



Department of Earth Science
University of Kashmir, Srinagar-190 006
Jammu & Kashmir, India

Tender document for

For

**“BOREHOLE STANDARD PENESTRATION TEST (SPT)
GEOTECHNICAL INVESTIGATIONS OF KASHMIR
VALLEY UNDER MoES SPONSORED PROJECT**

E-Tender Notice No.: F - (ES/TD/MoES/BHE/RC)KU/2018

Tender Fee: Rs.1000/- (price non-refundable)

Last date and Time of Bidding: 04.12.2018 at 16:00 Hrs

Submitted to

Dr Rakesh Chandra, Sr. Assistant Professor
PI-MoES Project
Department of Earth Sciences
University of Kashmir, Hazratbal,
Srinagar-190 006; J&K
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NOTICE INVITING TENDER

For and on behalf of Competent Authority of the University of Kashmir, e-tenders for the supply, installation and testing of equipment specified hereunder in this tender notice are invited from the manufacturers or their authorized distributors/dealers in two-bids system through e-procurement solution only as per the guidelines, and terms & conditions given in the tender document. The bid/tender document consisting of qualifying information, eligibility criteria, bill of quantities (B.O.Q), terms & conditions and other details can be seen/downloaded from website www.jktenders.gov.in as per the schedule given below. Tender document is also available for viewing on the website of University of Kashmir, www.kashmiruniversity.ac.in

S. No	Activity	Date
1.	Date of Issuance of Tender Notice	13-11-2018
2.	Date of downloading the bid documents	14-11-2018(12:00 P.M)
3.	Bid Submission Start Date	14-11-2018(12:30 P.M)
4.	Last Date for seeking clarifications	19-11-2018(3:00 P.M)
5.	Bid Submission Last Date	04-12-2018(4:00 P.M)
6.	Last date for submission of hard copies	07-12-2018(Upto2:00 P.M)
7.	Date and Time of Opening of Technical bid	11-12-2018(11:30 A.M)

Yours faithfully,

Dr. Rakesh Chandra
Principal Investigator
Department of Earth Science
University of Kashmir, Srinagar-190006
Jammu & Kashmir, India

SCOPE OF WORK

S. No.	Project requirements	F - (ES/TD/MoES/BHE/RC)KU/2018 BOREHOLE STANDARD PENETRATION TEST (SPT) GEOTECHNICAL INVESTIGATIONS OF KASHMIR VALLEY
1.	Location of the bore holes	Different area Kashmir Valley (Annexure-I)
2.	Proposed No. of Boreholes	20 Nos. of borehole SPT geotechnical investigation sites in different sites Kashmir Valley, which may vary as per the requirement.
3.	Profile of work	<ul style="list-style-type: none"> • The depth of the boreholes shall be up to 30-40mts through Quaternary sediments of Karewa Group and overlying soil burden. • Standard penetration test is to be carried out at every 1.5 mts depth interval i.e. 1st SPT observation at 1.05m depth (1.05 m to 1.50 m). 2nd SPT observation at 2.55m to 3.00m and 3rd SPT observation at 4.05m to 4.50m and so on....down up to available depth of borehole through sediments (Max. 30-40 mts). • Exploratory NX-size drilling in all types of sediments with Hydraulic drilling machine and using Double tube /Triple tube core barrel up to 30-40mt. depth of each bore holes. • Collecting core samples - collecting SPT, UDS and DS samples as per specification and ISIS 5313/IS6926/IS4464. • Borehole logging and determination of geotechnical properties i.e. Particle size/grain size analysis; Triaxial tests; Permeability; consistency limits. • preparation and submission of Geological/Geotechnical report one soft copy and five hard copy
4.	Core sediments sampling and preservation	<ul style="list-style-type: none"> • To providing and supply of core boxes to preserve samples with standard painted metal/wooden core boxes for storage of sediment core samples as per IS4078 specifications and shifting of the core boxes to the office of Client. • Complete core need to be preserved in the core boxes/tubes/casings without disturbing the integrity of sediment core.
5.	Expected sediments and rock types to be drilled	Sediments of Karewa Group with intercalation of hard rock pebbles of conglomerate beds.
6.	Core recovery	Overall core recovery must be 90% and above. In case of SPT, 100% core to be preserved systematically sampling with split spoon sampler during every SPT operations.
7.	Size of core	Corresponding to HQ/NQ/HWT/NWT/NX or equivalent size.
8.	Period of completion	Within two months of execution work order.
9.	Total meterage to be drilled (approx.)	~700mtrs as described in row No. 3. As per requirement of particular site, 5-10mts extra drilling may required to be done.

A. TIME SCHEDULE:

1. Entire mobilization shall be completed and work to be commenced within 02 weeks period from the date of issue of WORK ORDER.
2. The entire drilling work should be completed within two months from the issuance of WORK ORDER.

B. SPECIFICATION OF THE RIG TO BE DEPLOYED:

1. Rotary Diamond core drill machine with required capacity mud pumps, derrick, etc. with suitable hook load capacity of the engine to drill up to required depth in NW or equivalent size, successfully.
2. The bidder/contractor/tender should have sufficient number of diamond core drilling rigs of suitable capacity in order to complete the projects timely. Bidder has to submit the specification of rigs, mud pumps and accessories to be deployed for taking up the drilling in the blocks in the following format. The bidder/contractor/tender should also have spare rigs and mud pumps to compensate the breakdown if any.

Item	Make/ Model	Capacity	Year of Manufacture	New or used	Owned or Leased (Period of leases with proof & document)
Rig-1					
Rig-2					
Rig-3					
Mud Pump-1					
Mud Pump-2					
Mud Pump-3					
Accessories					

INSTRUCTIONS AND CONDITIONS OF TENDER

1. Bids shall be submitted to the Office of Principal Investigator, Department of Earth Sciences, and University of Kashmir. Bidder/contractor/tenderer is advised to follow the instructions provided in the 'instructions to the bidder/ contractor/ tenderer for the submission of the bids.
2. Not more than one tender for each project shall be submitted by one bidder/(s) contractor(s)/tender(s) having business relationship. Under no circumstance will father and his son(s) or other close relation who have business relationship with one another (i.e. when one or more partner(s) / director (s)/ are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
3. The bidders can view/download the tender documents from the: www.jktenders.gov.in. In case if the same found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Kashmir University. Following documents are required to be submitted along with bids.
 - a) Tender Fee of INR Rs. 1000/- & Earnest Money Deposit of INR Rs.50,000/- in the form of DD in favour of the **Dr Rakesh Chandra, Principal Investigator, Department of Earth Sciences, University of Kashmir, Hazratbal, Srinagar, J&K-190006** payable at Kashmir University from any commercial/Recognized/ Nationalized Bank in India.

Above mentioned documents at a) is to be submitted in original to this office before the date of opening of tenders by speed post/by hand, failing which offer(S) will be summarily rejected.

4. Bid security amount as mentioned above valid for six (06) months with there is to be furnished with Techno-commercial Bid i.e. Technical Bid failing which offer will be summarily rejected.
5. The hard copy of original instruments in respect of earnest money, original copy of affidavits, and credit facility certificate must be delivered to the Office of the **Dr Rakesh Chandra, Principal Investigator, MoES project, Department of Earth Sciences, University of Kashmir, Hazratbal Srinagar-190006** on or before bid opening date/time as mentioned. Tenderer shall likely to be liable for legal for non-submission of original payment instrument like DD, etc, against the submitted bid.
6. Bids will be opened as per date/time as mentioned in the tender critical time schedule. After opening of Technical-bid the results of their qualification as well Price-Bid opening will be intimated later.

C. SUBMISSION OF TENDER:

1. The tender shall be submitted online in two parts, viz, technical bid and price bid.
2. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of content of the documents.
3. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

4. Bid security/ Earnest Money Deposit amount is to furnish with Techno-commercial bid only, failing which the offer will be summarily rejected.
5. On the day of Tender opening only Techno-commercial Bid will be opened and the price/commercial bid will be opened on later date for the technically bidders.

D. VALIDITY OF TENDER:

1. Offer should remain valid for 60 days from the date of opening of tender and there should be clear mention in the Tender to that effect.
2. The price should be quoted in INR, and quotations in any other currency be summarily rejected.
3. The Principal Investigator reserves the right to accept or reject any Tender or all the Tenders without assigning any reason to the Tenderer.
4. In case of non-compliance of tender condition, the Bid security/EMD amount is liable to be forfeited.
5. The successful tenderer is to submit **PERFORMANCE SECURITY DEPOSIT** amounting to 10% of net price of order value which should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider / contractor / supplier including warranty obligations etc. The performance security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a Commercial bank. The performance security Deposit amount will be returned to the service provider / contractor / supplier after the expiry of warranty period. That will be forfeited in case of breach of the P.O. clause.
6. Tenderers who are registered with NSC / DGS&D under single point & bid security as per NSIC norms and limits registration of stores as per Tender schedules are exempted from cost of tender schedule, but the firm has to submit the copy of valid registration certificate.
7. Any kind of canvassing in regard to the offered stores after submitting Tender will be treated as disqualification.
8. Either the Indian Agent on behalf of foreign principal can bid in the tender but not both. Further, in case where an agent participates in a tender on behalf of one manufacturer, he is not allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
9. Payment will be made to firm through ESC system. The details for e-payment are to be provided in the mandate form duly countersigned by the Banker (Mandate form will be provided with purchase order):

E. TECHNICAL BID:

The following documents are to be furnished by the contractor along with Technical Bid as per the tender documents:

1. Signed and scanned copy of appropriate value of valid registration certificate, experience certificates as per the tender notice, PAN No and Tender Acceptance Letter
2. Signed and scanned copy of previous copy of previous three years income-Tax/Tax return/ latest VAT clearance certificate, TIN No, Certificates/ Affidavit of partnership firm.
3. Signed and scanned copy of audited Balance sheet of last three years, partnership deed as per the tender documents.
4. Signed and scanned copy of Attested/True copy of partnership deed as per the tender documents.
5. Signed and scanned copy of organization chart and plants & equipment as per tender documents.
6. Signed and scanned copy of documents like Tender documents cost (Tender fee /earnest money deposit,).
7. Signed and scanned copy of completely filled Technical Verification data sheet must be submitted for each quoted configuration.
8. Signed and scanned copy of make and model of all systems, sub systems and additional items should be mentioned in the technical bid and complete technical details should be provided in the form of Brochures and write-ups.

F. PRICE BID:

- a) Price bid undertaking
- b) Schedule of price bid

(a) PRICE BID UNDERTAKING:

FROM: (Full name and address of the Bidder).....

Dear Sir/Madam,

I submit the price Bid for..... and related activities as envisaged in the bid document.

I have thoroughly examined and understood all the terms and conditions in the bid document and agree to abide by them.

I offer to work at the rates as indicated in the price bid inclusive of all applicable taxes except service tax.

Yours faithfully

Signature of authorized representative

(b) SCHEDULE OF PROCE BID:

The below mentioned financial proposal/commercial bid is provided. Bidders are advised to quote their offer/rates in the permitted column and submit the same as commercial bid. Bidder shall not tamper/modify the priced bid template in any manner. In case if the found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned.

S. No	Description	Quantity	Rate Per Mtr	Total	Firm Price (INR)
PROJECT 1	Complete scope of services as stipulated in the technical Bid Document on Firm price basis inclusive of all taxes and levies. Direct and indirect expenses, and without any escalation, excluding service tax.	~700mtrs	INR in figures.....	INR in figures.....	INR in words.....
2	Service tax				As per statutory liability applicable from time to time.

- I. The rates shall be quoted in Indian Rupee only.
- II. The rates will be inclusive of all taxes (except Services Taxes), fees, levies, etc. And any revision in the statutory taxes, fees, etc will be the responsibility of the bidder.
- III. In case of any discrepancy / difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- IV. The quoted rates shall remain firm throughout the tenure of the contact and no revision is permissible for any reason.

Authorized Signatory

F. GENERAL INFORMATION:

- 1) The bid which will not comply with the points mentioned above will not be considered and rejected.
- 2) Technical bid will comprise specifications, Quality offered, make & model and all the terms and conditions. The technical bid should be the replica of the price bid except price.
- 3) On the day of tender opening, only Techno-commercial bids will be opened. Price / commercial bid will be opened on a fixed, later date for the successful technical bidders only who shall be informed accordingly.
- 4) Bid security Deposit for the project **Rs. 50,000/-** by way DD in favour of the **Dr Rakesh Chandra, Principal Investigator, MoES Project, Department of Earth Sciences, University of Kashmir, Hazratbal, Srinagar-190006 J&K** should be accompanied with the Technical Bid & the same should be valid for at least 6 months.
 - Bid security of the unsuccessful bidders shall be returned to them at the earliest after the expiry of the final bid validity and latest on or before the 30 days after the award of the contract.

- Forfeiture of Bid security:- Bid security will be forfeited if the tenderer withdraws, amends, impairs or derogates from the tender in any of the conditions/clauses/points mentioned in the tender submitted by them. If the successful tenderer fails to furnish the required performance security, as per the job order clause, the bid security furnished will be forfeited as well.
- 5) Performance security Deposit in way of Bank Guarantee for 10% of the order value is to be furnished by the selected supplying company after receipt of the confirmation of the job order. This performance security Deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor. The valid P.S. should reach within 10 days from the date of intimation of confirmation so as to enable this office to issue of proposed job order.
 - 6) Any errors or corrections should be duly authenticated by the person signing the tender. Over writing should be strictly avoided.
 - 7) The Principal Investigator reserves the right to accept or reject any tender without assigning any reason.
 - 8) Offer validity: the offer should remain open for six months from the date of opening of tender.
 - 9) Payment: Payment will be made in INR currency and on normal credit basis.
Following details must be provided along with quotation for payment through ECS:
 - Correct name of Vendor (as mentioned in Bank Account)
 - Bank Account No.
 - Type of Bank Account.
 - Bank & Branch's Name (with C.B.C Facility).
 - Full address of Branch.
 - I.F.C. code of Branch.
 - MICR code.
 - 10) Non-compliance of the terms & conditions may lead to the unresponsive bid.
 - 11) Further details, if required, can be obtained in person from the office of **Dr Rakesh Chandra Principal Investigator, Department of Earth Sciences, University of Kashmir, Hazratbal Srinagar-190006.**
 - 12) **IN THE EVENT OF ANY DISPUTE OR DIFFERENCE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, THE SAME SHALL BE SETTLED AMICABLY BY MUTUAL CONSULTATIONS. IF SUCH RESOLUTION IS NOT POSSIBLE THEN THE UNRESOLVED DISPUTE OR DIFFERENCE SHALL REFERRED TO THE SOLE ARBITRATION BY A PERSON APPOINTED BY HEAD OF THE DEPARTMENT AND SHALL BE CONDUCTED AT THE JURIDICTION SRINAGAR COURT (INDIA) ONLY.**
 - 13) Bidder/contractor/tenderer shall provide satisfactory evidence of their capacity and ownership of the drills.
 - 14) The firm should have experience in core drilling for coal/mineral/geo-technical investigation. The experience details for the similar work carried out in the last three years to be produced along with the documentary evidence.
 - 15) The average annual turnover in the three financial years should be at least 30% of the contract value.
 - 16) The tender should be in two bid system one technical bid and other commercial bid.
 - 17) Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 - ✓ The bids, and in case of a successful bid the form of Agreement, shall be signed by an authorized person so as to be legally binding on all partners.
 - ✓ The empanelled firm shall be responsible for all the activities till satisfactory completion of the contract. The work order shall be issued in the name of empanelled firm only.
 - ✓ The empanelled firm shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture during the entire execution of the contract. Payment shall be made exclusively to the empanelled firm.
 - ✓ All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms & conditions.
 - ✓ A copy of the agreement entered into by the joint venture partners shall be with bid.
 - 18) **Bids submitted by a company shall comply with following requirements:** At bid, and in case of successful bid, the form of agreement shall be an authorized person so as to legally bind the company. A written power of attorney in the name of the authorized person shall be furnished along with the bid.
 - 19) **Cost of Tendering:** The bidder/contractor/tenderer shall bear all costs associated with the preparation and submission of his tender, and the PI will in no case be responsible or liable for these costs. Each

bidder/contractor/tenderer shall submit only one tender, either individually or as partner firm or a partner in a joint venture or a public limited firm.

20) Site visit: Bidder /contractor/tenderer is also advised to visit and examine the site of work and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid for entering into a contract. All expenses and liabilities arising for the site visit shall be of bidder/contractor/tenderer.

21) Action Plan:The bidder/contractor/tenderer shall submit the action plan for timely completion of the drilling work activities.

21) SPECIAL CONDITIONS OF CONTRACT:

21.1 Core recovery should be minimum 95% in mineralized zone (except in case of structurally disturbed, complex formation, sheared zone, fractured formation, soil, weathered mantle, fault zone) and minimum 90% in other formations. In case the desired. Core recovery is not achieved the bore hole has to be re-drilled for corresponding part to achieve the desired core recovery at the cost of bidder/contractor/tenderer.

21.2 The arrangement of the drilling water at each borehole site shall be the responsibility of bidder/contractor/tenderer.

21.3 The location of the boreholes as indicating is in the order of priority of priority of work. Approach road making and side clearance/preparation shall be done by the bidder/contractor/tenderer, at its own cost. Closing depth of the bore hole shall be decided by area PI.

21.4 PI representatives shall also log the boreholes geologically and geotechnically hence bidder/contractor/tenderer shall keep close co-ordination with PI representative(s) and cooperate with them.

21.5 PI representatives shall visit the drill site for technical supervision and performing other relevant duties time to time. Authorized representative of bidder/contractor/tenderer should interact with PI representative(s) to report drill site progress.

21.6 Core should be kept in book pattern in galvanized G.I.Sheets of 22gauge core boxes, arranged by the other bidder/contractor/tenderer with clear marking of run depth and will be handed over to concern PI/representative(s).

21.7 Mineralised cores should be preserved in transparent polythene tubes/sheets which shall be subsequently sampled by PI representative(s) for analytical work.

21.8 Based on the result of drilling and subsequent interpretation of data generated PI may increase or decrease the quantum of work marginally.

21.9 Any dispute arises out of performing the work shall be mutually settled between bidder/contractor/tenderer & PI. In any case the decision of PI shall be final and binding.

21.10 The bidder/contractor/tenderer shall provide its own equipments, experts, facilitation and resources at its own cost etc for carrying out the awarded work.

21.11 The bidder /contractor/tenderer shall maintain close co-ordination and co-operation with PI representative(s) during the execution of work.

21.12 The bidder/contractor/tenderer shall maintain daily progress of work and submit in the prescribed Performa to PI.

21.13 The bidder/contractor/tenderer shall ensure that the awarded work will be carried out as per the relevant specifications.

21.14 PI shall not be responsible for jamming of string in borehole/or accessories lost in the boreholes and loss of time due fishing operation.

22) GENERAL TERMS AND CONDITIONS OF CONTRACT:

22.1 The bidder/contractor/tenderer shall not assign or sub-let the contract or any part, or any benefit or interest therein or there under.

22.2 Bidder's/contractor's/tenderer's general responsibilities:

- The bidder/contractor/tenderer shall, subject to the provisions of the contract, and with due care and diligence, execute and maintain the works and provide experienced manpower having knowledge to drill up to 1000m depth of boreholes in HQ/NQ/HWT/NWT or equivalent sizes, thereof accessories, materials, equipment's and such other services, whether of temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract.
- The bidder/contractor/tenderer shall take full responsibility for total security and safety of all site operations and methods of drilling as per the applicable laws and rules. The bidder/contractor /tenderer shall maintain a daily reports record of drilling progress and equipment in a bound page book.

- The bidder/contractor/tenderer shall maintain the full confidentiality of all the project information/data/reports etc as provided by the client, both in oral and written form as well as those of the Documents/Reports of the proposed work under the contract. And nothing will be communicated to the third party without the written consent of the client failing which contract is likely to be terminated and security deposit shall be forfeited.

22.3 Work to be executed to the satisfaction of PI: The bidder/contractor/tenderer shall execute and maintain the work in strict accordance with the contract to the satisfaction of the PI and shall comply with adhere strictly to PI instructions and directions on any matter whether mentioned in the contract or not, touching or concerning the works. In case, PI is not satisfied with the performance of the bidder/contractor/tenderer in terms of the quality and quantity, PI reserves the right to terminate the contract /tenderer will have no claim of compensation whatsoever.

22.4 Damage to persons and property: The bidder/contractor/tenderer shall except if and so far as the contract provides otherwise, indemnify PI against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation there to. If in case the compensation is not paid by the bidder to the aggrieved party, the same will be deducted from the payment due payment of bidder and the same deducted amount will be paid to the aggrieved party.

22.5 Engagement of labour & staff:

- The bidder/ contractor /tenderer shall make his own arrangements for the engagement of all labour and staff, local or otherwise provides, for the transport, housing, feeding and payment thereof and no claim for medical aid to engage or any incidental or any incidental charges will be entertained by PI.
- The bidder/ contractor/tenderer shall at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

22.6 Accident or injury to workmen:

- PI shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any engaged person in the employment of the bidder/contractor/tenderer. The bidder/contractor/tenderer shall indemnify and keep indemnified PI against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof in relation there to.
- **Insurance Against Accident etc., to workmen:** The bidder/contractor/tenderer shall insure against such liability with an insurance as per IRDA regulations, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall, when required produce to PI Representative such policy of insurance and receipt for payment of the current premium will submit the certificate at all workman for unsure during the contract period.

22.7 Compliance with statutes and regulations etc.:

- The bidder/contractor/tenderer shall confirm in all respects with the provisions of any statute, Ordinance or Law as aforesaid and the regulations or bylaws of any local or other duly constituted authority which may be applicable to the works and with such rules and regulations of public bodies and companies as aforesaid and shall keep PI indemnified against all penalties and liability of every kind for breach of any such statute, Ordinance or Law, regulation or bylaws and subsequent amendment if any.
- The bidder/contractor/tenderer shall have to fulfill the provision of labour laws, P.F. Act and rules, contract Labour (Regulations and Abolition) Act 1970 pertaining to employment of labour and other statutory in force from time to time. The selected tenderer will be required to be registered with A.L.C.(C) for the employment/engagement of workers. The bidder/contractor/tender shall indemnify of the existing rules and regulations and legal provisions as well as the rules and regulations in force from time to time and applicable to the work covered in this contract.
- The bidder/contractor/tenderer shall obtain the necessary licenses required licenses required under contract Labour (Regulation & Abolition) Act 1970, and subsequent amendment if any before commencement of the work, if applicable.

- 22.8 Bidder/contractor/tender to keep site clear:** During the progress of the work the bidder/contractor/tenderer shall the site reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or Temporary works no longer required.
- 22.9 Clearance of site on completion:** On the completion of the work the bidder/contractor/tenderer shall clear away and remove from the site all Equipment's, surplus material, rubbish and Temporary works of every kind, and leave the whole of the site and works clean and in a workman like condition to the satisfaction of PI.
- 22.10 Returns of labour& contractor's equipment:** The bidder/contractor/tenderer shall, if required by PI, deliver to PI representative or at his office, a return in detail in such form and at such intervals as the PI may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the bidder/contractor/tenderer on the site and such information regarding Equipment's as the PI Representative may require.
- 22.11 Commencement of Works:** The contractor shall make available drill Rigs at the works on site after issuance of Letter of Award (LOA) only.
- 22.12. Time for completion:**
- Subject to any requirement in the contract as to complete any section of the contract before completion of the whole, the whole of the contract shall be completed within the period as specified in the scope of contract.
 - If the bidder/contractor/tenderer without reasonable cause of valid reason, commits default in commencing the execution of the contract within 60days time of the issue of LOA, PI shall without prejudice to any other right or remedy, be at liberty giving 10 days' notice in writing to the bidder/contractor/tenderer to commence the contract, failing, which to forfeit the Earnest Money Deposit by him.
 - PI, if satisfied that the contract can be completed by bidder/contractor/tenderer within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of Liquidated Damages.
 - If, PI not satisfied that the contract can be completed by the bidder/contractor/tenderer and in the event of failure on the part of the bidder/contractor/tenderer to complete contractor within further extension of time allowed a before said, shall be entitled without prejudice to any other or remedy available in that behalf to rescind the contract.
 - If PI not satisfied with the progress of the contract and in the event of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract and the security may be forfeited.
- 22.13Rate of progress:** Performance of the bidder/contractor/tenderer will be judged on daily basis. If for any reason, which does not entitle bidder/contractor/tenderer to an extension of time, the rate of progress of the works or any section id at any time, in the opinion of PI too slow to ensure completion by the prescribed time or extended time for completion, PI shall so notify bidder/contractor/tenderer in writing and bidder/contractor/tenderer shall thereupon take such steps as are necessary ad PI may approve to expedite progress so as to complete the works by the prescribed time or extended time.
- 22.14Liquidated damages for delay:** If the bidder/contractor/tenderer fails to achieve the monthly target per month of drilling as per program indicated by the PI, the bidder/contractor/tenderer may be penalized by the monitoring committee of the project at the following rates.
- "Two percent of the contract price per month subject to maximum of 10% of the contract value."
 - Non-achievement of targets will not attract any liquidated damage in case the same is established due to Force Majeure.
 - Any delay on part of PI to provide adequate technical support, which is beyond the control of the bidder/contractor/tenderer shall be jointly recorded and certified by the inspection committee. For such delay no liquidated damage shall be deducted.
 - PI will also be at liberty to deduct the penalty from the security deposit or from any sum due or to become due here under, or under any other contract with bidder/contractor/tenderer or may otherwise recover from bidder/contractor/tenderer.

- If the bidder/contractor/tenderer is not able to execute the required quantity, PI may call the Risk tender and work will be got done from third party and cost incurred by PI shall be recovered from the bidder/contractor/tenderer.
- PI may, without prejudice to any other method of recovery, deduct the amount of such damages of such from any amount in its hands, due or which may become due to the bidder/contractor/tenderer from his obligation to complete the contract work, or from any other of his obligation and liabilities under the contract.
- Nothing in paragraph (22.14) shall prevent PI from exercising its right of termination of contract under clause 23.20 hereof and associated clauses thereunder and PI shall be entitled, in the event of exercising it's said right of termination after the date of final completion of the work to liquidated damages as aforesaid for the intervening period in addition to any other amount as may be due to a termination under clause 23.20 hereof.

22.15 Bidder/contractor/tenderer's risk and cost: Despite warnings by PI instructions to the contrary, sublet any part of the contract then PI may, after giving 7 days' notice in writing to the bidder/contractor/tenderer, enter upon the site and the works and expel the bidder/contractor/tenderer from any of his obligations or liabilities under the contract, and may himself complete the contract work or may employ any other bidder/contractor/tenderer to complete the works, at the cost and risk of bidder/contractor/tenderer.

22.16. Certification of completion of works: When the whole contract work have been substantially completed, the bidder/contractor/tenderer may give a notice to that effect to PI inspection committee accompanied by an undertaking to finish any outstanding work, such notice and undertaking shall be in writing and shall be deemed to be a request by the bidder/contractor/tenderer for PI to issue a certificate stating the date on which, in its opinion, the contract work were substantially completed in accordance with the contract or give instruction in writing to the bidder/contractor/tenderer specifying all the work which, in PI opinion, requires to be done by the contractor of any defects in the works affecting substantial completion that may appear after specified therein. The bidder/contractor/tenderer shall be entitled to receive such certificate of completion within 21 days of completion of contract work so specified to the satisfaction of PI and making good any defects so notified.

22.17. Removal of plant etc.: Upon completion of the works the contractor shall remove from the site all the said equipment immediately. The contractor shall cap the bore hole opening with a suitable pillar to avoid mishap.

22.18. Terms of payments:

- The bidder/contractor/tenderer shall *submit (periodical) duly certified by the project director bill for executed work* to inspection committee duly nominated by PI to certify the quality & quantity of the claims and forward to the HOD for further approval.
- Payments would be made by the PI after receiving the bills duly certified bills as mentioned in 6.18(a). All such payments would be made by PI *through check after deducting Income tax, other statutory Taxes Levies as applicable.*
- Security deposit shall be released on the successful completion of contract work in all respect and on issue of final certification from competent authority.
- A committee is also to be nominated by PI, for monitoring of work.

22.19 Termination: If inspection committee of PI considers that the performance of the bidder/contractor/tenderer is unsatisfactory, it shall give bidder/contractor/tenderer written notice specifying the causes of its dissatisfaction and to correct the specified deficiency within 7 days, failing which PI shall have the right to terminate this contract and award the contract work to third party and cost incurred by PI shall be recovered from bidder/contractor/tenderer.

22.20 Force Majeure:

- a. Neither of the bidder/contractor/tenderer here shall be considered in default in performance of the obligations under this contract if such performance is prevented or delayed by events such as war. Including civil war (whether declared or not), civil commotion, extremist's/terrorist's activities, insurgency, hostilities, revolution, riots, strike, lockout, conflagration, epidemics, accidents, fire, flood, draught, earthquake or because of the act of God or caused beyond the reasonable control of the party

affected provided notice in writing is given within 15 days failing which within the shortest possible period by PI to bidder/contractor/tenderer and vice versa.

- b. Soon after the cause of majeure has been removed, the bidder/contractor/tenderer whose ability to perform its obligation has been affected, shall notify the other party of such cessation and of the actual delay occurred in such affected activity adducing necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, the obligation of the party affected shall be suspended during the continuance of any inability so caused until the cause itself and inability resulting there from have this contract shall stand extended by a period equal to the period of delay occasioned by such events.
- b) Should one or both bidder/contractor/tenderer be prevented from fulfilling the obligations by a state of Force Majeure lasting for a period of more than one month, the two parties shall consult each other and decide on the future execution of the contract.

22.21 The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the court of *Srinagar* only. Any legal issue arising out of this contract shall be subject to jurisdiction of *Srinagar court* only.

22.23 Service of Notices on Contractor: All certificates notices or written orders to be given by PI any electronic media to the bidder/contractor/tenderer under the terms of the contract shall be served by sending by post to or delivering the same to the bidder/contractor/tenderer principal place of business, or such address as the bidder/contractor/tenderer shall inform for this purpose.

22.24 Quotation of rates:The rates shall be quoted as per quoted as per format of Price Bid. The schedule provided in these bidding documents shall be used without exception. The rates should be business or such other applicable in the state.

22.25 The bidder/contractor/tenderer has EPF registration and should filed return in at least three years for their employees.

22.26 All work orders should be supported by the contract details of the employers i.e. name and address of the employee, contact person, mobile number/email-id/fax no so that the experience documents can be verified independently by PI.

22.27 The bidder/contractor/tenderer shall be responsible for making all the payments to his employees including wages, leaves etc. in accordance with the provisions of relevant labour laws and for strict observance and compliance of all relevant labour and other applicable laws as are applicable or may become applicable in future including but not limited to any liability under the minimum wages Act, Industries Disputes Act, Contract Labour (Regulation & Abolition) Act, Employee state Insurance Act, Employees Provident Act, Payment of Gratuity Act Payment of Bonus Act, workmen Compensation Act and or any other statutory obligations including any financial liability or the obligation to maintain registers and/or records under the said Acts and the rules framed under GOI will have to liability whatsoever in this regard.

22.28 The bidder/contractor/tenderer shall be responsible for securing a Third party Insurance Policy to protect and cover all types of accidents and injuries to any person while working within the premises of the proposed sites.

22.29 The person deployed by the bidder/contractor/tenderer should be trained, presentable and polite in behavior at all times and shall have requisite experience and skills for carrying out assigned work. The bidder/contractor/tenderer shall be responsible for their good conduct and discipline and make good any loss caused by them to the property of PI. Details regarding the training imparted to employees should be attached with the technical bids. The staff at all-time wear prescribed uniform provided by the bidder/contractor/tenderer.

23 Responsibilities of PI and bidder/contractor/tenderer:

S.No.	Items	Responsibility
1	Requirement of tools/tackles	Bidder/contractor/tenderer

2	Infrastructure at the drill site to complete the awarded work.	Bidder/contractor/tenderer
3	Accommodation including water & electricity, Medical, facilities to their employees.	Bidder/contractor/tenderer
4	Engagement of manpower	Bidder/contractor/tenderer
5	Rigs, mud pumps and other accessories. Drilling and drinking water arrangement at site.	Bidder/contractor/tenderer
6	Collection of core in G.I. core boxes & preservation of core samples at the discretion of PI.	Bidder/contractor/tenderer
7	Location of boreholes	PI
8	Negotiation with land owner/forest clearance etc for the bore hole	Bidder/contractor/tenderer

NORMS FOR BID SECURITY/EARNEST MONEY DEPOSIT (REFUNDABLE)

- A. Tenderers who are not registered with DGS & D with NSIC under single point registration for stores as per this Tender Enquiry are required to furnish Bid Security/Earnest Money Deposit to the tune of **Rs.50,000/-** in the name of **Dr Rakesh Chandra, PI-MoES project, Department of Earth Sciences, University of Kashmir, Hazratbal, Srinagar, J&K-190006.**
- B. For proof of registration, tenderer must furnish photocopy of their registration certificate along-with their offer and the tenderer is to ensure to this effect.
- C. The bid security/Earnest Money can be furnished in any way of the following forms:-
- Crossed Bank Draft, in favour of **Dr Rakesh Chandra Principal Investigator, Department of Earth Sciences, University of Kashmir, Hazratbal, Srinagar-190 006 J&K** from any commercial Bank payable at Srinagar.
 - Bank Guarantee in favour of **Dr Rakesh Chandra Principal Investigator, Department of Earth Sciences, University of Kashmir, Hazratbal Srinagar-190006,India** from any Indian commercial Bank (Annexure IV)
 - The Bid Security/Earnest Money in the form of cheque in any forms is not acceptable and the tenderer will summarily be ignored.
 - Any offer by unregistered tender not accompanied with the Bid security Earnest Money in the above-mentioned forms shall be rejected straightway.
 - The Bid Security/Earnest Money is to be remained valid for the period of 180 days from the date of opening the tender and remained valid for further period of 180 days from the date of validity of the tender. In the validity of the Bank Draft etc. submitted, should be suitably extended by the Tender, if need be beyond validity of the tender, failing which the offer after the expiry of the validity of the tender should be considered by the purchaser.
 - The validity of Bank/Demand Draft should be extended suitably by the successful tenderer, if need be, until the order contract materializes fully or as per desire of the purchaser. No interest will be payable by the purchaser on the Bid security/Earnest Money.
 - The Bid Security/Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends or impairs or derogates the offer in any respect within the period of validity of the Tender.
 - The Bid Security/Earnest Money of the successful tenderer shall be refunded after performance security deposit as required vide Rule 158 of the General finance Rule 2005 is furnished. If the successful fails to furnish the performance security Deposit as required vide Rule 158 of the General Financial Rule 2005 then the Bid Security/Earnest Money shall be liable to be forfeited.
- D. The Bid security/Earnest Money of the unsuccessful tenderer will be returned as early as possible after the expiration of the period of tender validity (but not later 30 days of the award of contract).
- E. The tenderer shall send a pre-receipted challan along with their tender so that the refund of Bid Security/Earnest Money, after the tender is rejected, can be made the stipulated period.

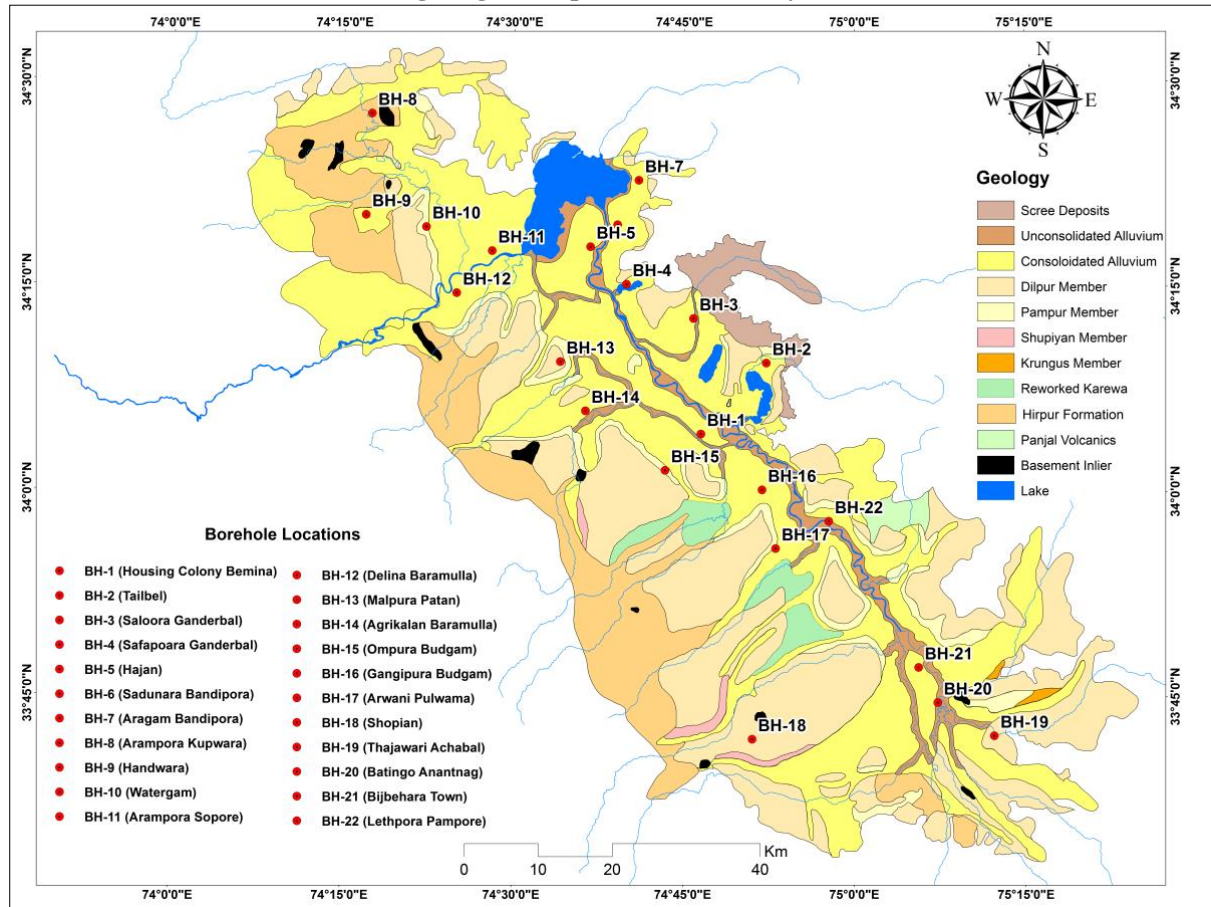
CHECK LIST (ON THE LETTER HEAD OF THE BIDDER)

The Bid must include a check list in the following format. No document in support of minimum eligibility criteria will be accepted / entertained after opening of tender.

Sl. No	Documents	YES/No	Proof of Document Attached
1.	Cover letter by bidder (On the Letter Head of the Bidder).	As per the format given in Annexure II	
2.	Check List	As given in the tender document	
3.	Tender Fee.	As given in tender document	
4.	Earnest Money Deposit (EMD), if required.	As given in tender document	
5.	Registration Certificate of the Bidder	Copy of Registration Certificate	
6.	Documents in proof of Minimum Average Annual Turnover as per tender Documents	(Balance Sheet/CA Certificate, etc.)	
7.	Documents in proof of Similar work experience	(Copy of Work, etc.)	
8.	Affidavit to the effect that the bidder is not Black Listed by any State/Central Universities NIT/IIT/IIT	Furnish details as per Annexure-III	
9.	Documents in proof of Availability of Technical and Financial strength to undertake the work	Dealership/Distributor/OEM Certificate, Any valid document in proof of financial strength Annexure-C	
10.	Latest Income Tax Return (Last Three Years)	Copies of Income Tax Returns filed for last three years Annexure-D	

Annexure-I

Tentative 22 Nos. selected location of sites for 20 Nos. borehole SPT geotechnical investigation and geological map of Kashmir Valley



S. No.	Borehole ID	Location	Latitude	Longitude	Elevation
1	BH 01	Housing, Colony Bemina	34 04 13	74 46 30	1583
2	BH 02	Tailbal, Srinagar	34 09 25	74 52 15	1592
3	BH 03	Saloorā, Ganderbal	34 12 40	74 45 50	1691
4	BH 04	Zanipora, Ganderbal	34 15 09	74 39 56	1555
5	BH 05	Hajan	34 17 53	74 36 45	1550
6	BH 06	Sadunara, Bandipora	34 19 30	74 39 08	1557
7	BH 07	Aragam, Bandipora	34 22 45	74 41 00	1594
8	BH 08	Arampora. Kupwara	34 27 34	74 17 27	1564
9	BH 09	Handwara	34 02 10	74 16 58	1570
10	BH 10	Watergam	34 19 18	74 22 17	1587
11	BH 11	Arampora, Sopore	34 17 34	74 28 05	1585
12	BH 12	Delina, Baramulla	34 14 29	74 24 59	1565
13	BH 13	MalpuraBuran,Patan	34 09 29	74 34 08	1545
14	BH 14	Agrikalan, Baramulla	34 05 54	74 36 21	1567
15	BH 15	Ompura, Budgam	34 01 34	74 43 22	1604
16	BH 16	Gangipura, Budgam	34 00 09	74 51 53	1561
17	BH 17	Arwani, Pulwama	33 55 52	74 53 05	1594
18	BH 18	Shopian	33 41 57	74 50 51	2052
19	BH 19	Thajwari, Achabal	33 42 11	75 12 15	1622
20	BH 20	Batingoo, Anantnag	33 44 37	75 07 18	1572
21	BH 21	Bijbehara Town	34 47 03	74 05 32	1620
22	BH 22	Lethpora, Pampore	33 57 52	74 57 45	1602

Annexure II

TENDER NOTIFICATION NO: -----

Cover Letter

**Principal Investigator
Department of Earth Science
University of Kashmir, Srinagar
J&K, India**

We the undersigned (herein after called as Contractor/Vendors/Suppliers) hereby offer to execute work as per specification against which we have quoted our rates and for which this tender may be accepted at the rates stated there in and subject to the terms & conditions set forth for such items.

Date this _____ Day of _____

Signature of Contractor _____

Address _____

Annexure III

**AFFIDAVIT REGARDING BLACKLISTING/ NONBLACKLISTING FROM
TAKING PART**

(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S.----- hereby declare that the firm/company namely M/S.----- has not been blacklisted or debarred in the past by Department Of Earth Sciences, UNIVERSITY OF KASHMIR, Srinagar or any other Government organization from taking part in Government tenders. Or I / We Proprietor/ Partner(s)/ Director(s) of M/S.-----hereby declare that the firm/company namely M/S.----- was blacklisted or debarred by Department Of Earth Sciences Technology, UNIVERSITY OF KASHMIR, Srinagar, or any other Government Department from taking part in Government tenders for a period of ----- years w. e. f.----- . The period is over on-----and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by Department of Earth Sciences, UNIVERSITY OF KASHMIR, Srinagar, and EMD/SD shall be forfeited. In addition to the above Department of Earth Sciences, UNIVERSITY OF KASHMIR, Srinagar, will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Capacity in which assigned:

Name & address of the firm:

Date:

Signature of Bidder with seal.

**BANK GUARANTEE FORMAT
BANK GUARANTEE FORMAT FOR FURNISHING EMD/BID SECURITY**

Whereas.....(Here in after called the “tender”) has submitted their offer dated.....For the execution of work(Here in after called “tender”)**KNOW ALL MEN** by these presents that We.....ofhaving our registered office atare bound unto..... (Here in after called the “Bank”).....in the sum of(Here in after called the “Purchaser”)For which payment will and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents. Sealed with the common seal Bank thisday of 20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
3. If the tenderer fails to furnish the Performance security for the due performance of the contract.
4. Fails or refuses to execute the contract.

We undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank with seal)

**BANK GUARANTEE PROFORMA FOR FURNISHING
PERFORMANCE SECURITY**

In consideration for Principal Investigator on behalf of the President of India (here in after called “the Government” having agreed to contractor(s)” from the demand, under the terms and conditions of an Agreement dated.....made between.....and.....of performance security for the due fulfilment of the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....Rupees.....(indicated the name of the Bank) at the request ofcontractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs.....Against any loss or damage caused to or suffered would be caused to or suffered by the Government by reason of any breach of the said contractor(s) of any of the terms or conditions contained in the said Agreement.

Wedo hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of beach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

We,further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged.