

REQUEST FOR QUOTATION (RFQ)
FOR
MARINE GEOTECHNICAL INVESTIGATION FOR
MLT-II PROJECT AT ENNORE PORT
(Two Cover System)

Consultant

Prof. S. Nallayarasu



DEPARTMENT OF OCEAN ENGINEERING
INDIAN INSTITUTE OF TECHNOLOGY MADRAS
CHENNAI – 600 036

Client



Hindustan Petroleum Corporation Ltd.
Gresham Assurance Building, 2nd Floor, Sir P. M. Road
Fort, Mumbai – 400 001

JUNE 2018



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 2/ 56

JUNE 2018

TABLE OF CONTENTS

1. INTRODUCTION	4
2. INSTRUCTIONS TO BIDDERS	5
2.1. SCHEDULE OF BIDDING PROCESS	5
2.2. GENERAL TERMS OF BIDDING	5
2.3. ELIGIBILITY AND QUALIFICATION REQUIREMENTS OF BIDDER	7
2.4. PROPRIETARY DATA	8
2.5. COST OF BIDDING	9
2.6. SITE VISIT AND VERIFICATION OF INFORMATION.....	9
2.7. VERIFICATION AND DISQUALIFICATION.....	10
2.8. AMENDMENT OF RFQ.....	11
2.9. FORMAT AND SIGNING OF BID	12
2.10. DOCUMENTS COMPRISING TECHNICAL AND FINANCIAL BID.....	12
2.11. BID DUE DATE.....	13
2.12. LATE BIDS	13
2.13. OPENING OF BIDS	13
2.14. REJECTION OF BIDS	14
2.15. VALIDITY OF BIDS	14
2.16. CONFIDENTIALITY	14
2.17. CORRESPONDENCE WITH THE BIDDER	14
2.18. BID SECURITY.....	15
3. EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF BIDS	16
3.1 EVALUATION OF TECHNICAL BIDS	16
3.2 SELECTION OF BIDDER	16
3.3 CONTACTS DURING BID EVALUATION	17
3.4 CORRESPONDENCE WITH BIDDER	17
4. FRAUD AND CORRUPT PRACTICES	18
5. PRE-BID CONFERENCE.....	19
6. MISCELLANEOUS	20
7. TECHNICAL SPECIFICATION	21
7.1. SITE LOCATION	21
7.2. SCOPE OF WORK	24
7.3. CODES AND STANDARDS	24
7.4. BOREHOLE LOCATIONS	25



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 3/ 56

JUNE 2018

7.5.	EQUIPMENT AND MANPOWER REQUIREMENTS	25
7.6.	METHODOLOGY	25
7.7.	CONDUCTING STANDARD PENETRATION TEST (SPT)	27
7.8.	UNDISTURBED SAMPLING REQUIREMENT.....	27
7.9.	FACTUAL REPORT.....	27
7.10.	LABORATORY TESTS	28
7.11.	DELIVERABLES	28
7.12.	REPORT FORMAT	28
7.13.	SCHEDULE	29
8.	TERMS OF EMPLOYMENT	30
8.1	OBLIGATIONS OF THE CONTRACTOR.....	30
8.2	ELECTRICITY, WATER AND OTHER SERVICES	31
8.3	CONTRACTOR'S PERSONNEL.....	31
8.4	BANK GUARANTEE FOR ADVANCE PAYMENT	32
8.5	ACCESS TO SITE.....	32
8.6	GEOLOGICAL AND ARCHAEOLOGICAL FINDS	32
8.7	TERMINATION FOR CONTRACTOR DEFAULT.....	33
8.8	INSURANCE FOR WORKS AND MAINTENANCE	33
8.9	INDEMNITY	34
APPENDIX I	LETTER COMPRISING THE TECHNICAL BID	
APPENDIX II	LETTER COMPRISING THE FINANCIAL BID	
APPENDIX III	DETAILS OF BIDDER	
APPENDIX IV	TECHNICAL CAPACITY OF THE BIDDER	
APPENDIX V	BANK GUARANTEE FOR BID SECURITY	
APPENDIX VI	FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID	
APPENDIX VII	FORMAT FOR DETAILS OF EQUIPMENT AND METHODS OF EXECUTION	
APPENDIX VIII	FORMAT FOR NON-DISCLOSURE AGREEMENT	
APPENDIX IX	INDICATIVE BOREHOLE LOCATION	



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 4/ 56

JUNE 2018

1. INTRODUCTION

Kamarajar Port has issued a letter to Hindustan Petroleum Corporation Limited (HPCL) and Bharat Petroleum Corporation Limited (BPCL) JV Company for the development of MLT-II jetty alongside the northern break water south of existing Marine Liquid Terminal I (MLT-I).

The HPCL has appointed Department of Ocean Engineering, IIT Madras as the CONSULTANT/EPC for the preparation of Detailed Project Report through a Letter of acceptance Dated 30th May 2018 and confirmed through a formal Purchase Order : 18000090-ON-10002/DHP dated 8th June 2018.

This document describes the requirement for carrying out offshore geotechnical investigation at the proposed site. Following definition applies this specification and all associated work to carry out the survey and geotechnical investigation.

- The CLIENT where used in this specification shall mean Hindustan Petroleum Corporation Limited.
- The CONTRACTOR is the party which will carry out the said bathymetry survey, Geotechnical investigation and services to perform the duties specified by the OWNER / OWNER's Engineer / CONSULTANT.
- The CONSULTANT/EPC means the OWNER's Engineer in this case is The Department of Ocean Engineering, IIT Madras (Prof. S. Nallayarasu).
- The Exclusive Purchase Committee (EPC) means the committee appointed by the Dean IC&SR exclusively for the selection of contractor to carry out this work.
- The WORK means the marine geotechnical investigation for the development of MLT-II at Ennore Port

This CONSULTANT/EPC wish to tender for the geotechnical investigation to determine the soil strata and to carry out laboratory studies on the samples to arrive at the pile foundation capacity for the marine jetty and approach trestle. The tender will be open to all eligible companies as a single entity to bid for the work on a lump sum basis. The Request for Quotation (RFQ) consists of the following.

- SECTION 2 : INSTRUCTION TO BIDDERS
- SECTION 3 : EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF BIDS
- SECTION 4 : FRAUD AND CORRUPT PRACTICES
- SECTION 5 : PRE-BID CONFERENCE
- SECTION 6 : MISCELLANEOUS
- SECTION 7 : TECHNICAL SPECIFICATION



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 5/ 56

JUNE 2018

2. INSTRUCTIONS TO BIDDERS

2.1. Schedule of Bidding Process

The CONSULTANT/EPC shall endeavour to adhere to the following schedule:

Sl. No	Event Description	Cardinal Dates
1	Invitation of RFQ	21.06.2018
2	Start date of downloading tender document	21.06.2018
3	Pre-BID meeting at venue	03.07.2018
4	BID Due Date	17.07.2018
5	Physical Submission of Bid	On or before 17.07.2018 up to 1600 hrs
6	Opening of Technical bids	17.07.2018 at 1615 hrs
7	Opening of Financial bids	18.07.2018 at 1000 hrs
8	Declaration of successful bidder	will be notified to the eligible bidders
9	Validity of BID	90 days from BID Due Date

Bid due date cannot be changed.

2.2. General terms of Bidding

- 2.2.1. No Bidder shall submit more than one BID for the Project.
- 2.2.2. Notwithstanding anything to the contrary contained in this RFQ, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.2.3. The BID shall be furnished in the format exactly as per Appendix-I & II i.e. Technical Bid as per Appendix I and Financial Bid as per Appendix II. BID amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.2.4. The Bidder shall deposit a BID Security of **Rs.2.00 Lakhs (Rupees Two Lakh Only)** in accordance with the provisions of this RFQ. The Bidder has to provide the BID Security in the form of a Bank Guarantee acceptable to the CONSULTANT/EPC, as per format at Appendix-III.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 6/ 56

JUNE 2018

- 2.2.5. The validity period of the Bank Guarantee, shall not be less than 90 (Ninety) days from the BID Due Date, inclusive of a claim period of 30 (Thirty) days, and may be extended as may be mutually agreed between the CONSULTANT/EPC and the Bidder. The BID shall be summarily rejected if it is not accompanied by the BID Security. The BID Security shall be refundable no later than 120 (One Hundred and Twenty) days from the BID Due Date except in the case of the Selected Bidder whose BID Security shall be retained till completion of the project.
- 2.2.6. The Bidder should submit a Power of Attorney as per the format at [Appendix-VI](#), authorizing the signatory of the BID to commit the Bidder.
- 2.2.7. Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.
- 2.2.8. The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language. The documents including this RFQ and all attached documents, provided by the CONSULTANT/EPC are and shall remain or become the property of the CONSULTANT/EPC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their BID. The provisions of this Clause [2.2.8](#) shall also apply mutatis mutandis to BIDs and all other documents submitted by the Bidders, and the CONSULTANT/EPC will not return to the Bidders any BID, document or any information provided along therewith.
- 2.2.9. This RFQ is not transferable.
- 2.2.10. Any award of Project pursuant to this RFQ shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in [clause 2.3](#).
- 2.2.11. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Application, would not be eligible to submit.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 7/ 56

JUNE 2018

- 2.2.12. The Bidder should, in the last 2 (two) years, have neither failed to perform for the works of Central Government, any State Government, a statutory authority or a public sector undertaking as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder including individual or any of its Joint Venture Member, as the case may be, nor has been expelled or terminated by Central Government, any State Government, a statutory authority or a public sector undertaking for breach by such Bidder including individual or any of its Joint Venture Member.
- 2.2.12.1. The Bidder may provide details of all their on-going projects along with updated stage of litigation, if so, against the CONSULTANT/EPC / Government (state or central).
- 2.2.12.2. The Bidder may also provide details of updated on-going process of blacklisting if so, under any contract with CONSULTANT/EPC / Government (state or central).
- 2.2.12.3. The CONSULTANT/EPC reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 2.2.12. The decision of the CONSULTANT/EPC in this case shall be final.

2.3. Eligibility and qualification requirements of Bidder

- 2.3.1. For determining the eligibility of Bidder the following shall apply:
- a) The Bidder shall be a single entity.
 - b) Joint Venture is not permitted for this work.
 - c) A Bidder shall not have a conflict of interest (**the “Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security.
 - d) A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the CONSULTANT/EPC in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or during execution.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 8/ 56

JUNE 2018

2.3.2. Qualification requirements of Bidders:

- a) For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have received payments for of Eligible Project(s) such that the sum total thereof, is more than Rs. 1.00 Crore (Rupees One Crore Only) (the “Threshold Technical Capacity”).
- b) Provided that at least one similar work of marine geotechnical investigation having a total Project Cost Rs. 25 Lakhs (Rupees Twenty Five Lakhs only) shall have been completed and the funds received by them within last five financial years.
- c) Eligible project means project consisting of marine geotechnical investigation in water depth exceeding 15m using either spud pontoon or jackup barge or platform structure using tubular truss etc. and drilled to a minimum depth of 25m below seabed and successfully completed the project including collection of samples, laboratory testing of samples and preparation and submission of reports for soil stratification and strength parameters.

2.3.3. Submission in support of Technical Capacity

- a) The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.
- b) The Bidder must provide the necessary information relating to Technical Capacity as per format at [Appendix-IV](#).
- c) The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at [Appendix IV](#).

2.4. Proprietary data

All documents and other information supplied by the CONSULTANT/EPC or submitted by a Bidder to the CONSULTANT/EPC shall remain or become the property of the CONSULTANT. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. **The intending bidder has to email the scanned copy of NDA (duly signed by the authorized representative of firm)**. The format for the NDA is attached in [Appendix VIII](#). The intending bidder should submit hard copy of non-disclosure agreement duly signed by authorized representative of the firm before site visit/ pre-bid meeting. The CONSULTANT/EPC will not return any Bid or any information provided along therewith.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 9/ 56

JUNE 2018

2.5. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their BIDs and their participation in the Bidding Process. The CONSULTANT/EPC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.6. Site visit and verification of information

2.6.1. Bidders are encouraged to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water & other utilities for work, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to familiarize themselves with the project site by making a site visit. **No extension of time is likely to be considered for submission of Bids.**

2.6.2. It shall be deemed that by submitting a BID, the Bidder has:

- (i) made a complete and careful examination of the Bidding Documents, Schedules;
- (ii) received all relevant information requested from the CONSULTANT;
- (iii) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the CONSULTANT/EPC relating to any of the matters referred to in Clause 2.6.1 above. No claim shall be admissible at any stage on this account.
- (iv) satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the CONSULTANT/EPC, or a ground for termination of the Agreement by the Contractor;



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 10/ 56

JUNE 2018

- (vi) acknowledged that it does not have a Conflict of Interest; and
(vii) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.3. The CONSULTANT/EPC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ, including any error or mistake therein or in any information or data given by the CONSULTANT.

2.7. Verification and Disqualification

2.7.1. The CONSULTANT/EPC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ and the Bidder shall, when so required by the CONSULTANT/EPC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the CONSULTANT/EPC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the CONSULTANT/EPC thereunder.

2.7.2. The CONSULTANT/EPC reserves the right to reject any BID and appropriate the BID Security if:
(a) at any time, a material misrepresentation is made or uncovered, or
(b) the Bidder does not provide, within the time specified by the CONSULTANT/EPC, the supplemental information sought by the CONSULTANT/EPC for evaluation of the BID.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/ rejected. If such disqualification/rejection occurs after the BIDs have been opened and the lowest Bidder gets disqualified / rejected, then the CONSULTANT/EPC reserves the right to annul the Bidding Process and invites fresh BIDs.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 11/ 56

JUNE 2018

- 2.7.3. In case it is found during the evaluation or at any time before issuance of Letter of Award, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the CONTRACTOR and if the Selected Bidder has already been issued the LOA the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the CONSULTANT/EPC to the Selected Bidder or the Contractor, as the case may be, without the CONSULTANT/EPC being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the CONSULTANT/EPC shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the CONSULTANT/EPC under the Bidding Documents.
- 2.7.4. Bidders requiring any clarification on the RFQ may notify the CONSULTANT/EPC in writing by e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in **Clause 2.1**. The CONSULTANT/EPC shall endeavour to respond to the queries within a reasonable period of time as the intended bid duration is short but prior to the BID Due Date. The CONSULTANT/EPC will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries and the same will be sent by email.
- 2.7.5. The CONSULTANT/EPC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the CONSULTANT/EPC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the CONSULTANT/EPC to respond to any question or to provide any clarification.
- 2.7.6. The CONSULTANT/EPC may also on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the CONSULTANT/EPC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by CONSULTANT/EPC or its employees or representatives shall not in any way or manner be binding on the CONSULTANT.

2.8. Amendment of RFQ

- 2.8.1. At any time prior to the BID Due Date, the CONSULTANT/EPC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ by the issuance of Addenda.
- 2.8.2. Any Addendum issued hereunder will be uploaded on the e-procurement portal <http://tenders.iitm.ac.in>.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 12/ 56

JUNE 2018

2.8.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the CONSULTANT/EPC may, in its sole discretion, extend the BID Due Date.

2.9. Format and Signing of BID

2.9.1. The Bidder shall provide all the information sought under this RFQ. The CONSULTANT/EPC will evaluate only those BIDs that are received in the required formats and complete in all respects and Bid Security, instruments towards payment of cost of Bid document, Power of Attorney, are received in hard copies.

2.9.2. The BID shall be typed and signed in indelible [blue ink](#) by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialed by the person(s) signing the BID.

2.10. Documents comprising Technical and Financial BID

2.10.1. The Bidder shall submit the (A) Technical Bid & (B) Financial Bid in **Separate Sealed Envelopes** in hard copy format comprising of the following documents along with supporting documents as appropriate:

(A) Technical Bid

- (a) Appendix-I (Letter comprising the Technical Bid).
- (b) Appendix-III (details of the bidder)
- (c) Power of Attorney for signing the BID as per the format at Appendix-VI;
- (d) BID Security of Rs. 2.00 Lakh (Rupees Two Lakhs Only) in the form of Bank Guarantee in the format at Appendix-V from a Scheduled Bank;
- (e) Method statement as per Appendix VI.

The envelope containing Technical Bid shall be titled as “(A) TECHNICAL BID - **BID for the MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II PROJECT AT ENNORE PORT**” and the bidder name and address shall be written clearly on the cover.

(B) Financial Bid

- (f) Appendix-II (Letter comprising the Financial Bid).

The envelope containing Financial Bid shall be titled as “(B) FINANCIAL BID - BID for the OFFSHORE GEOTECHNICAL INVESTIGATION FOR MLT-II PROJECT AT ENNORE PORT” and the bidder name and address shall be written clearly on the cover.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 13/ 56

JUNE 2018

- 2.10.2. The Envelopes titled as (A) Technical Bid and (B) Financial Bid shall be placed in another larger envelope, which shall be sealed. The envelope shall clearly bear the identification **“BID for the MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II PROJECT AT ENNORE PORT”** and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right hand top corner of the envelope.
- 2.10.3. The envelope shall be addressed to the following CONSULTANT/EPC and shall be submitted at the respective address on or before the bid due date and time:
ADDRESS:
Senior Manager (Project Purchase)
II Floor, IC&SR Building
Indian Institute of Technology Madras
Chennai – 600 036
PHONE NO: 044-22579798
E-MAIL ADDRESS: smpur-icsr@iitm.ac.in
- 2.10.4. If the envelope is not sealed and marked as instructed above, the CONSULTANT/EPC assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.
- 2.10.5. **BIDs submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.**

2.11. BID Due Date

Technical & Financial BID comprising of the documents listed at clause 2.11.1 of the RFQ shall be submitted in hard copy on or before **1600 hrs on 17.07.2018**. A receipt thereof should be obtained from the person/Authorized representative of CONSULTANT/EPC specified at **Clause 2.11.3**.

2.12. Late BIDs

Physical receipt of documents listed at clause 2.11.2 of the RFQ after the prescribed date and time at **clause 2.12** shall not be considered and the bid shall be summarily rejected.

2.13. Opening of BIDs

- 2.13.1. Opening of BIDs will be done through hard copies of the bids received in sealed envelopes.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 14/ 56

JUNE 2018

2.13.2. The CONSULTANT/EPC shall open Technical BIDs **on 17.07.2018 at 1615 hours**, in the presence of the authorized representatives of the Bidders, who choose to attend. The COMMITTEE will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFQ.

2.14. Rejection of BIDs

2.14.1. Notwithstanding anything contained in this RFQ, the CONSULTANT/EPC reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the CONSULTANT/EPC rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

2.14.2. The CONSULTANT/EPC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.

2.15. Validity of BIDs

The BIDs shall be valid for a period of not less than **90 (Ninety)** days from the BID Due Date. The validity of BIDs may be extended by mutual consent of the respective Bidders and the CONSULTANT.

2.16. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the CONSULTANT/EPC in relation to, or matters arising out of, or concerning the Bidding Process. The CONSULTANT/EPC will treat all information, submitted as part of the BID, in confidence and will require all those who have access to such material to treat the same in confidence. The CONSULTANT/EPC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the CONSULTANT/EPC or as may be required by law or in connection with any legal process.

2.17. Correspondence with the Bidder

Save and except as provided in this RFQ, the CONSULTANT/EPC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any BID.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 15/ 56

JUNE 2018

2.18. BID Security

- 2.18.1. The Bidder shall furnish as part of its BID, a BID Security referred to in **Clauses 2.2.4** and 2.1.7 hereinabove in the form of a bank guarantee issued by nationalized bank, or a Scheduled Bank in India in favour of the CONSULTANT/EPC in the format at **Appendix-V** (the —Bank Guarantee) and having a validity period of not less than 90 (Ninety) days from the BID Due Date, inclusive of a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the CONSULTANT/EPC and the Bidder from time to time. The Bid security shall be enforceable and encashable at Chennai. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.18.2. Any BID not accompanied by the BID Security shall be summarily rejected by the CONSULTANT/EPC as non-responsive.
- 2.18.3. The Selected Bidder's BID Security will be returned, **without any interest**, upon the bidder signing the Acceptance of work by a Letter of Acceptance of award or Purchase Order (PO).
- 2.18.4. The CONSULTANT/EPC shall be entitled to forfeit and appropriate the BID Security as Damages inter alia in any of the events specified in **Clause 2.19.5** herein below. The Bidder, by submitting its BID pursuant to this RFQ, shall be deemed to have acknowledged and confirmed that the CONSULTANT/EPC will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFQ. No relaxation of any kind on BID Security shall be given to any Bidder.
- 2.18.5. The BID Security shall be forfeited and appropriated by the CONSULTANT/EPC as damages payable to the CONSULTANT/EPC for, inter-alia, time cost and effort of the CONSULTANT/EPC without prejudice to any other right or remedy that may be available to the CONSULTANT/EPC under the bidding document under the following conditions:
- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFQ;
 - If a Bidder withdraws its BID during the period of Bid validity as specified in this RFQ and as extended by mutual consent of the respective Bidder(s) and the CONSULTANT;



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 16/ 56

JUNE 2018

3. EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF BIDS

3.1 Evaluation of Technical Bids

- 3.1.1 The COMMITTEE shall open the Technical BIDs received physically at **1615 hours IST on 17.07.2018**, at the place specified. The CONSULTANT/EPC shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.
- 3.1.2 Upon Scrutiny of technical bids, the financial bids of qualified bidders will be opened at **1000 hours IST on 18.07.2018**, at the place specified.
- 3.1.3 Bids of those Bidders who have not submitted their Bid in full compliance, shall be rejected.
- 3.1.4 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the CONSULTANT/EPC may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.
- 3.1.5 To facilitate evaluation of BIDs, the CONSULTANT/EPC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its BID. Such clarification(s) shall be provided within the time specified by the CONSULTANT/EPC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.1.6 If a Bidder does not provide clarifications sought under **Clause 3.1.4** above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the CONSULTANT/EPC may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the CONSULTANT/EPC.

3.2 Selection of Bidder

- 3.2.1. Subject to the provisions of **Clause 2.15.1**, the Bidder who quotes lowest price (excluding GST) shall be declared as the selected Bidder (the **Selected Bidder**).
- 3.2.2. In the event that two or more Bidders quote the same BID Price (the "**Tie BIDs**"), the CONSULTANT/EPC shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 17/ 56

JUNE 2018

- 3.2.3. In the event that the Lowest Bidder is not selected for any reason, the CONSULTANT/EPC shall annul the Bidding Process and invite fresh BIDs. In the event that the CONSULTANT/EPC rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.
- 3.2.4. After selection, a Letter of Award (the —LOA) or Purchase Order (PO) shall be issued, in duplicate, by the CONSULTANT/EPC to the Selected Bidder and the Selected Bidder shall, within 3(three) days of the receipt of the LOA or PO as the case may be, sign and return the duplicate copy of the LOA or PO in acknowledgement thereof. In the event the duplicate copy of the LOA or PO duly signed by the Selected Bidder is not received by the stipulated date, the CONSULTANT/EPC may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA or PO as the case may be.
- 3.2.5. CONSULTANT/EPC shall return Bid Security of all bidders except L-1 within two week from opening of financial bid.

3.3 Contacts during BID Evaluation

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the CONSULTANT/EPC makes official intimation of award/ rejection to the Bidders. While the BIDs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the CONSULTANT/EPC and/ or their employees/ representatives on matters related to the BIDs under consideration.

3.4 Correspondence with Bidder

Save and except as provided in this RFQ, the CONSULTANT/EPC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

- 3.5. Any information contained in the Bid shall not in any way be construed as binding on the CONSULTANT/EPC, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.6. The CONSULTANT/EPC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 18/ 56

JUNE 2018

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA or PO and during the execution of work. Notwithstanding anything to the contrary contained herein, or in the LOA or PO, the CONSULTANT/EPC may reject a BID, withdraw the LOA or PO, or terminate the PO, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the CONSULTANT/EPC shall be entitled to forfeit and appropriate the BID Security as Damages, without prejudice to any other right or remedy that may be available to the CONSULTANT/EPC under the Bidding Documents and/or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the CONSULTANT/EPC under **Clause 4.1** hereinabove and the rights and remedies which the CONSULTANT/EPC may have under the LOA or the PO, or otherwise if a Bidder or Contractor, as the case may be, is found by the CONSULTANT/EPC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or PO or the execution of the PO, such Bidder shall not be eligible to participate in any tender or RFQ issued by the CONSULTANT/EPC during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the CONSULTANT/EPC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means
- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CONSULTANT/EPC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the PO or arising therefrom, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CONSULTANT/EPC, shall be deemed to constitute influencing the actions of a person connected with the



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 19/ 56

JUNE 2018

Bidding Process); or

(ii) save and except as permitted under the **Clause 2.3.1(c)** of this RFQ, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or PO or after the acceptance of the PO, as the case may be, any person in respect of any matter relating to the Project or the LOA or the PO, who at any time has been or is a legal, financial or technical adviser of the CONSULTANT/EPC in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means establishing contact with any person connected with or employed or engaged by the CONSULTANT/EPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii)having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-BID conference of the Bidders shall be convened at the designated date, time and place. A maximum of **TWO** representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the CONSULTANT/EPC. The CONSULTANT/EPC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 Pre-bid conference the bidders shall be held at the following address specified in clause 2.11.3.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 20/ 56

JUNE 2018

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at **Chennai** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The CONSULTANT/EPC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the CONSULTANT/EPC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the CONSULTANT/EPC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 21/ 56

JUNE 2018

7. TECHNICAL SPECIFICATION

7.1. Site Location

The Proposed site is located at Vallur Village, Thiruvallur district, in Tamil Nadu. The site is 25km to the North of Chennai. The location of the proposed site is shown in figure 7.1.

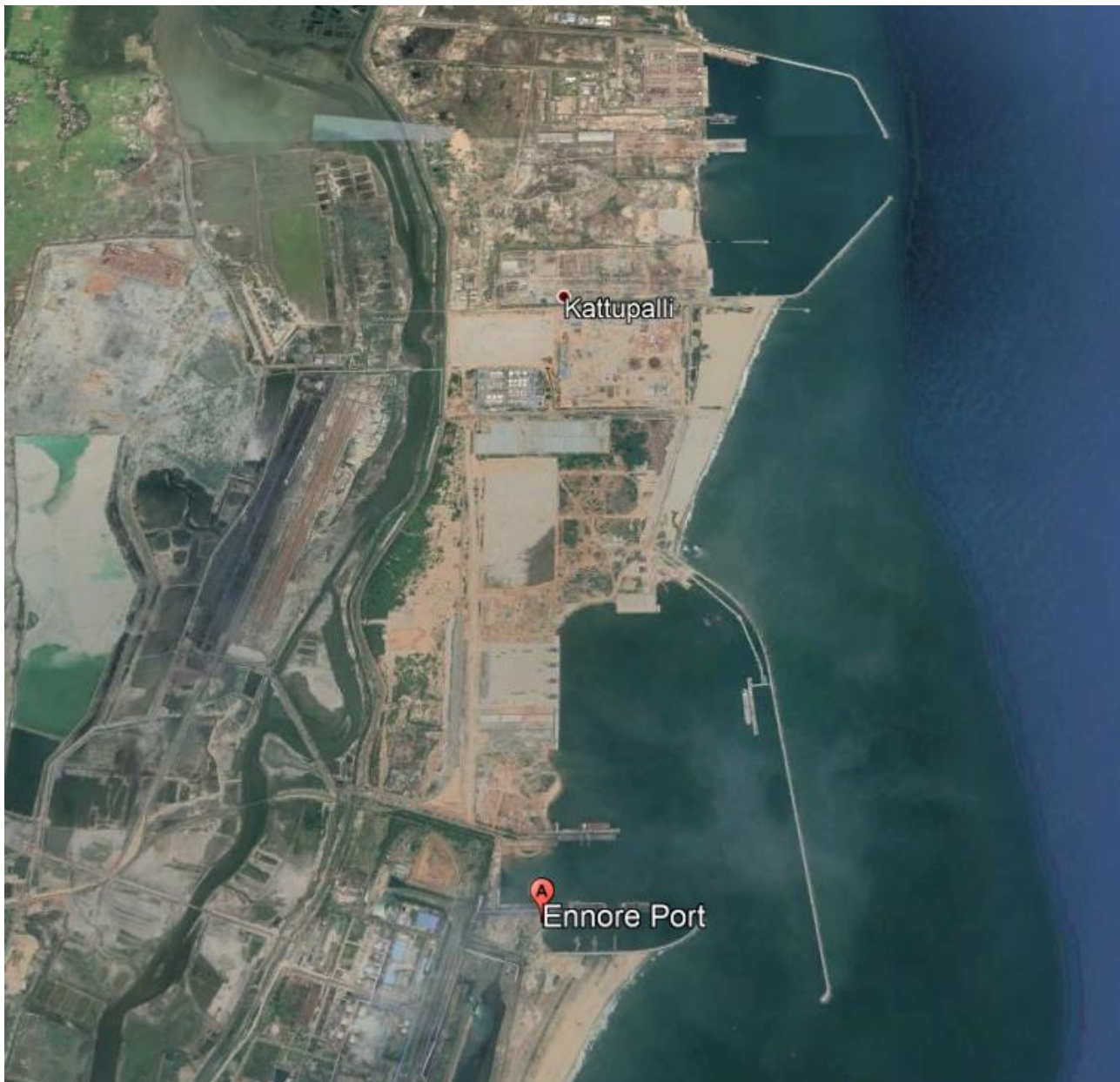


Figure 7.1 Location of site

Location of MLT-II within the port is shown in Figure 7.2.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



Figure 7.2 Location of MLT-II

The proposed jetty (MLT-II) is located south of existing MLT-I berth. The borehole drilling for the jetty head can be accessed by the spud pontoon barge or jackup barge. However, the boring locations for the approach trestle can only be assessed from the breakwater access road as the existing approach trestle of MLT-I will obstruct the free movement of barge. Hence a suitable method of positioning and supporting the drilling equipment in these areas shall be adopted by the bidders.



Figure 7.3 Location of Tank Farm and Pipeline alignment



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 24/ 56

JUNE 2018

7.2. Scope of work

The scope of work includes the following.

- 10 number of offshore geotechnical bore holes along the approach trestle and jetty to a minimum depth of 25m through all types of soil strata

The detailed scope of work for each bore includes the activities as specified in Table 7.1

Table 7.1 Scope of work activities for geotechnical investigation

S. No.	Scope of work Activity
1	Mobilization of jack up barge/spud pontoon/tubular framed support platform, drilling rig, other drilling tools and accessories including personnel for carrying out Geotechnical investigation work.
2	De-mobilization of jackup barge/spud pontoon/tubular framed support platform, drilling rig, other drilling tools & accessories and personnel for carrying out Geotechnical investigation work.
3	Setting up of jack up barge/spud pontoon/tubular framed support platform at each borehole location as per the location coordinates
4	Boring through soils of various strengths
5	Collection of 100mm dia meter, 450mm long undisturbed samples from bore holes and sealing the tube with molten wax at every 1.0m.
6	Conducting standard penetration test (SPT) in soil at every 2.0m
7	Laboratory Experiments and studies
8	Preparation and submission of factual report during the progress of boring and testing in draft form for comments.
9	Preparation and submission of geotechnical investigation report including detailed results of laboratory studies, recommendation for foundation design etc. for comments and incorporating the same and final submission.

7.3. Codes and Standards

Following codes and standards shall be used during the execution of work.

- (a) IS 1892 – Sub surface investigation for foundations
- (b) IS2131– Method of standard penetration test for soil
- (c) IS 1498– Classification & Identification of soils for general engineering purposes

Latest edition of above codes shall be used.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 25/ 56

JUNE 2018

7.4. Borehole locations

Bore holes are located along the proposed approach trestle and jetty unloading platform, breasting and mooring dolphins. The tentative locations of the proposed bore holes are specified in the tender drawings attached in **Appendix IX** and the contractor shall position them with coordinates based on the survey during setting up of the site.

7.5. Equipment and Manpower requirements

The minimum manpower the successful execution of the marine geotechnical investigation is given in this section. Minimum Equipment and accessories to be deployed is given below.

- Hydraulic self-elevating jack-up platform or spud pontoon or tubular framed truss support for drilling rig
- Boats for personnel transfer, soil samples and equipment
- Hydraulic rotatory drilling rig
- Boring & drilling accessories
- Other necessary equipment as required to executive the work.

Minimum manpower to be deployed during the execution of boreholes is given below.

- Geotechnical Expert with minimum 10 years post graduate experience : 1
- Supervisor : 1
- Master : 2
- Drilling Crew : 4

Marine spread proposed for the project shall be having experience of previous similar operations. The support for drilling operations shall be provided using hydraulic operated jack-up platform. The drilling crew shall be experienced to handle the hydraulic rig and boring operations.

7.6. Methodology

The activities comprise of borehole drilling and either

- (a) In-situ testing in borehole and
- (b) Sampling and sample handling.

Boreholes of 150mm diameter boreholes in soil using open hole rotary drilling rig may be undertaken. In case rock is encountered, rock core drilling using diamond bit with double tube NX size core barrel and N type drill rod shall be undertaken. The borehole will be terminated at specified depth below the



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 26/ 56

JUNE 2018

existing seabed level. The measurements for core recovery, RQD, weathering index, fracture index shall be carried out at site.

Typical borehole drilling apparatus shall have the various components as minimum.

- a. Drilling equipment: Any equipment that provides a suitable clean open hole before insertion of down hole sampling and / or testing apparatus and ensures that sampling and / or testing is performed in undisturbed ground.
- b. Drill Rig: Machine capable of providing rotation, feed and retraction, to drill pipe casing and or auger. Drill fluid pumping capacity shall be as required to promote return of drilling fluid.
- c. Drill casing: cylindrical pipe with one or more of the following purposes:
 - To support the sides of the boreholes.
 - To support drill pipe above ground surface in case of over water drilling
 - To promise return of drilling fluid.
- d. Drill pipe: Cylindrical pipe connecting drill rig and drill bit.
- e. Drill Bit: Device attached to drill pipe and used as cutting tool to drill into the ground.
 - Core drilling is a ground investigation technique comprising simultaneous drilling and sampling.
 - Core bit: Device attached to the core barrel and used as a cutting tool to drill the ground.
 - Core catcher: Device that assists retention of core in the core barrel.
 - Core Box: Box with longitudinal separators for the protection and storage of core.

The description of the sampling apparatus is as follows.

- a. Push sampling will be undertaken in highly sensitive clays or is the clay encountered is soft to firm is accomplished by
- b. Sampler insertion equipment: apparatus providing relatively rapid continuous penetration force.
- c. Reaction equipment: reaction for the sampler insertion equipment
- d. Sampling rods: Rods that connect the sampler insertion equipment to the sampler head.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 27/ 56

JUNE 2018

7.7. Conducting standard penetration test (SPT)

The standard penetration test shall be conducted as per the general specification suggested by IS/BS code of practice. The test shall be conducted using auto trip SPT set at specified interval of 1.5m at a depth where there is a stratigraphic change, whichever occurs earlier. SPT shall be terminated on recording 100 blows per 30cm or less penetration for three consecutive tests. The disturbed samples obtained from the split spoon sampler shall be visually classified, labeled for identification and preserved for laboratory testing.

7.8. Undisturbed Sampling Requirement

Undisturbed samples shall be taken at every 1m (wherever possible) especially in cohesive soil using suitable device such split spoon barrel etc to test their physical, chemical and strength properties.

The feasibility of a particular laboratory test relates to the sampling practice and sample handling for a particular soil and depends on factors such as soil type, available amount of sample material and sample quality. The adopted classification system for sample quality is according to IS and BS standards. The classification system recognizes 5 classes on the basis of feasibility of these classes are as follows:

- a. Class 1: undisturbed: Strength, stiffness and consolidation.
- b. Class 2: undisturbed: permeability, unit weight, boundaries of strata – fine.
- c. Class 3: disturbed: sequence of layers
- d. Class 4: disturbed: particle size analysis, Atterberg limit, boundaries of strata – broad.
- e. Class 5: disturbed: sequence of layers.
 - The higher class includes laboratory tests of the lower class.
 - This is to assist in Geotechnical classification, identification and description of strata.

The class of the soil sample shall be indicated on the sample packing and the borelog.

7.9. Factual Report

The factual report shall include an introduction outlining the objectives of the investigation, description of the procedures followed for carrying out the various field and laboratory works, equipment used, ground conditions encountered and the generalized soil profile obtained from findings of field and laboratory investigations. Engineering properties of soils shall be described in detail along with specifications, codal provisions and some engineering practice.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 28/ 56

JUNE 2018

7.10. Laboratory tests

The minimum laboratory tests to be conducted on soil samples collected at each bore hole shall be as per Table 7.2.

Table 7.2 Laboratory Tests on soil samples

S. No.	Laboratory tests
1	Particle size distribution
2	Atterberg's limits
3	Specific gravity / particle density
4	Bulk density
5	Sedimentation / hydrometer analysis
6	Chloride content, soluble sulphates, carbonate content
7	Natural moisture content
8	Tri-axial compression test – (Consolidated Un-drained)
9	Tri-axial compression test – (Unconsolidated Un-drained)
10	Direct shear test

Tests shall be conducted at the approved laboratories certified by Third Party agencies such as IITs, Central government agencies or DNV etc.

7.11. Deliverables

Following shall be minimum deliverables.

- Daily Field report including calibration of the devices and duly signed by Field Representative of CONSULTANT.
- Actual executed bore hole shall be plotted on the bathymetry chart with coordinates and submitted separately both in hard and soft copy in Autocad format.
- Geotechnical Investigation report including interpreted data including all laboratory results.

7.12. Report format

The geotechnical report shall be submitted as draft for review. Final report shall be submitted incorporating the comments from CONSULTANT. The report shall contain the minimum as follows.

- Descriptive geology of the area
- Bore hole data (raw) and interpreted based on relevant Indian Standards
- Description of each soil strata indicating color, consistency, grading in accordance with Indian Standards for soil classification.
- Laboratory test results



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 29/ 56

JUNE 2018

- Geotechnical soil profile along the approach trestle and jetty head
- Soil characteristics including design strength for each bore hole strata
- Soil strength includes SPT value, angle of internal friction, density, subgrade lateral soil modulus, modulus of elasticity of soil, undrained shear strength etc shall be provided for each soil layer either by direct testing or by interpretation from relevant literature.

7.13. Schedule

Following schedule shall be strictly followed

- Mobilisation within **TWO** weeks of purchase order date
- Drilling and sample collection within **SIX** weeks of purchase order date
- Submission of draft report within **EIGHT** weeks of purchase order date



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 30/ 56

JUNE 2018

8. TERMS OF EMPLOYMENT

8.1 Obligations of the Contractor

- 8.1.1 The Contractor shall undertake the initial survey to position the borehole in correct location, geotechnical investigation, and methodology of boring, laboratory testing, preparation and submission of report and observe, full fill, comply with and perform all its obligations set out in the Agreement/PO or arising hereunder.
- 8.1.2 The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement/PO.
- 8.1.3 Subject to the provisions of Clauses 8.1.1 and 8.1.2, the Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 8.1.4 The Contractor shall remedy any and all loss or damage to the Project Site or neighboring facilities during the Project Duration at the Contractor's cost to the extent that such loss or damage shall have arisen out of the Contractor's negligence.
- 8.1.5 The Contractor shall remedy any and all loss or damage to the Project site / facilities during the Project Period at the Contractor's cost, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the CONSULTANT or on account of a Force Majeure Event.
- 8.1.6 The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement/PO:
- (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
 - (b) procure, as required, the appropriate proprietary rights, licences, Agreement/POs and permissions for Materials, methods, processes and systems used or incorporated into the Project facilities;
 - (c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it in connection with the performance of its obligations under this Agreement/PO;



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 31/ 56

JUNE 2018

- (d) ensure and procure that its Sub-contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Contractor's obligations under this Agreement/PO;
- (e) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement/PO;
- (f) support, cooperate with and facilitate the CONSULTANT in the implementation and operation of the Project in accordance with the provisions of this Agreement/PO;
- (g) ensure that the Contractor and its Sub-contractors comply with the safety and welfare measures for labour in accordance with the Applicable Laws and Good Industry Practice;
- (h) keep, on the Site, a copy of this Agreement/PO, publications named in this Agreement/PO, the Drawings, Documents relating to the Project, and Change of Scope Orders and other communications given under this Agreement/PO. The Engineer / Engineer's Representative and its authorised personnel shall have the right of access to all these documents at all reasonable times;
- (i) cooperate with other contractors employed by the CONSULTANT and personnel of any public CONSULTANT; and
- (j) not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the CONSULTANT or of others.

8.1.7 The Contractor shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and execute the Works.

8.2 Electricity, water and other services

The Contractor shall be responsible for procuring of all power, water and other services that it may require.

8.3 Contractor's personnel

8.3.1 The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement/PO are at all times appropriately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 32/ 56

JUNE 2018

- 8.3.2 The CONSULTANT may, for reasons to be specified in writing, direct the Contractor to remove any member of the Contractor's personnel. Provided that any such direction issued by the CONSULTANT shall specify the reasons for the removal of such person.
- 8.3.3 The Contractor shall on receiving such a direction from the CONSULTANT order for the removal of such person or persons with immediate effect. It shall be the duty of the Contractor to ensure that such persons are evicted from the Site immediately. The Contractor shall further ensure that such persons have no further connection with the Works under this Agreement/PO. The Contractor shall then appoint (or cause to be appointed) a replacement.
- 8.3.4 The Contractor shall deploy a Geotechnical Engineer with degree in corresponding discipline of Engineering (Civil Engineering / geotechnical engineering) possessing minimum of 10 years' experience in Marine Soil Investigation Works will act as Principal Technical Representative.

8.4 Bank Guarantee for advance payment

- 8.4.1 The Contractor shall, for the purpose of claiming the advance payment for mobilisation of equipment, provide to the CONSULTANT/EPC, an irrevocable and unconditional guarantee from a Bank in the form set forth in Appendix V for an amount equal to 30% (Thirty percent) of the Contract Price. The Bank Guarantee shall be valid until 90 (sixty) days from the date of issue of advance payment. Until such time the CONSULTANT/EPC is fully satisfied that the said equipment under this Agreement/PO is fully mobilised to site, the Bank Guarantee provided by the Contractor shall remain in force and effect, and upon such confirmation by the CONSULTANT of Contractor performing its obligation, the CONSULTANT/EPC shall release the Bank Guarantee to the Contractor.

8.5 Access to Site

The CONSULTANT shall provide assistance to Contractor in respect providing letters of communication to the Port Authorities for obtaining Gate pass and other formalities. It is the obligation of the Contractor to make necessary arrangements to reach site and obtain all passes by himself.

8.6 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of this Agreement/PO with the Contractor for the Works, and the Contractor hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 33/ 56

JUNE 2018

archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the CONSULTANT or the concerned Government Instrumentality. The Contractor shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the CONSULTANT forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Contractor hereunder shall be reimbursed by the CONSULTANT. It is also agreed that the CONSULTANT shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

8.7 Termination for Contractor Default

- 8.7.1 Without prejudice to any other rights or remedies which the CONSULTANT may have under this Agreement/PO, upon occurrence of a Contractor Default, the CONSULTANT shall be entitled to terminate this Agreement/PO by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the CONSULTANT shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.
- 8.7.2 After termination of this Agreement/PO for Contractor Default, the CONSULTANT may complete the Works and/or arrange for any other entities to do so. The CONSULTANT and these entities may then use any Materials, Plant and equipment, Contractor's documents and other design documents made by or on behalf of the Contractor.

8.8 Insurance for Works and Maintenance

- 8.8.1 The Contractor shall effect and maintain at its own cost the insurances as per the requirements under the Applicable Laws.
- 8.8.2 The Contractor shall, fully indemnify, hold harmless and defend the CONSULTANT from and against any and all losses, damages, costs, charges and/or claims with respect to:
- (a) the death of or injury to any person; or
 - (b) the loss of or damage to any property (other than the Works);

that may arise out of or in consequence of any breach by the Contractor of this Agreement/PO during the execution of the Works or the remedying of any Defects therein.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 34/ 56

JUNE 2018

8.9 Indemnity

- 8.9.1 The Contractor will indemnify, defend, save and hold harmless the CONSULTANT and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the “**CONSULTANT Indemnified Persons**”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement/PO or from any negligence under the Agreement/PO, including any errors or deficiencies in the design documents, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement/PO on the part of the CONSULTANT Indemnified Persons.
- 8.9.2 The Contractor shall fully indemnify, hold harmless and defend the CONSULTANT and the CONSULTANT Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
- (a) failure of the Contractor to comply with Applicable Laws and Applicable Permits;
 - (b) payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or
 - (c) non - payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.
- 8.9.3 The Contractor shall fully indemnify, hold harmless and defend the CONSULTANT Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the CONSULTANT Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Contractor or by the Sub-contractors in performing the Contractor’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project facilities, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall



Prof. S. Nallayarasu

Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 35/ 56

JUNE 2018

promptly make every reasonable effort to secure for the CONSULTANT a licence, at no cost to the CONSULTANT, authorising continued use of the infringing work. If the Contractor is unable to secure such licence within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 36/ 56

JUNE 2018

**APPENDIX I
LETTER COMPRISING THE TECHNICAL BID**

Senior Manager (Project Purchase),
II Floor, IC&SR Building,
Indian Institute of Technology Madras,
Chennai – 600 036.

Sub: BID for Geotechnical Investigation for MLT-II Project at Ennore Port.

Dear Sir,

With reference to your RFQ document dated **21.06.2018**, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the CONSULTANT/EPC will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and it's the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as contractor for the **GEOTECHNICAL INVESTIGATION FOR MLT-II PROJECT AT ENNORE PORT**.
4. I/ We shall make available to the CONSULTANT/EPC any additional information it may find necessary or require to supplement or authenticate the BID.
5. I/ We acknowledge the right of the CONSULTANT/EPC to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last two years, we/ any of the JV partners have neither failed to perform for the works of CONSULTANT/EPC, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by Central Government or its implementing agencies for breach on our part.
7. I/ We declare that:



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 37/ 56

JUNE 2018

- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the CONSULTANT; and
 - (b) I/We do not have any conflict of interest in accordance with **Clauses 2.3.1 (b) and 2.3.1 (c)** of the RFQ document; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause 4.3** of the RFQ document, in respect of any tender or request for proposal issued by or any Agreement/PO entered into with the CONSULTANT/EPC or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFQ for the Project and information mentioned for the evaluation of the BID Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with **Clause 2.15.2** of the RFQ document.
9. I/ We certify that in regard to matters other than security and integrity of the country, I/we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. I/ We further certify that no investigation by a regulatory authority is pending against us or against our CEO or any of our directors/ managers/ employees.
12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the CONSULTANT/EPC of the same immediately.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 38/ 56

JUNE 2018

13. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Acceptance of PO up to its validity. It would, notwithstanding anything to the contrary contained in the Agreement/PO, be deemed a breach thereof, and the PO shall be liable to be terminated without the CONSULTANT/EPC being liable to us in any manner whatsoever.
14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the CONSULTANT/EPC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement/PO in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/ We have studied all the Bidding Documents carefully and also visited the project site. We understand that except to the extent as expressly set forth in the PO, we shall have no claim, right or title arising out of any documents or information provided to us by the CONSULTANT/EPC or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement/PO.
17. I/ We offer a BID Security of **Rs.2.00 Lakhs (Rupees Two Lakhs Only)** to the CONSULTANT/EPC in accordance with the RFQ Document.
18. The BID Security in the form of a Bank Guarantee is attached.
19. The documents accompanying the Technical BID, as specified in **Clause 2.11.1** of the RFQ, have been submitted in separate files.
20. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.
21. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
22. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 39/ 56

JUNE 2018

23. I/ We shall keep this offer valid for **90 (Ninety) days** from the BID Due Date specified in the RFQ.
24. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents.

In witness thereof, I/we submit this BID under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date:

(Signature, name and designation)

Place:

of the Authorised signatory)

Name & seal of Bidder

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it and 'Deleted' may be indicated there



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 40/ 56

JUNE 2018

APPENDIX - II

Letter comprising the Financial BID

(Refer **Clauses 2.2.3 and 2.10.2**)

Dated:

Senior Manager (Project Purchase),
II Floor, IC&SR Building,
Indian Institute of Technology Madras,
Chennai – 600 036.

Sub: BID for Offshore Geotechnical Investigation for MLT-II Project at Ennore Port.

Dear Sir,

With reference to your RFQ document dated **21.06.2018**, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the CONSULTANT/EPC will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ, draft Agreement/PO, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
4. I/ We acknowledge the right of the CONSULTANT/EPC to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement/PO in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/ We shall keep this offer valid for 180 (one hundred and Eighty) days from the BID Due Date specified in the RFQ.
7. **I/ We hereby submit our BID and offer BID Price Rs.....
(Rs..... in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the breakdown of price and Agreement/PO to the payment schedule is given below.**

The price shall be quoted in the following format and this document.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 41/ 56

JUNE 2018

Sl. No	Description of work	Unit	Price (Indian Rs)
1.	Mobilisation	Lump sum	
2.	Setting up of jackup barge/spud pontoon/tubular framed support structure/ platform, drilling rig and tools and tackles and boring to a depth of 25m below existing seabed through all soil strata for 10 marine boreholes including all manpower and ancillary equipment, power etc. complete		
3.	Laboratory testing and reporting, interpretation, preparation and submission of report (two revisions)		
4.	Demobilisation		
5.	GST		

Payment Terms and conditions

- (a) 30% advance is permissible on mobilisation of all equipment proposed in the method statement with the submission of Bank Guarantee for the equal amount.
- (b) 55% Payment after completion of boreholes/field work and submission draft report with all field logs and laboratory results.
- (c) 15% final payment submission of final report incorporating comments from CONSULTANT.
8. I/ We Acknowledge that the Bid price offered by me/us is inclusive of all applicable taxes under Govt. of India except Goods and Services Tax (GST). I also understand that the financial evaluation will be made on the bid price excluding GST.

Yours faithfully,

Date:

Place:

(Signature, name and designation of the
Authorised Signatory)

Name & seal of Bidder/Lead Member:.....

Authorised Signatory :.....



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 42/ 56

JUNE 2018

**APPENDIX III
Details of Bidder**

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the CONSULTANT:
(d) Name:
(e) Designation:
(f) Company:
(g) Address:
(h) Telephone Number:
(i) E-Mail Address:
(j) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:
(f) Digital Signature Certificate ID number
(g) The following information shall also be provided w.r.t **clause 2.2.11**.

S. No.	Criteria	Yes/No
1	If the Bidder has been barred by the (Central/State) Government, IIT MADRAS, or any Major or Minor Ports or any entity controlled by it, from participating in any project, does the bar subsist as on BID due date.	



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 43/ 56

JUNE 2018

APPENDIX - IV

Technical Capacity of the Bidder

(Refer to Clauses 2.3.1, 2.3.2 and 2.3.3)

Sl. No	Project Description	Project Value Rs in Lakhs ^{\$}	Date of completion
1.			
2.			
3.			
4.			
5.			
6.			
	Total		

\$ Certified copies from CLIENT shall be submitted as a proof of having received the amount in respect to the project claimed as eligible project. CLIENT means the authorised person not below the rank of Executive Engineer of the organisation.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 44/ 56

JUNE 2018

APPENDIX - V

Bank Guarantee for BID Security

(Refer Clauses 2.2.4 and 2.19.1)

B.G. No. Dated:

1. In consideration of you, **IIT Madras, having its office at Administrative Building, IIT Madras, Chennai-600 036**, (hereinafter referred to as the “CONSULTANT”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of and having its registered office at (hereinafter referred to as the —Bidder which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project “**OFFSHORE GEOTECHNICAL INVESTIGATION FOR MLT-II PROJECT AT ENNORE PORT**” (hereinafter referred to as —the Project) pursuant to the RFQ Document dated issued in respect of the Project and other related documents (hereinafter collectively referred to as —Bidding Documents), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the —Bank), at the request of the Bidder, do hereby in terms of **Clause 2.2.4** read with **Clause 2.2.5** of the RFQ Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQ Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the **IIT MADRAS at Chennai** on behalf of CONSULTANT/EPC an amount of Rs. *** ** (Rupees *** ** only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the CONSULTANT/EPC stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the CONSULTANT/EPC is disputed by the Bidder or not, merely on the first demand from the CONSULTANT/EPC stating that the amount claimed is due to the CONSULTANT/EPC by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank



Prof. S. Nallayarasu

Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 45/ 56

JUNE 2018

under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *** *(Rupees *** * only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 90 (Ninety) days from the BID Due Date inclusive of a claim period of 30 (Thirty) days or for such extended period as may be mutually agreed between the CONSULTANT/EPC and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the CONSULTANT/EPC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the CONSULTANT/EPC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the CONSULTANT/EPC and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the CONSULTANT/EPC shall be entitled to treat the Bank as the principal debtor. The CONSULTANT/EPC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the CONSULTANT/EPC, and the Bank shall not be released from its liability under these presents by any exercise by the CONSULTANT/EPC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the CONSULTANT/EPC or any indulgence by the CONSULTANT/EPC to the said Bidder or by any change in the constitution of the CONSULTANT/EPC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 46/ 56

JUNE 2018

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the CONSULTANT/EPC to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the CONSULTANT/EPC may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the CONSULTANT/EPC in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees *** ** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the CONSULTANT/EPC serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling 240 days after the BID Due Date).
14. This guarantee shall also be operable at our..... Branch at Chennai, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official-Seal)



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 47/ 56

JUNE 2018

APPENDIX-VI

Format for Power of Attorney for signing of BID

(Refer Clause 2.2.6)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the —Attorney) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project (the —CONSULTANT) including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the CONSULTANT/EPC, representing us in all matters before the CONSULTANT/EPC, signing and execution of all contracts including the Agreement/PO and undertakings consequent to acceptance of our BID, and generally dealing with the CONSULTANT/EPC in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the acceptance of PO/Contract with the CONSULTANT.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature, name, designation and address)

of person authorized by Board Resolution

(in case of Firm/ Company)/ partner in case of Partnership firm

Witnesses:

1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/

Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....



Prof. S. Nallayarasu

Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 48/ 56

JUNE 2018

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 49/ 56

JUNE 2018

APPENDIX - VII
FORMAT FOR DETAILS OF EQUIPMENT AND METHODS OF EXECUTION

(A) Equipment Details

Sl. No	Equipment	Quantity	Mode of deployment (own / hire)
1.	Jackup Barge / Spud Pontoon / Tubular framed support		
2.	Drilling rig		
3.	Sampling Tools		
4.	Boats		
5.	Any other items		

(B) Method of execution

Bidder shall specify the method of execution for the following part and sequence of work in detail.

- Setting up of marine support for drilling
- Drilling and sampling operations
- Laboratory testing
- Report and presentation



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 50/ 56

JUNE 2018

APPENDIX – VIII
(TO BE PRINTED ON Rs 100 STAMP PAPER)
NON - DISCLOSURE AGREEMENT/PO

This Agreement/PO made on this _____ day of _____, _____ (the 'Effective Date')

BETWEEN: (1) "CONSULTANT/EPC" means the committee appointed by the Dean IC&SR for the purpose of selection of contractor for the said work, Chennai-36.

AND

(2)

(hereinafter referred to, individually, as the "Party" and collectively, as the "Parties")

Background:

- (i) The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning the "MARINE GEOTECHNICAL INVESTIGATION for MLT-II project at Ennore port. (the 'Project').
- (ii) The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential.
- (iii) The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and on the terms and conditions of this Agreement/PO.

Now it is agreed as follows:

1.0 Definitions:

In this Contract the following terms shall, unless the context otherwise requires, have the following meanings:

- 1.1 '**Disclosing Party**' means the Party disclosing Confidential Information to the other Party under this Agreement/PO.
- 1.2 '**Receiving Party**' means the Party receiving Confidential Information from the other Party under this Agreement/PO.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 51/ 56

JUNE 2018

1.3 **‘Confidential Information’** means any information, which shall include but is not limited to, design, construction, Drawings, equipment documentation, specifications, raw materials, concepts and any other technical and/or commercial information and shall carry out all or any instructions given by the JNPT, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement/PO.

1.3.1 Such Confidential Information shall also include but shall not be limited to:

1.3.1.1. Information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;

1.3.1.2. Information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;

1.3.1.3. Information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or

1.3.1.4. notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.

1.3.2 Such Confidential Information shall not include any information which: 1.3.2.1 is, at the time of disclosure, publicly known; or

1.3.2.1. becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Contract of or by the Receiving Party; or

1.3.2.2. the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement/PO, and which was not previously acquired under an obligation of confidentiality; or

1.3.2.3. is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or

1.3.2.4. the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement/PO and without access to the Confidential Information.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 52/ 56

JUNE 2018

- 1.4 'Purpose' means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the Background section.
- 1.5 'Affiliate' means any legal entity which, at the time of disclosure to it on any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.
- 1.6 'Contemplated Contract' means any future legally binding Agreement/PO between the Parties in respect of the Project envisaged under this Agreement/PO.

2.0 Non-Disclosure of Confidential Information:

- 2.1 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.
- 2.2 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:
- 2.2.1 any loss, theft or other inadvertent disclosure of Confidential Information, and
- 2.2.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees or sub-contractors employed by receiving party) or entities to whom the Receiving Party under this Agreement/PO has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.
- 2.3 The Receiving Party understands and agrees that:
- 2.3.1 any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;
- 2.3.2 a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 53/ 56

JUNE 2018

2.4 The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

3.0 Use of Confidential Information:

The Receiving Party is entitled to use the Confidential Information but only for the Purpose.

4.0 Permitted Disclosure of Confidential Information:

4.1 The Receiving Party may disclose in confidence Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement/PO .The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement/PO.

4.2 The Receiving Party shall limit the dissemination of Confidential Information of its Affiliates and employees having a need to receive such information to carry out the Purpose.

4.3 The Receiving Party may disclose Confidential Information to its consultants, contractors, sub-contractors, agents or similar persons and entities having a need to receive such information to carry out the Purpose on the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement/PO.

4.4 Notwithstanding Clause 2.1, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement/PO or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

5.0 Copying and Return of Furnished Instruments:

5.1 The Receiving Party shall not be entitled to copy of drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.

5.3 At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement/PO, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 54/ 56

JUNE 2018

copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

6.0 Non-Disclosure of Negotiations:

Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Contract shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause 7 shall survive the termination of this Agreement/PO.

7.0 Term and Termination:

7.1 This Agreement/PO shall become effective on the Effective Date of signing of the Acceptance of PO. The provisions of this Contract shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

7.2 This Agreement/PO shall remain in force for **One (1) years** from the Effective Date, except to the extent this Agreement/PO is superseded by stipulations of the Contemplated Agreement/PO.

7.3 The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement/PO shall remain in effect for a period of **One (1) years** from the date of disclosure of Confidential Information.

8 Intellectual Property Rights:

All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement/PO.

9 Future Contracts:

Nothing in this Agreement/PO shall obligate either Party to enter into any further Contracts.

10 Amendments:

Any amendment to this Agreement/PO shall be agreed in writing by both Parties and shall refer to this Agreement/PO.



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

PAGE : 55/ 56

JUNE 2018

11 Severance:

If any term or provision in this Agreement/PO is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement/PO, but the validity and enforceability of the remainder of this Agreement/PO shall not be affected.

12 Governing Law:

The receiving party is bound by the Official Secrets Act 1923 and, in its connection any other statutory Act/ Law/ Amendment in force and the information given is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therein. The receiving party shall be responsible to ensure that all persons employed by him in the execution of any work in connection with this Contract are fully aware of the provisions of the Official Secrets Act 1923/ Law/ Amendment in force and have undertaken to comply with the same.

This Agreement/PO shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this Agreement/PO, the Parties submit to the exclusive jurisdiction of the Courts situated at Mumbai.

13 General:

- 13.1 The Receiving Party shall disclose of any similar Agreement/PO explicit or otherwise, for similar purpose/application with in its own organization, or any other third party.
- 13.2 In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement/PO, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party.

IN WITNESS WHEREOF, this Agreement/PO was duly executed on behalf of the Parties on the day and year first above written

For and on behalf of

For and on behalf of

JNPT

Sign : _____

Sign : _____

Name :

Name :

Title :

Title :



Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras



**RFQ FOR MARINE GEOTECHNICAL INVESTIGATION FOR MLT-II
PROJECT AT ENNORE PORT**

DOCUMENT NO : IIT-HPCL-RFQ-002

REVISION : A

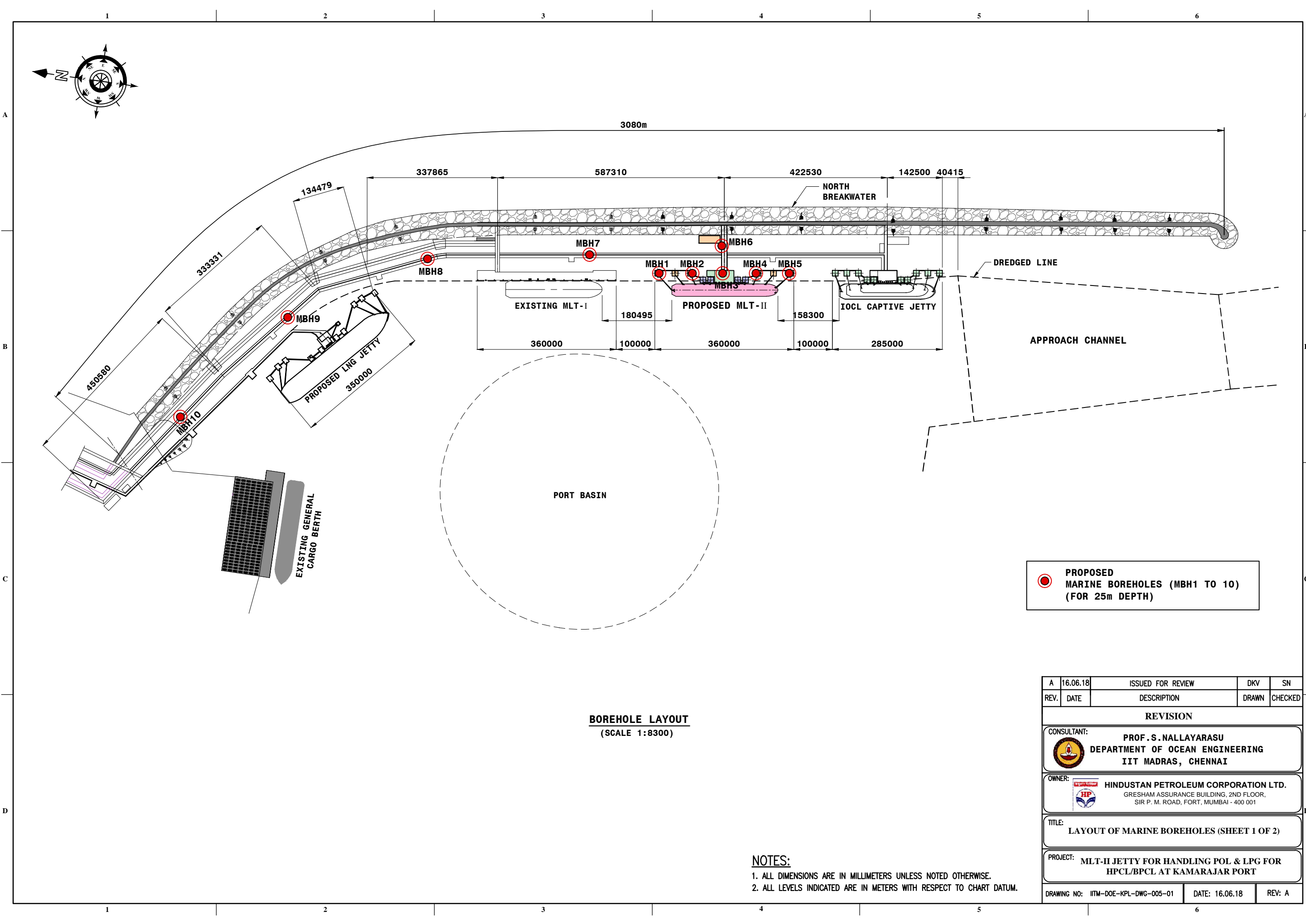
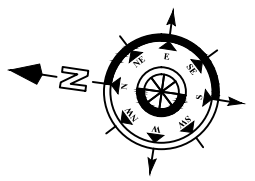
PAGE : 56/ 56

JUNE 2018

**APPENDIX - IX
TENTATIVE BOREHOLE LOCATION**



**Prof. S. Nallayarasu
Dept. of Ocean Engg., IIT Madras**

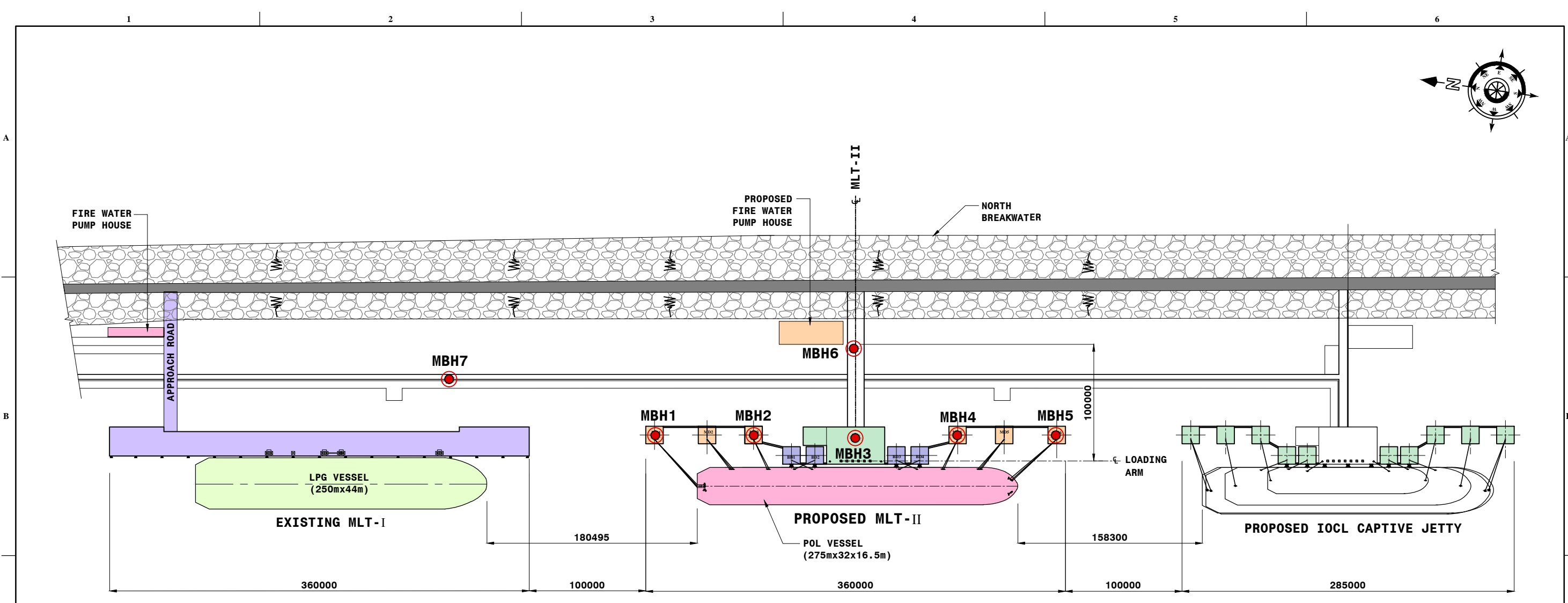


 **PROPOSED MARINE BOREHOLES (MBH1 TO 10) (FOR 25m DEPTH)**

BOREHOLE LAYOUT
(SCALE 1:8300)

- NOTES:**
1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE.
 2. ALL LEVELS INDICATED ARE IN METERS WITH RESPECT TO CHART DATUM.

REV.	DATE	DESCRIPTION	DRAWN	CHECKED
A	16.06.18	ISSUED FOR REVIEW	DKV	SN
REVISION				
CONSULTANT: PROF. S. NALLAYARASU DEPARTMENT OF OCEAN ENGINEERING IIT MADRAS, CHENNAI				
OWNER: HINDUSTAN PETROLEUM CORPORATION LTD. GRESHAM ASSURANCE BUILDING, 2ND FLOOR, SIR P. M. ROAD, FORT, MUMBAI - 400 001				
TITLE: LAYOUT OF MARINE BOREHOLES (SHEET 1 OF 2)				
PROJECT: MLT-II JETTY FOR HANDLING POL & LPG FOR HPCL/BPCL AT KAMARAJAR PORT				
DRAWING NO: IITM-DOE-KPL-DWG-005-01			DATE: 16.06.18	REV: A



BOREHOLE LAYOUT
(SCALE 1:3300)

● PROPOSED MARINE BOREHOLES (MBH1 TO 10) (FOR 25m DEPTH)

- NOTES:**
1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE.
 2. ALL LEVELS INDICATED ARE IN METERS WITH RESPECT TO CHART DATUM.

REV.	DATE	DESCRIPTION	DRAWN	CHECKED
A	16.06.18	ISSUED FOR REVIEW	DKV	SN
REVISION				
CONSULTANT: PROF. S. NALLAYARASU DEPARTMENT OF OCEAN ENGINEERING IIT MADRAS, CHENNAI				
OWNER: HINDUSTAN PETROLEUM CORPORATION LTD. GRESHAM ASSURANCE BUILDING, 2ND FLOOR, SIR P. M. ROAD, FORT, MUMBAI - 400 001				
TITLE: LAYOUT OF MARINE BOREHOLES (SHEET 2 OF 2)				
PROJECT: MLT-II JETTY FOR HANDLING POL & LPG FOR HPCL/BPCL AT KAMARAJAR PORT				
DRAWING NO: ITM-DOE-KPL-DWG-005-02			DATE: 16.06.18	REV: A