

# **Request for Quotation (RFQ)**

**For**

## **Drilling of Two Bore Wells at Dholera, Gujarat for Measurement of Geothermal Parameters**

**RFQ No: PDP/CEGE/2015-16/Dholera/Borewell/01**

**Centre of Excellence for Geothermal Energy (CEGE)  
Pandit Deendayal Petroleum University  
Knowledge Corridor, Raisan,  
Gandhinagar, Gujarat 382007, India**

**July 2015**

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**SECTION-I**  
**INVITATION TO BIDDERS**  
**Centre of Excellence for Geothermal Energy (CEGE)**  
**Pandit Deendayal Petroleum University**  
**Knowledge Corridor, Raisan,**  
**Gandhinagar, Gujarat 382007, India**

**Request for Quotation (“TENDER DOCUMENT” or “BID”)**

Centre of Excellence Geothermal Energy (Hereinafter referred to as “CEGE”), Pandit Dendayal Petroleum University (PDPU), invites sealed bids from eligible Bidders/Firms for the following services under single stage composite bid,

<b>IFB No.</b>	<b>Service Requirements</b>	<b>Issue of Bid Document / Bid Bond / Bid Submission Date / Opening Date &amp; Time</b>	<b>Contract Period</b>
PDPU/CEGE/Borewell /2015/01		20.07.2015 to 31.07.2015 (upto 16:00 Hrs) / Rs. 25,000.00 / 10.08.2015 (16:00 Hrs) / 11.08.2015 at 16:00 Hrs (Technical Bid) and 12.08.2015 at 16:00 Hrs (Commercial Bid)	5 months from the date of issue of Letter of Award (LOA). The successful bidder must complete the entire job within 5 months of issue of LOA

Bid Documents (non-transferable) can be obtained from the website of PDPU through the following link <http://www.pdpu.ac.in/tendernotice.html> on application. The details are available at Website [www.pdpu.ac.in](http://www.pdpu.ac.in).

CEGE, PDPU is desirous of engaging the Contractor for tendered services for the below mentioned sites (Refer Figure 1) Through this tender. Outlined hereinafter, is a comprehensive Bid package that the bidder are requested to go through carefully. The bid must be in compliance with the requirements, specifications, and other applicable attachments, including CEGE, PDPU’s terms and conditions.

The evaluation of bid is a two stage process. In the first stage, Technical Bid of each Bidder will be evaluated based on the quality of equipment, manufacture year of equipment, acceptable delivery, adhering to terms of references and work specifications mentioned in the later part of the bid document. The technically qualified bidders will be evaluated in the second stage for awarding the Rate Contract, while weighting price substantially. The final decision lies with CEGE, PDPU based on advantageous offer proposed by the bidder.

CEGE, PDPU reserves the right to reject or accept, in whole or in part, any Bid, or to negotiate Rate Contract terms with any individual firm when such is deemed by CEGE to be in its best interest. CEGE, PDPU will be under no obligations to provide reasons for accepting or rejecting a Bid.

The Bidders Response Acknowledgment Form (as indicated in **Attachment-1**) must be completed and returned via email to [manan.shah@spt.pdpu.ac.in](mailto:manan.shah@spt.pdpu.ac.in) as attachment within two (2) working days of receipt of Bid package. This is to alert CEGE about the total number of expected responses, and to ensure that Bidders received the Bid package.

Bidders are required to furnish Bid Bond for an amount of INR 25,000/- (Indian Rupees Twenty Five Thousand only). Bid Bond is required to be furnished in a format as attached herewith (see **Attachment -6**). Bid Bond shall be returned to all unsuccessful bidders within one month after completion of tendering process. Bid Bond amount shall be submitted through a Demand Draft / Banker's cheque in favour of 'Pandit Deendayal Petroleum University' payable at Ahmedabad drawn on any Schedule Bank.

Non-compliance with the bidding instructions, except as permitted by the Bid and/or late arrival of your Bid shall result in your Bid not being considered

Sincerely Yours,

**For Centre of Excellence for Geothermal Energy (CEGE)**

**Mr. Manan Shah**

Research Scientist

Centre of Excellence Geothermal Energy (CEGE)

Pandit Dendayal Petroleum University (PDPU)

**SECTION-II**  
**INSTRUCTION TO BIDDERS**

1. SEALED ENVELOPES containing the Tender shall be marked with the above Tender Number and description of work. Bids can either be hand delivered or can be couriered to the address stated below:

**Mr. Manan Shah**

**Research Scientist**

Centre of Excellence Geothermal Energy (CEGE)

Pandit Dendayal Petroleum University (PDPU)

Knowledge Corridor, Raisan, Gandhinagar

Gujarat – 382007

Contact No: +91-9429613506 (M)

2. All tenderers shall deposit the requisite Bid Bond along with the Tender in the form of Demand Draft/Banker's Cheque in favour of 'Pandit Deendayal Petroleum University' and payable at Ahmedabad. This Bid Bond shall be refunded to all unsuccessful tenderers, but is liable to be forfeited in full or part, at CEGE, PDPU's discretion, as per Clause No. 5 below. Tenders received without Bid Bond in the manner specified above will be summarily rejected. Technical and Commercial Bids are to be submitted separately in sealed envelopes. The bids are to be submitted in duplicate. (One in original and one photocopy of the original).
3. Tenders will be received upto 16:00 hrs (IST) on the date as mentioned above and opened on 11<sup>th</sup> August, 2015 at 16:00 hrs (IST) for Technical Bid and 12<sup>th</sup> August, 2015 at 16:00 hrs (IST) for Commercial Bid at HEAD-CEGE'S office. However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays and Sundays.
4. The rates shall be quoted per site as specified in the Schedule of Work and shall be in words as well as in figures. No overwriting shall be allowed. In case of discrepancy the site rate quoted in words shall be considered to be correct. Bidders to sign & stamp the submitted rates sheet.
5. CEGE, PDPU reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.
6. (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Bid Bond in full.

- (b) Once a withdrawal letter is received from any bidder, after opening of bid, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
7. The tender rates must be valid for 150 (One hundred & fifty) days from the date of opening of the tender.
  8. Conditional tenders are liable to be rejected at the discretion of the CEGE, PDPU.
  9. Sealed Tenders can be sent by hand at the office of CEGE, PDPU or can be sent by registered post addressed to

**Mr. Manan Shah**

**Research Scientist**

Centre of Excellence Geothermal Energy (CEGE)

Pandit Dendayal Petroleum University (PDPU)

Knowledge Corridor, Raisan, Gandhinagar

Gujarat – 382007

Contact No: +91-9429613506 (M)

- so as to reach his office before scheduled closing date and time. CEGE, PDPU will not be responsible for any postal delay or non-receipt of the same.
10. The work may be split up amongst more than one contractor at the sole discretion of CEGE, PDPU.
  11. The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences (as applicable to the bidder) in support of the same.
  12. The selected tenderer will be required to enter into a formal contract with CEGE, PDPU which will be based on Standard Form of Contract.
  13. The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the CEGE in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to CEGE for any reason. This Security Money shall be non-interest bearing.
  14. The work shall have to be started within seven days from the date of LOA.
  15. Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the CEGE, PDPU to

recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

16. The contractor will be required to allow CEGE, PDPU officials to inspect the work site.

17. DISCOUNTS / REBATES.

17.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

17.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount / rebate, the contract shall be awarded after taking into consideration such discount / rebate.

These provisions shall be incorporated suitably in the Bid Document

18. BACKING OUT BY BIDDER

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited.

19. BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA

In case LOA issued is not accepted by the L1 bidder or the Performance Bank Gaurantee is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Bond shall be forfeited.

20. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Bond shall be forfeited, besides the legal action.

### **General Instructions**

1. Bidders must review the Scope of Work and the equipment/materials/personnel being offered are as per industry standards. CEGE, PDPU retains the right to modify the terms of the Bid or any of the sections/attachments/formats at any time. Same shall be intimated to the bidder.
2. Bidders must review the Technical Specifications, Scope Document and ensure that the equipments/materials being offered are as per specifications prescribed in this document.
3. Bidder must review the **terms & conditions** before providing details on the Commercial Part as specified in this document.
4. Bids from agent / agent's representatives will not be accepted, unless backed by valid Letter of Authorization.
5. Responsibility for the timely delivery of the Bid package before the Bid Due Date rests solely

with the Bidder. Bidders are encouraged to submit the Bid early. CEGE, PDPU will open Bids only after the Bid Due Date. All Bids will be opened at one time.

6. Once a Bid is submitted no changes will be permitted to be made by the Bidder except in relation to clarifications sought by CEGE, PDPU on the Bid.
7. The Bid shall be duly signed and sealed by the Executive Officer/or the Authorized Representative of the Bidder's organization/company.

### **Specific Instructions**

Bidders must seek any clarifications with respect to this document 2 days prior to the Bid Submission Date.

### **Submitting of Bids**

1. A two-bid system, i.e. **“Technical Unpriced Bid”** and **“Commercial Price Bid”** shall be followed.
2. Bids are to be submitted in duplicate i.e. two (2 copies each) i.e. Technical Unpriced Bid and Commercial Price Bid separately.
3. Each of the Technical Unpriced Bid and Commercial Price Bids shall be properly identified as **“Original Technical Unpriced Bid”** & **“Copy Technical Unpriced Bid”** / **“Original Commercial Price Bid”** & **“Copy Commercial Price Bid”**.
4. The **“Original Technical Unpriced Bid”** along with one more **“Copy Technical Unpriced Bid”** shall be submitted in a separate sealed envelope. The same procedure shall be adopted for the submission of the **“Original Commercial Priced Bid”** and **“Copy Commercial Priced Bid”**.
5. The entire Bid is then needed to be placed in a cloth-lined envelope duly sealed and super scribed as:

**Drilling on Two Bore Wells at Dholera, Gujarat for Measurement of Geothermal Parameters**

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TO BE OPENED BY ADDRESSEE ONLY

The Bids shall be sent to the following address:

**Mr. Manan Shah**

**Research Scientist**

Centre of Excellence Geothermal Energy (CEGE)

Pandit Dendayal Petroleum University (PDPU)

Knowledge Corridor, Raisan, Gandhinagar



Gujarat – 382007

Contact No: +91-9429613506 (M)

6. The technical un-priced offer of the Bidder will be opened and evaluated first. If the offer is technically acceptable; has provision or an acceptable alternative to the requirements specified in this document; and conforms to other non-commercial requirement as may be decided by CEGE, PDPU then the commercial priced offer will be opened and evaluated.
7. In the Technical Unpriced Bid, all the technical attachments as mentioned in the document should be submitted which would include **compliance with Technical Specifications** and all Price information should be left blank. The Commercial part should be a comprehensive package which should include all Price information as well as “Technical” bid information.
8. Bidder shall submit their general and financial details along with the relevant supporting documents as indicated at **Attachment-5**.
9. **Bid Bond:** Bidders are required to furnish Bid Bond as per Attachment-6 and as mentioned in the tender. The format for the Performance Bank Guarantee shall be as per **Attachment-3** of this document. It is mandatory that all bidders should submit Bank Guarantees from any one of the Public Sector Bank in India or from any one of the banks listed at Attachment-4 “List of approved Banks for providing Bank Guarantee”. CEGE, PDPU reserves the right to reject the bid submitted without bid bond on the bid submission date. The original Bid bond should be placed immediately after the covering letter of the Original Technical Unpriced Bid. There should be a photocopy of the bid bond after the cover letter in the Copy Technical Unpriced Bid.

### **Commercial Proposal Requirements**

1. Prices quoted shall be in Indian Rupees.
2. Prices should be quoted in **Price Bid** conforming to the format provided therein. Prices quoted in the bid shall be firm and binding for the agreed Contract period.

### **Technical Proposal Requirements**

1. The Bidder must adhere to the Technical Specification requirements as mentioned in the RFQ and state the same in the “Technical Bid”.
2. The Bidder shall state in its Bid proposal that it has experienced personnel available in the number and disciplines required for the Scope of Work and performance of the Services, and that it will commit the resources needed to carry out the Work in a timely, work-man like and professional manner. The Bidder is to satisfy CEGE, PDPU regarding the Bidder’s

capabilities and experience.

### **Payment Terms**

1. Compensation to the Bidder shall be made as per the prices quoted and in accordance with terms of the payments as may be finalized with Bidder and stipulated in the LOA/Work Order.

### **Taxes and Duties and Approvals**

1. The Bidders shall quote their prices inclusive of all applicable taxes and duties, with breakups, including Service Tax for defined scope of work. The details of included taxes, duties in the quoted prices should be clearly mentioned in the price schedule.
2. Bidder shall be responsible to obtain at its own cost, all required Permits/ Consents / Essentiality Certificates (EC), wherever applicable and required for the performance of the Bidder's obligations under the Agreement, from the Government of India/ concerned State Governments, authorities or agencies or political sub-division thereof including any for exemption of custom duties on material/equipment imported into India. All expenses related to obtaining the Permits, Consents shall be to the Bidder's account. Indian associate/partner shall enclose with the Bid, copy of the PAN, copy of Services Tax registration certificate etc.

### **Change Orders**

CEGE, PDPU shall have the right to make any changes, including additions to or deletions from the prescribed specifications. The quoted rates shall be valid & firm for 150 days from LOA date or up to the completion of the contract whichever is later.

CEGE, PDPU will issue written orders to Bidder for any changes or extra work, except in the event of an emergency which in the opinion of CECE, PDPU requires immediate attention, CECE, PDPU will be entitled to issue oral orders to the Bidder for any work required by reason of such emergency. CECE, PDPU shall ensure that such oral orders shall be followed up with written communication.

All changes in specifications will be performed at a mutually agreed upon price and delivery schedule.

### **Delivery Time**

The expected time period for the completion of scope of work defined in the document shall be clearly specified in the technical bid.

### **Right to accept or reject Bids**

CEGE, PDPU may, at its discretion, reject any Bid or all Bids received or may accept any Bid which, in CECE, PDPU's sole judgment, is the most advantageous to CECE, PDPU.

### **Bid Clarification**

Bidder's attendance may be required at a Bid clarification meeting (if any) at CECE, PDPU's office in **Gandhinagar** or any other place designated by CECE, PDPU. A meeting agenda will be transmitted to Bidder before the scheduled meeting date.

### **Drawing Submittal Requirements**

Where required in the Tender Document or where necessary to support the Bid, Bidder shall furnish typical outline, assembly, arrangement and sectional drawings and any additional drawings, data and documentation necessary for the Bid to be fully evaluated. Bidder shall complete and return all data sheets issued with the Tender Document.

### **Use of English Language**

All correspondence, documentation and drawings shall be in the English Language.

### **Services**

All SERVICES supplied must meet the requirements of the applicable codes and Technical specifications of the RFQ.

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### **BID EVALUATION CRITERIA (BEC)**

#### **Technical Bid Evaluation Criteria:**

	<b>Details</b>	<b>No</b>
<b>1</b>	Number of Bore wells Drilled	10
<b>2</b>	Licence Certificate to be provided	

**SECTION-III**

**SCOPE OF WORK**

**To Drill 2 1000 ft borewells at Dholera Geothermal Location**

**Project Objective:**

Drilling and completion of two 1000 Ft borewells at Dholera geothermal location to obtain geothermal parameters for investigation of geothermal energy.

**OBJECTIVE OF DRILLING:**

1. Resistivity logging to obtain resistivity of the subsurface to validate data obtained from Magnetotelluric Study
2. Run a temperature log to understand temperature gradient and reservoir temperature
3. Obtain lithology of entire wellbore.
4. Measurement of subsurface temperature.

**SECTION-IV**

**PRICE SCHEDULE**

**Table- A (For Dholera/Gandhar/Unai/Chabsar/Tuwa)**

Sr. No.	Item Details	Unit	Amount in INR
Part A	Labour Charges	2	
Part B	Cost of Equipment	2	
Total ( A+B)			
<b>Total (A)</b>			

**Notes:**

1. Agency should be in position to start the work immediately after receiving LOA.
2. All Statutory Fees shall be paid by CEGE, PDPU as extra.
3. The rates should be quoted in INR only.
4. The rates shall be inclusive of all taxes, levies, duties, other charges etc except Service Tax. Service Tax shall be reimbursed by CEGE, PDPU, if applicable.
5. The payment shall be made within 15 working days after certification of invoices by CEGE techno-commercial team for actual work done in accordance with Work Order / LOA.
6. The above cost shall be inclusive of travelling / lodging boarding for drilling related activities
7. The above rates should be inclusive of all associated costs of activities required.
8. Being an experienced consultant, bidder should consider the time taken for liaison & coordination activities and quote accordingly.

Annexure-I

PART - A

**Name of Work:** Drilling of Two Borewells at Dholera, Gujarat to measure geothermal parameters:

PRICE SCHEDULE (for one system)

<i>Srl. No.</i>	<i>Description of item</i>	<i>Unit</i>	<i>Qty.</i>	<i>Rate (Rs.)</i>	<i>Amount (Rs.)</i>
1.	Drilling and assembly lowering charges for 8" dia Borewell casing	Ft.			
2.	Mudpit Digging Charges	Job			
3.	Electro-logging charges	Job			
4.	Gravel Packing Charges	L.S.			
5.	Clay Packing Charges	Job			
6.	Topline Charges for Air Compressor (If Required)	Job			
7.	Heavy Air Compressor Charges (If Required)	Hrs			
8.	Chemical Water Testing	Job			
9.	Water Tanker for Drilling Purpose (If Required)	Tanker			
10.	Removal of Mud from Mudpit (If required)	Tanker			
11.	Cement Sealing Labour Charges (Without Cement) (If Required)	Job			
12.	Service Tax	N/A			
13.	<b>Total</b>				

In words Rs. ....

Signature & Stamp of bidder

**PART - B**

**Cost of Equipment (For one system)**

<i>Srl. No.</i>	<i>Description of item</i>	<i>Unit</i>	<i>Qty.</i>	<i>Rate (Rs.)</i>	<i>Amount (Rs.)</i>
1.	8" dia. 8 mm thick MS ERW Pipe	Ft.			
2.	Gravel Supply (Special Grade)	CuFt			
3.	8" dia Heavy top cap, bail plug & Clamp with nut-bolts	Set			
4.	8" dia MS Heavy ring Welding and Facing	No			
5.	Bentonite Clay (If Required)	Bag			
6.	Cement for Sealing	Bag			
7.	Loading, Unloading and transportation	Job			
	VAT				
	<b>Total</b>				

Amount of Rs. ....

(In words Rs.) .....

**Grand Total Part (A) +Part (B) = Rs. ....**

Amount (*In words*) Rs. ....

Signature & Stamp of bidder

**SECTION-V**

## **GENERAL TERMS & CONDITIONS**

### **The Following terms and conditions will be a part of Contract:**

1. **Entire Agreement:** This Contract constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements related to the Contract either written or oral. No amendments shall be effective unless issued in writing and agreed by CEGE, PDPU and Contractor.
2. **Scope of Services and Technical Specifications:** Scope of Services shall be, 'Drilling on Two Bore Wells at Dholera, Gujarat for Measurement of Geothermal Parameters' for the proposed sites; the details of which have been discussed earlier in this document.
3. **Contract Price:** To complete the above mentioned scope of services CEGE, PDPU shall pay the Contractor on the basis of Rate Schedule attached as Price Schedule.

The Rates mentioned in Schedule shall be firm and fixed throughout the execution /currency of the Contract and no escalation on whatsoever ground shall be allowed.

5. **Deliverables:** The bidder shall submit Two (2) Hard-copies & One (1) Soft copy of final report / statement as per the scope mentioned herein. The reports shall be submitted to: Mr. Manan Shah, Research Scientist, CEGE, Pandit Deendayal Petroleum University, Raisan Village, Gandhinagar – 382007, Gujarat. The bidder shall complete the scope of services as mentioned above.

6. **Payment Terms:**

80% on successful drilling and completion of the borewell.

20% After submission of report.

The Contractor shall raise Invoice to:

**Mr. Manan Shah**

**Research Scientist**

**Centre of Excellence Geothermal Energy (CEGE)**

Pandit Dendayal Petroleum University (PDPU)

Knowledge Corridor, Raisan, Gandhinagar

Gujarat – 382007

6. **Contract Duration:** The primary duration of the Contract shall be for a **period of five (5) Months**. CEGE, PDPU shall have the option of extending the Contract for further period, at its own discretion at the same rates, terms and conditions by giving (seven) 7 days notice before the expiry of the primary Contract period depending upon CEGE, PDPU's requirement & performance of the Contractor.



7. **Rejection:** If CEGE, PDPU finds that the quality of services performed is not in accordance with the specifications and other conditions stated in the RFQ documents, CEGE, PDPU shall be entitled to reject the services in part or in full, as the case may be and intimate the Contractor for appropriate corrective action at its end. CEGE, PDPU shall not make any payment for the services rejected unless the Contractor re-performs the services and completes it as per the acceptable norms / stipulations in the industry standards (to the satisfaction of CEGE, PDPU).
8. **Performance Bank Guarantee:** The Contractor shall furnish to CEGE, PDPU a Performance Bank Guarantee for **10% (Ten percentage) of the value of Contract** within 21 (Twenty one) days of issue of the LOA. The Contractor by furnishing the Performance Bank Guarantee shall guarantee the Performance of the Contract and shall also guarantee that the services so provided under the Contract shall be in strict conformity with the specifications, details; requirements stipulated in the Contract and shall satisfactorily perform during the period of the Contract. CEGE, PDPU shall have the right to forfeit the entire Performance Bank Guarantee amount in the event the Contractor does not perform or denies performing services against the Contract terms and conditions at any point of time during the currency of the Contract. The format for the Performance Bank Guarantee (PBG) shall be as per **Attachment-3** of this RFQ. The PBG shall remain valid up to 90 days beyond the completions/expiry of the Work Order/Contract period and any extension thereto. It is mandatory that all bidders should submit Bank Guarantees from any one of the Public Sector Bank in India or from any one of the banks listed at Attachment-4 “List of approved Banks for providing Bank Guarantee”.
9. **Assignment:** Contractor shall not assign this Contract or any rights or obligations there under without the written consent of CEGE, PDPU. CEGE, PDPU may assign this Contract to any Co-venture without the consent of Contractor.
10. **Warranty and Guarantee:** The Contractor warrants and guarantees the Work performed under this Contract. Where CEGE, PDPU has found the Work or part thereof or any rework not to have been performed in accordance with the Contract, CEGE, PDPU shall detail in writing the specific nature of the defect and the obligation that the Contractor has failed to meet. Upon receipt of such notification, the Contractor shall promptly take action necessary to re-perform the Work in accordance with the Work Order. If Contractor fails to re-perform the Work in accordance with the notice issued by CEGE, PDPU, then CEGE, PDPU or any person appointed by or on behalf of CEGE, PDPU may proceed to re-perform the Work at the Contractor's risk and expense, the reasonable and proper costs of which shall be recoverable by CEGE, PDPU from the Contractor. The re-performance of such defective work or action by

CEGE, PDPU shall not relieve the Contractor of any of its obligations under the Contract. The decision of this matter be binding on the contractor at the sole discretion of CEGE, PDPU.

11. **Completion of Work:** Contractor shall deliver/complete the Work in accordance with the requirements of the Contract. Strict compliance with these requirements is of the essence of the Contract.
12. **Inspection and Approval:** CEGE, PDPU and/ or its authorized third party inspection agency reserve the right to inspect the Work at Site or other facilities where the Work is being undertaken by giving a reasonable notice. The Work shall be rejected if performed in non-compliance with the requirements of this Contract.
13. **Title of Work:** The Title of the Work shall pass on to CEGE, PDPU in accordance with the condition stated in the Contract.
14. **Compliance with applicable Laws, Rules and Regulations:** Contractor represents that he has knowledge of and shall comply with & shall cause Contractor's Personnel to comply with the all laws, rules, ordinances and regulations applicable in India that may govern the performance of the obligations contained in this Contract. Contractor agrees to obtain, at his own expense, all authorizations, licenses and permits that may be required for the operation of its equipment in the performance of the Work. All costs and expenses incidental to such compliance will be paid by Contractor, except as otherwise provided herein.
15. **Variation:** CEGE, PDPU reserves the right to make instructions to vary the Contract. No variation in this Contract will be accepted unless authorized by a formal written Variation Order.
16. **Insurance & Labour enactments:** Contractor shall carry and maintain all relevant and valid insurance cover for its employees, workmen, personnel, equipment, which are mobilized to CEGE, PDPU designated location for performing the scope of work, as per relevant applicable laws, as amended from time to time particularly the workmen's compensation act, payment of wages act, contract labour (regulation act), etc., and keep CEGE, PDPU indemnified of provisions of this rules and acts. Contractor shall ensure strict & regular compliance to Minimum Wages Act, No dues to the Employees who have resigned or whose services are terminated, engaged by the contractor regarding payment of wages, service compensation, Bonus, Gratuity, Un-availed Leave Salary, Notice pay & etc.
17. **Tax Indemnity:** Unless specified in the Contract it is deemed to understand that Contract Price / Rates are all-inclusive. All taxes and duties are deemed to be included in the Contract Rates / Prices. Contractor shall indemnify and hold harmless CEGE, PDPU and Co-ventures from all taxes and duties and any interest and penalties thereon. CEGE, PDPU shall provide

the required forms as applicable for tax exemptions/ concessions. CEGE, PDPU shall make statutory deductions from all payments made to the Contractor under this Work Order. The rates given in the Contract are inclusive of all levies/ duties paid/ payable in execution of the contract except Service Tax which shall be paid at the prevailing rate as indicated above. Any variation during the contract period as promulgated by Govt. shall be adjusted on either side on scrutiny of proof of payment. However, increase in taxes, levies/ duties for work executed beyond the contract duration will not be applicable.

18. **CEGE provided information**: On receipt of any specifications, drawings or other information required for the Work and supplied by CEGE, PDPU or supplied expressly on its behalf, the Contractor shall inspect same for omission, inconsistency or inaccuracy. If the Contractor considers there is any omission, inconsistency or inaccuracy in such specifications or drawings, or that any modification should be made, the Contractor shall notify CEGE, PDPU forthwith in writing.
19. **Local Goods and Services**: In the provision of the Work, Contractor shall:-
- a. Give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such goods are available on terms equal or better than imported goods with respect to the timing of delivery, quality, quantity required, price and other terms;
  - b. Employ Indian sub-contractors having the required skills or expertise to the maximum extent possible insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms, provided that where no such sub-contractors are available, preference shall be given to non-Indian sub-contractors who utilize Indian goods to the maximum extent possible, subject to the provision in point no. 10 above;
  - c. Co-operate with and assist Indian companies as sub-contractors to enable them to develop skills and technology to service the petroleum industry;
  - d. Ensure to the best of its ability that provisions in terms of point no. 12, above are contained in the sub-contractors; and
  - e. Ensure that suppliers in India are given adequate opportunities to compete for the supply of goods and services for the provision of the Work.
20. **Termination**: CEGE, PDPU may terminate this Contract with 24 hrs notice and without further liability for any payment to Contractor, if Contractor fails to use due diligence to perform as specified or if Contractor fails to deliver as specified; or if any proceedings in bankruptcy, insolvency or receivership are taken against Contractor. CEGE, PDPU reserves the right to terminate the Contract at any time by giving Contractor written notification

specifying the date of termination. On the date of such termination Contractor shall discontinue all work in connection with the provision of the Work except as expressly instructed by CEGE, PDPU regarding the care or disposal of the Work. CEGE, PDPU shall pay Contractor in respect of all work satisfactorily performed up to the date of termination. In no event shall Contractor be entitled to any prospective profits or any consequential damages because of such termination.

21. **Indemnity and Liabilities**

21.1. Indemnity by Contractor: Contractor shall, save as is otherwise herein specifically provided, indemnify and hold harmless company along with its Co-Ventures and their owned, controlled, affiliated and subsidiary companies and the stockholders, directors, agents, employees and representatives of each from any and all claims, liabilities, costs, damages and expenses of every kind and nature with respect to sickness, injury or death of any Contractor's Personnel arising directly or indirectly during or as a result of the performance of this order from any cause whatsoever, including but not limited to the negligence of Contractor and its co-ventures.

21.2. Indemnity by CEGE, PDPU: CEGE, PDPU shall, save as is otherwise herein specifically provided, indemnify and hold Contractor harmless from any and all claims, liabilities, costs, damages and expenses of every kind and nature with respect to sickness, injury or death of any employee, agent or invitee of CEGE, PDPU or its other contractors or subcontractors and to damage or destruction of CEGE, PDPU's Equipment and any other property of CEGE, PDPU or its other contractors and subcontractors and their respective employees agents or invitees arising directly or indirectly during and as a result of the performance of this order from any cause whatsoever, including but not limited to the negligence of Contractor.

21.3. Patent Indemnity: Contractor shall indemnify and hold harmless company with its successors and assigns and agents from and against any and all claims, losses, damages, liability, suits and demands arising from actual or alleged infringements of any patent or patent right, copy right or similar protection in connection with the Work, except where such claims arise out of work and material furnished in accordance with drawings and specifications provided by CEGE, PDPU.

22. **HSE**: In provision of Work, Contractor shall address all the issues related to Health, Safety and Environment including but not limited to abiding by the applicable laws, its employees' Health and Safety, selection of Environmental friendly materials, etc. It is mandatory that all Contractors' personnel shall wear steel-toed safety boots, safety glasses and helmets which

shall be supplied to them and borne by the Contractor.

23. **Liquidated Damages:** If the Contractor fails to complete the work or any part thereof as per "Time Schedule & Deliverables" mentioned in the Contract, CEGE, PDPU may without prejudice to any right or remedy available to CEGE, PDPU under the Contract, recover from the Contractor as ascertained and agreed liquidated damages and not by way of penalty, a sum equivalent to 1% of the Contract price for each week of delay or part thereof beyond the agreed time schedule, upto a maximum of 10% of the total Contract Price.
24. **Force Majeure:** The terms "Force Majeure" means any of the following events or circumstance, or any combination of such even or circumstance, which are beyond the reasonable control of the affected party, which could not have been prevented by good industry practice or by the exercise of reasonable skill and care, and which, or any consequences of which, have a material an adverse effect upon the performance of the affected party of its obligations under the agreement/contract. Events of force majeure shall be limited to war (whether declared or undeclared), Public enemy strike, hostilities, epidemics, riots, protests, natural phenomena or calamities, earthquake, landslides, lightening, hurricane, typhoon, cyclone, flood, bad/extreme weather or major storm warning, tidal wave, shipwreck and perils of navigation landslide, fire explosion, blow out, ionizing radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion or nuclear fuel, radioactive toxic explosives or other hazardous properties or any explosive nuclear assembly or nuclear thereof, insurrection, invasions, blockades and civil disturbances or public disorder, sabotage, accident or similar events beyond the control of the parties or either of them.

Force Majeure shall specifically not include occurrences as follows:

- 
- ~~Delay in performance of delivery caused by congestion at Contractor's facilities or elsewhere, an oversold condition of the market, inefficiencies,, or similar occurrences.~~
  - Late performance by Contractor and / or its Sub Contractor's caused by unavailability of equipment, supervisors or Labour, inefficiencies or similar occurrences.
  - Mechanical breakdown of any item of contractor's or its SUB Contractor's equipment, plant or machinery.
  - Delays due to ordinary storm or inclement weather or Non-conformance by Contractor or SUB- CONTRACTOR.

Unless the delay arises out of a Force majeure occurrence and is beyond Contractor's control and an alternate acceptable source of services, equipment or material is unavailable. No payments of whatsoever nature, shall be payable to the Contractor for the losses suffered by

the Contractor due to Force Majeure. Additionally, Force Majeure shall not include financial distress of Contractor or any Sub Contractor.

**25. Settlement of Disputes / Arbitration:**

**Mediation** : CEGE, PDPU and the contractor undertake that all disputes, differences or questions at any time between the parties as to the construction to this Contract or as to any matter or thing arising out of it or in any way connected therewith shall be resolved between the parties in good faith by having the discussion between the Project Manager/Contract Manager level and if required may be taken up to the respective Project Heads, to resolve the issues/disputes in the interest of the work and at least three attempts shall be made by the both the parties in this direction.

Should any dispute cannot be resolved between the parties within sixty (60) days or any agreed extension thereof, any Party may refer the dispute to the arbitration. The case referred to arbitration shall be other than those for which the decision of the CEGE, PDPU representative as expressed in this Contract shall be final and conclusive. The Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof, for the time being in force, shall apply. The venue for such arbitration will be Gandhinagar/Ahmedabad. This clause survives the expiry/termination of this Contract

**26. Governing Law:** This Contract shall be governed by and construed in accordance with laws of India and the Parties submit to the courts of Gandhinagar/Ahmedabad only. This Clause survives the expiry/termination of this Contract.

**27. Conflict of Interest/ No gift representation:** Contractor represents specifically that neither Contractor nor Contractor personnel have knowingly promised or conferred nor promised or confer, any financial benefits of any kind whatsoever to any employee of CEGE, PDPU or authorities involved directly or indirectly in providing/ granting EC in relation to this Contract. Contractor shall use all the reasonable efforts to prevent Contractor's personnel from engaging in activities known to be contrary or detrimental to the best interests of the CEGE, PDPU.

**Attachment-1**

**BIDDERS RESPONSE ACKNOWLEDGMENT OF REQUEST FOR QUOTE PACKAGE**

RFQ/Enquiry – \_\_\_\_\_

Dated \_\_\_\_\_

As a delegated authority/representative of the organization named below, I have reviewed the contents of the package and on behalf of my company, acknowledge the receipt of the same and advise that we will:

**BID** \_\_\_\_\_

**NOT BID** \_\_\_\_\_

Reason for no Bid (optional): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For

Name of Company: \_\_\_\_\_

Signature : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Transmittal via facsimile:

ATTENTION

Mr. Manan Shah

Research Scientist

Centre of Excellence for Geothermal Energy (CEGE)

Pandit Deendayal Petroleum University,

Raisan Village,

Gandhinagar-382007

Gujarat

Mob No: +91-9429613506

**Attachment - 2**  
**Exceptions/ Deviations and Compliance Statement**

RFQ/Enquiry No. ....

Dated.....

**Exceptions/ Deviations to the tender terms and conditions**

We have taken following exceptions to Scope of Supply/work / specification /schedule/ the terms and conditions stated in the Tender.

Sr. No.	Section, Clause Reference	Description as in the Tender	Exception Taken	Explanation/Reason	Cost impact (+/-) and/or effect on Delivery Date
A	Commercial				
1					
2					
B	Technical				
1					
2					

*Note: 1 – Any Alternative Proposal or Deviations to the Tender Terms and Conditions mentioned by the Bidder other than this format shall not be considered and treated as no deviations taken by the Bidder.*

**OR**

**COMPLIANCE STATEMENT**

I/We \_\_\_\_\_ (Supplier/Contractor) \_\_\_\_\_ hereby agrees to enter into a Rate Contract with Centre of Excellence for Geothermal Energy (CEGE), PDPU, in compliance with the terms and conditions attached to Tender/RFQ/Enquiry No \_\_\_\_\_ dated \_\_\_\_\_ should [Supplier/Contractor] be the successful Tenderer as a result of the tender evaluations.

Signature : \_\_\_\_\_

Seal : \_\_\_\_\_

Date : \_\_\_\_\_



**Attachment-3**

**PERFORMANCE BANK GUARANTEE FORMAT**

**To:**

Prof. Tarun Shah;  
Registrar  
Pandit Deendayal Petroleum University  
Raisan - 382007,Gandhinagar,Gujarat.

**WHEREAS:**

- (1) By a Contract/Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the “Contract/Purchase Order”) for the \_\_\_\_\_ between M/s \_\_\_\_\_ (Supplier/Contractor Name) (hereinafter called the “Supplier/Contractor”) of the one part and CEGE, PDPU of the other part, the Supplier/Contractor agrees to supply the material in accordance with the Contract/Purchase Order.
- (2) In response to the request made by Supplier/Contractor, we \_\_\_\_\_ (Name of Banker) (hereinafter called the “GUARANTOR”) hereby irrevocably and unconditionally guarantee in favor of CEGE, PDPU the payment of amounts (without any withholding, deduction or set off) the sum of INR Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), as guarantee for obligation of the Supplier/Contractor to perform the Supply/work in accordance with the Contract. The sum shall become payable by us immediately on first demand by CEGE, PDPU without proof or conditions notwithstanding any dispute or protest by the Supplier/Contractor or any other third party. Multiple demands may be made in respect of our guaranteed obligations.
- (3) We shall not be discharged or released from this Guarantee by any waiver, modification, agreements made between the Supplier/Contractor and CEGE, PDPU with or without the consent or by any alteration in the obligations undertaken by the Supplier/Contractor or by any forbearance whether as to payment, time performance or otherwise, or by any change in name or constitution of CEGE, PDPU or the Supplier/Contractor.
- (4) This Guarantee is a continuing security and, accordingly, shall remain in operation for three (3) months after the completion / termination of the Contract.
- (5) We agree that the Guarantee is given regardless of whether or not the sum outstanding occasioned by the loss, damages costs, and expenses or otherwise incurred by CEGE, PDPU is

recoverable by legal action or arbitration.

- (6) The rights under this Guarantee shall be assignable by CEGE, PDPU to third parties with prior consent of Bank.
- (7) This Guarantee shall be governed by and construed in accordance with the laws of India.
- (8) The Guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or changes or constitution or insolvency of the said Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due in respect of such liabilities is paid.

IN WITNESS whereof this Guarantee has been duly executed by GUARANTOR this \_\_\_\_\_ day of \_\_\_\_\_, 2015 or and on behalf of \_\_\_\_\_ (Supplier/Contractor).

Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Banker's Seal : \_\_\_\_\_  
Address : \_\_\_\_\_

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**Note:**

- 1) The formats for any of the Bank Guarantees shall not be changed except for any minor variations that the Bank may require. Failure to comply with this requirement may entail disqualification of the Tender.
- 2) It is mandatory that all bidders should submit Bank Guarantees from any one of the Public Sector Bank in India or from any one of the banks listed at Attachment-4 "List of approved Banks for providing Bank Guarantee".

**Attachment – 4**

**List of approved Banks for providing Bank Guarantee**

**Annexure I.**

**Finance Department, GR. No.: EMD/10/2013/655/DMO**

Date: 31/03/2014

(A) Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

1. All Nationalized Banks including the Public Sector Bank- IDBI Ltd.
2. Private Sector Banks - AXIS Bank, ICICI Bank and HDFC Bank.

(B) Guarantees issued by following Banks will be accepted as SD/EMD for period up to March 31, 2015. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

1) Commercial Banks

1. Kotak Mahindra Bank
2. Yes Bank
3. Ratnakar Bank
4. IndusInd Bank
5. Karur Vysya Bank
6. DCB Bank
7. ING Vysya Bank

2) Co-operative Banks

1. The Kalapur Commercial Co-operative Bank Ltd.
2. Rajkot Nagarik Sahakari Bank Ltd.
3. The Ahmedabad Mercantile Co-operative Bank Ltd.
4. The Mehsana Urban Co-operative Bank Ltd.
5. Nutan Nagarik Sahakari Bank Ltd.

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.

## Attachment – 5

## General and Financial Details to be submitted in Technical Bid by bidder

Sr. No.	Description	Bidders to Provide	
		Provide details	Remarks
1	IT PAN No.		Attach copy
2	VAT Reg No.		Attach copy
3	Service Tax Reg No.		Attach copy
4	Provident Fund Code No.		Attach copy
5	ESI Registration No.		Attach copy
6	Bank Details Bank Name Branch Account No.		
7	Bidder's complete Details  Name Address Tel No. Fax No. Contact Person Name & Designation Mobile No. Email id		
8	State whether the Bidding Company is proprietary/Pvt. Ltd./Ltd		
9	Bidder's representative:  Name Contact Details Identity Proof		Attach copy of Identity Proof
10	Acceptance to the terms and conditions of the Tender		Attach entire copy of tender duly signed and stamped on each page
11	Bidder's annual Turn-over & Net-worth		Bidder to submit audited annual balance sheet & P&L account of last 3 financial year

**Attachment - 6**  
**BID BOND FORMAT**

**TO:**

Mr. Manan Shah, Research Scientist, CEGE, Pandit Deendayal Petroleum University, Raisan Village, Gandhinagar-382007, Gujarat, India

**WHEREAS:**

In response to the request made by the Tenderer, we (Name of Banker/Insurer) \_\_\_\_\_ (hereinafter called the “Guarantor”) hereby irrevocably and unconditionally guarantee the sum of Indian Rupees \_\_\_\_\_/- (INR \_\_\_\_\_ only) in favour of Pandit Deendayal Petroleum University (PDPU), if Tenderer fails to perform its obligations as set forth below:

- (i). The Tenderer agrees to keep the Proposal open for acceptance by CEGE, PDPU during the period of validity (15 days from the Commercial Bid Opening Date) specified in the Tender.
- (ii). The Tenderer, having been notified of acceptance of its Proposal by CEGE, PDPU during the period of Tender validity:
  - (a) Fails or refuses to execute the agreed Contract/ Agreement, if required; or
  - (b) Fails or refuses to furnish the Performance Bank Guarantee in accordance with the format provided in the Tender document; or
  - (c) Seeks Variation or modification of Proposal; modifications to the terms and conditions
  - (d) Tries to influence CEGE, PDPU on bid evaluation, bid comparison or Contract award decision.

The sum shall become payable by us immediately on first demand by CEGE, PDPU without proof or conditions notwithstanding any constitution or protest by the Tenderer or any other third party.

- (iii). CEGE, PDPU shall have the fullest liberty without our consent and without affecting in any manner, our obligation hereunder, to relax any of the terms and conditions of the aforesaid Tender, from time to time, or to postpone any time any of the powers exercisable by CEGE, PDPU against the said Tenderer and Guarantor shall not be relieved from its liabilities by reason of any such relaxation being granted to the

Tenderer by CEGE, PDPU or any indulgence by CEGE, PDPU to the said Tenderer or by any such matters or things whatsoever.

- (iv). The Guarantor shall not be discharged or released from this Guarantee by any Contract/Agreement made between the Tenderer and CEGE, PDPU with or without the consent of the Guarantor or by any alteration in the obligations undertaken by the Tenderer or by any change in name or constitution of CEGE, PDPU or the Tenderer.
- (v). The Guarantee herein shall not be affected by any change in the constitution of the Bank or the Tenderer.
- (vi). This Guarantee shall not be revoked during its currency, and shall remain in effect for the contract from the Date of LOA.
- (vii). This Guarantee shall be governed and construed in accordance with the laws of India and all of the parties to this Guarantee hereby irrevocably submit to the non-exclusive jurisdiction of the High Court of Ahmedabad.

IN WITNESS whereof this Guarantee has been duly executed by GUARANTOR the \_\_\_\_\_ day of \_\_\_\_\_ for and on behalf of (\_\_\_\_\_)

Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Banker's Seal : \_\_\_\_\_  
Address : \_\_\_\_\_

**BID BOND**

It is a condition precedent to the acceptance of any tender by the CEGE, PDPU that the Tenderer shall provide a Bid Bond by means of a Bank Guarantee for an amount stated in the Invitation to Tender in the prescribed format and valid for a period of 150 days from the Date of LOA. The Tender may be disqualified in the absence of a Bid Bond in the prescribed format.

**Conditions for Invoking of Bid Bond Guarantee**

The following conditions (illustrated, not limited to) would also lead to the invoking of Bid Bond Guarantee:

- a) If the Tender is withdrawn during the validity period or any extension thereof.
- b) If the Tender is varied or modified in a manner not acceptable to CEGE, PDPU during the validity or agreed extension validity period duly agreed by the Tenderer or after notification of award by CEGE, PDPU and prior to signing of the Contract.
- c) If the successful Tenderer is seeking modifications to the terms and conditions after notification of award or declines to accept the Letter of Award.
- d) If the successful Tenderer fails to furnish Performance Bank Guarantee within 10 days of the issue of the Letter of Intent/Award.
- e) Any effort by the Tenderer to influence CEGE, PDPU on bid evaluation, bid comparison or Contract award decision.

**Note:**

- 1) The formats for any of the Bank Guarantees shall not be changed except for any minor variations that the Bank may require. Failure to comply with this requirement may entail disqualification of the Tender.
- 2) It is mandatory that all bidders should submit Bank Guarantees from any one of the Public Sector Bank in India or from any one of the banks listed at Attachment-4 “List of approved Banks for providing Bank Guarantee”.