the Contractor to pay any Penalty / Liquidated Damages to the Owner. Except in the case of Gross Negligence or Wilful Misconduct or fraud, the aggregate liability of the Contractor to the Owner under the Contract shall not exceed the total Contract Price. However, this limitation of liability shall not limit the liability to 100% of the Contract Price and the Contractor shall continue to remain responsible for all liabilities beyond 100% of the Contract Price which arise on account of;

1. The cost of repairing or replacing goods/ material supplied by the Contractor, or
2. Any obligation of the Contractor to indemnify the Owner with respect to infringement of intellectual property rights, or
3. Breach of Applicable Laws.
4. Breach of confidentiality requirements set forth in this Agreement or Applicable Law, or
5. In case of negligence, breach, fraud, Gross Negligence or Wilful Misconduct of the Contractor.

Termination for Default

42.1 The GERMI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part, if

- i. the Contractor fails to deliver the quality service within the time period(s) specified in the work order., or any extension thereof granted by the GERMI;
- ii. the Contractor fails to perform any other obligation(s) under the Contract; and
- iii. the Contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the GERMI may authorize in writing) after receipt of the default notice from the GERMI.

42.2 In the event the GERMI terminates the contract in whole or in part GERMI may hire, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Contractor shall be liable to the GERMI for any excess cost for such similar services. However, the Contractor shall continue the performance of the contract to the extent not terminated.

42. Termination for Convenience

43.1 Owner may terminate the Contract either in whole or part without assigning any reason after giving notice in writing of Seven (7) days to the Contractor. Upon termination, the Contractor shall stop all work on receipt of such notice of termination, unless directed otherwise by Owner. Upon such Termination, the Contractor shall be paid compensation only for the Work already performed in accordance with the provisions of the Contract till the effective date of the termination of the Contract as per the notice of the termination issued by the Owner to the Contractor and approved by the Owner. However in no event such payment shall exceed the Contract Value.

43. Settlement of disputes

44.1 All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Director General, GERMI or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

44. Assignment

45.1 This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and duly permitted assignees. The Contractor shall not, without the express prior written consent of the Owner, assign to any other party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under. Provided, nevertheless, that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

45.2 The Owner hereby reserves its right to assign to any other party whatsoever, the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under with prior written intimation to the Contractor and the Contractor hereby agrees to give full effect to such assignment and to enter into such Contracts and provide such information, documents, consents as are reasonably customary and required by the assignees in connection with such assignments.

45. Liquidated damages

46.1 If the Contractor for any reason other than Force Majeure, fails to timely mobilise Personnel / manpower at Designated Site as per the time schedule mentioned in the work order or any other date notified by the GERMI or fails to timely commence, continue or perform the Service in accordance with the terms of this Contract or if the Agency repudiates the Contract before completion of the Services in accordance with the Contract or otherwise commits the breach of any of the provisions of the Contract, the GERMI may without prejudice to any other right or remedy, shall have

a right to seek payment from the Contractor and the Contractor shall pay to GERMI, as ascertained and agreed liquidated damages, and not by way of penalty, point five percentage (0.5%) of total Order Value for each week or part thereof of such late commencement of the Service or each interruption of Service up to a maximum of Ten percent (10%) of total Contract Price. The payment of liquidated damages pursuant to this section shall not affect the rights of GERMI as per Contract or Applicable laws including the following rights to:

- i. Terminate the Contractor or a portion or part of the Service thereof at any time during the Term of the Contract and/or,
- ii. Recover damages resulting from Contractor's breach of any of the provisions hereof and/or,
- iii. Get the Service done by any other contractor at the risk and cost of the Contractor and/or.
- iv. Invoke Performance Security Deposit or any other security provided by the Contractor and/or,

- v. Recover actual and/ or amount payable by the GERMI to its contractors or Subcontractors or third party for standby charge and / or rentals for the services relating to the Service.

46.2 By way of abundant caution, it is clarified that in addition to recovering liquidated damages, GERMI may exercise any one or more of its rights mentioned above as per the Contract and the Applicable Law.

46. Force Majeure

47.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as "events") provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall due to such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the GERMI as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

47. Mode of Payment

48.1 Payment against Bill / Invoice shall be released only after execution of the scope of work and the quality of the services are found to the satisfaction of the GERMI.

48.2 90% payment shall be released within 30 days against the successfully completion of services& acceptance of undisputed invoice duly certified by GERMI's Environment Department in charge& balance 10% payment shall be within 90 days after completion of services& acceptance of undisputed invoice

48. GERMI's Rights

49.1 The GERMI reserves the right to accept/reject any or all of the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.

49.2 The GERMI reserves the right to award the contract to more than one Bidder.

49.3 The GERMI reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

49.4 If a firm after award of the contract violates any of the terms and conditions fails to honour its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. Bid Security /performance security shall be forfeited.

49. Penalty for substandard / inferior quality service

50.1 If the selected bidder/firm does not supply the skilled manpower/ does not provide quality material or make available such things within the stipulated period as may be indicated by the GERMI, the GERMI reserves the right to arrange the supply from another firm and the bidder will have to reimburse the additional expenditure, if any, incurred by the GERMI and the PSD submitted by the bidder will be forfeited.

50. Validity of rates

51.1 Rates quoted should be valid for 90 days from the last date of submission of bids. Bids quoting the rates valid for periods less than that will be considered non responsive.

51. Scheduled date of completion of work

52.1 This Contract shall be deemed to have come into effect and force and be binding on the Parties with effect from the date of work order issued and the entire scope of work shall have to be completed within a period of 30 Days.

52.2 Contractor has to arrange for the two field parties for the collections of samples.

52.3 In each field, contractor should drill not less than 15 and not more than 20 samples per day.

SECTION-V. DETAILED SCOPE OF WORK

52. Detailed Scope of Work

53.1 Bidders shall carry out following works defined in RFP documents.

➤ **Surveying**

Surveying of reference points, traversing, staking, gridding with required interval is to be carried out by the competent surveyor. The reference points and base line shall be fixed by GPS. The staking of exact sample locations on the ground is to be carried out by the surveyor, skilled labour in the presence of GERMI officials.

Vendor/contractor shall be required to submit the traverse report in triplicate to the GERMI officials or representatives. The traverse report should clearly define the direction, profile number, GPS number and man-made objects so as to recognize the sampling locations on the ground.

➤ **Drilling**

The drilling shall follow the survey and verification of traversed profiles and pickets and its due approval by GERMI officials or representative. Dry holes should be drilled **manually up to 3.0 meters to 5.0 meters**. Any other drilling medium or water should not be used during the collection of sampling. Vendor/contractor shall be responsible for the correct depth and perfect condition of the holes until the sample is collected. Exemptions will not be given regarding depth variations.

➤ **Sampling**

Soil samples shall be collected by coring device from the bottom of the hole and the core shall be at least sufficient length & diameter. Drilled hole shall be closed properly after collection of sample from it. Each sampling should be carried out in presence of GERMI officials/representatives. Sample weight should not be less than **350 grams**. Vendor/contractor should drill **not less than 15 and not more than 20 samples per day**. **Two field parties** will be allowed after inspection of sufficient resources for conducting field work. A sample register should be maintained with Sl.No. Sample ID, GPS ID, Latitude, Longitude, Elevation of sample location, area name and any land marks. Grid Interval should be 4km X 4km and depth of Interval should be 3 meters to 5 meters.

➤ **Packing**

Each undisturbed soil sample shall be immediately wrapped in an aluminum foil followed by polythene pack and then packed in a plastic lined thick paper bag. The samples should bear the details of Sample ID, GPS ID and date of collection. A **lot of 50 samples** should be properly packed in heavy duty cartoonsto avoid any contamination / transit damage etc.

➤ **Dispatching of samples**

Vendor/Contractor should submit **every 100 collected soil samples** to Petroleum Research Lab, Ist floor, GERMI with acknowledgement from GERMI officials.

53.2 Functional responsibilities of Contractor

- i. Vendor/Contractors should provide a travel/accommodation/food to the GERMI officials, who are visiting the sample site. One GERMI employee shall be accomplished with each field party.
- ii. **Each field party** should contain First Aid Kit and the following Personnel & instruments.

Following Personnel & Instruments required at the time of execution of Work
Personnel:

- Surveyor
- Supervisor
- Driller
- Drilling laborers
- Maintainer & fitter

Instrument:

- G.P.S
- Compass
- Survey tools
- Manual drill equipment and tools
- Core catcher
- Hit sealing machine

- i. The Contractor shall execute the services as per Scope of Work (SOW) to the satisfaction of the Owner. Contractor shall be liable for any lapses observed in execution of services.
- ii. The Contractor shall be responsible to pay Salaries on or before 5th day of every month for the man-power deployed under the Contract, irrespective of payment received from Owner.
- iii. The Contractor shall be solely responsible for the Salaries of man-power deployed under the contract, as per the latest "Minimum Wages Act" notification issued by government. Further, Contractor shall be responsible to pass on escalations on statutory components like EPF, ESIC/WS, Bonus etc. as may be applicable, as per the latest "Minimum Wages Act" notification issued by government.
- iv. The Contractor/ Service personnel/ man-power deployed under the contract shall make their own arrangement for the accommodation, medical assistance, transportation/ conveyance arrangement, water arrangement and Owner shall have no obligation in this respect. The Owner shall not be responsible for providing any medical assistance to the Contractor personnel.
- v. The Contractor shall be solely responsible for providing all necessary administrative, logistic support and provide PPE as may be required to all their personnel deployed at Site to perform the services/ work.
- vi. The Contractor shall be responsible for the discipline and good behaviour of all their deployed man-power under the Contract.

SECTION-VI: FORMS & PROCEDURES

COVERING LETTER FOR SUBMISSION OF THE BID
{Required on the letter head of the bidder}

Ref. No.:

Date:

To,
Gujarat Energy Research and Management Institute
PanditDeendayal Petroleum University Campus
Raisan Village, Gandhinagar - 382 007.

Our Offer No.:

Dear Sir,

With reference to the above:

1. I/We (Bidder Name _____) hereby confirm that the required work shall be performed as per tender document within the specified completion period. A separately signed and accepted, Schedule of Rates quoted for the complete material required / quoted in accordance with Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, Technical specifications and other documents and papers, all as detailed in the Tender documents is also submitted.
 2. I/We also agree to pay the Bid Security (Earnest Money Deposit) and accept the terms and conditions laid down in the memorandum below in this respect. **MEMORANDUM:**
 - a) General Description of Work: _____
 - b) Bid Security (Earnest Money deposit): (Rupees)_____

The Bid Security (EMD) is payable in the manner set out in para 5 below & also as per the format attached.

The Bid Security (EMD), if the tender is accepted, will be adjusted against the Security Deposit, when paid by demand draft only.

 - c) Performance Bank Guarantee:
10% of the contract value which will be paid in the manner set out in the tender conditions & as per the format attached.
3. Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit and pay to GERMI or its successors or its authorized nominees such sums of money as are stipulated in conditions contained in General Tender Notice and other Tender Documents.

4. I/We hereby pay the Bid Security (EMD) of Rs. _____ (Rupees _____) in Bank Demand Draft issued by _____ in favour of Gujarat Energy Research and Management Institute., Gandhinagar.

I/We enclose herewith evidence of my/our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed proforma.

(Seal & Signature of the Bidder)

F-1 BIDDER'S GENERAL INFORMATION
{Required on company's letter head}

To,
Gujarat Energy Research and Management Institute
PanditDeendayal Petroleum University Campus
Raisan Village, Gandhinagar - 382 007.

Sr. No.	Details	Submitted by Bidder
1	Bidder's Name	
2	Number of Years in Operation	
3	Address of Registered Office	City/ State/ Country/ PIN/ZIP
4	Address of Local office	City/ State/ Country/ PIN/ZIP
5	Phone Number	(Country Code) (Area Code) (Telephone Number)
6	Fax Number	(Country Code) (Area Code) (Telephone Number)
7	E-mail address	
8	Website	
9	Bid Currency	INR
10	Whether Supplier/ Contractor / Manufacturer/ Dealer/ Trader	
11	ISO Certification, if any	
12	Registration under Company's act 1956	
13	Banker's Name & Branch	
14	Branch Code	
15	Bank account number	
16	PAN No.	
17	PF No.	
18	CST No.	
19	Local ST/ VAT No.	
20	Excise Registration No.	
21	NSIC / SSI Registration No.	
22	Service Tax Registration No.	
23	GST Registration No.	

Sign & Seal of the Vendor

F-2 NO DEVIATIONS AND ACCEPTANCE OF TENDER DOC

{Required on company's letter head}

To,
Gujarat Energy Research and Management Institute
PanditDeendayal Petroleum University Campus
Raisan Village, Gandhinagar - 382 007

We (Bidder's name _____) confirm our acceptance of tender no. _____ in totality which comprising of RFP, T&C, Specifications, Forms & Procedures, Price bid format, addendums, corrigendums, clarifications etc. and withdraw all deviations raised by us, if any.

Authorized Signatory with seal.

Date:

Place:

SECTION-VII: Schedule of Rates (Financial Bid) / Bill of Quantity					
(On letter head of the Agency)					
Tender: Hiring of Sevice for Collection of 650 Soil Samples			Tender No. -GERMI/PRW/2019/01		
(Amt in INR)					
SECTION-VII: PRICE BID FORMAT (SOR) - Detailed					
Sr. no.	Item Description	Basic Amount A	GST Rate (%) B	GST Amount C=A*B	Total Amt D=A+C
1	Collections of 650 Soil Samples in the area of Rajkot, Jamnagar, Surendernagar, Morbi, and Amreli of Gujarat				
2	Travel/accommodation/food to the GERMI officials, who are visiting the sample site				
TOTAL AMOUNT					