

CENTRE FOR INDUSTRIAL CONSULTANCY AND SPONSORED RESEARCH (IC&SR)

IIT MADRAS, CHENNAI 600 036

BID INVITATION

For and on behalf of IC & SR, IIT Madras sealed tenders are invited in **TWO COVER SYSTEM** (TECHNICAL BID AND FINANCIAL BID) for the following work being executed IIT Madras

1)	Description	Geotechnical Investigations in the alignment of outer channel at V.O. Chidambaranar Port Trust, Tuticorin.
2)	Specification No.	OED/2019/15/NTCPWC/KMUR dated 1.10.2019
3)	Estimated cost of tender (ECPT)	Rs. 60,00,000/-
4)	Earnest Money Deposit	Rs. 1,20,000/- in the form of DD drawn in favour of The Registrar IIT Madras Chennai issued by any Commercial or Nationalized bank. The DD shall be placed only in the only in the technical bid failing which the tender shall be summarily rejected.
5)	Date for Pre Bid meeting	09.10.2019 (Wednesday) at 3.00 PM NTCPWC, Conference Room
6)	Last date for submission of bids	2.00 PM on 15. 10. 2019
7))	Method of submission of Tender	Two bid system (Technical and Financial bid)
8)	Date & Place of Opening of Tender (Technical bid)	3.00 PM on 15. 10. 2019 NTCPWC, New Academic complex-6th Floor, IIT, Madras, Chennai-36. If the due date fixed for submission / opening of the tender happens to be a holiday, the tender shall be opened at the same time on the next working day. On the day of opening only the main cover and the Technical Bids will be opened in the presence of the tenderers who wish to participate and the financial bids of all the bidders will be kept in a cover unopened and sealed.
9)	Validity of offer	90 days from the date of opening
10)	Technical Clarification to be obtained from	Prof. S.A.Sannasiraj ntcpwc@iitm.ac.in
11)	Cost of Tender document	Nil
12)	Tender Inviting Authority	Project Coordinator, NTCPWC, Indian Institute of Technology, Madras, Chennai 600 036.

13)	Authority to accept the bid	IC & SR, IIT Madras reserves the full right to accept or reject any tender at any stage without assigning any reasons.
14)	Important Instructions	Bidders shall note that their offer should be only quoted in the BOQ attached to the tender and should be without any alterations, additions or deletion. In case the BOQ is found to be altered , the tender will be considered as defective and is liable to be rejected

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SECTION – I
INSTRUCTION TO BIDDERS

1.1 General

Sealed competitive bids under "Two bid system" are invited for the “**Geotechnical Investigations in the alignment of outer channel at V.O. Chidambaranar Port Trust, Tuticorin**”.

1.2 SCOPE OF WORK

Detailed scope of work is elaborated under Section-III of this document

1.3 COST OF TENDER DOCUMENT : Nil

1.3.1 ESTIMATED COST OF TENDER : Rs. 60, 00,000/-

1.4 EARNEST MONEY DEPOSIT (EMD) : Rs.1,20,000/- (Rupees One lakh and twenty Thousand only) in the form of DD drawn in favour of “The Registrar, IIT Madras, Chennai” issued by any Nationalized / or commercial bank. The D.D shall be submitted along with the technical bid only. Failing which the tender shall be summarily rejected.

1.5. SCHEDULE DATE FOR RECEIPT AND OPENING OF BIDS:

a) Last date and time for receipt of bids: 2.00 PM on 15 October. 2019

b) Date and time for opening of bids: 3.00PM on 15 October. 2019

Note: If the above due date falls on a holiday, the schedule times for (a) &(b) above shall be the same time on the subsequent working day.

1.6. SUBMISSION OF TENDER

Tender should be furnished in sealed cover, super-scribed as “**Geotechnical Investigations in the alignment of outer channel at V.O. Chidambaranar Port Trust, Tuticorin**” and forwarded to

Senior Manager, Project Purchase, IC & SR building
2nd floor, IIT Madras,
Chennai- 600 036, Tamil Nadu

1.6.1 The Bidders have the option of submitting the bid either by Registered post or by Courier or in person, and it shall be ensured that the bids are received at the office of the employer indicated above, on the date and time indicated in the Sl.No.1.5 above.

1.6.2 Bids submitted by Telex/ Fax/ Telegram/e-mail etc. will not be accepted

1.7 OPENING OF TENDER

The tenders will be opened at 3.00 PM on 15 October 2019, at the address mentioned in sl.no 6-Invitation to bid on the due date and time mentioned in the pre paragraph, in the presence of the tenderers who wish to participate in the tender opening. If the due date for tender opening happens to be a holiday, the tenders will be opened on the next working day at the same time.

On the day of opening, the main cover and the cover containing the technical bid alone shall be opened and the financial bids of all the tenderers who submitted their bid, shall be placed in a separate cover and sealed in the presence of Tenderers who

participated in the Tender opening. The financial bids of only those Tenderers whose Technical offers have been accepted, will be opened at a later date under intimation to the successful bidders and also after hosting in the website. The financial bids of the bidders who fail to qualify in Technical evaluation will be returned unopened. The representatives of the Bidders, attending the opening of tenders, should be duly authorized by the participating firm, whom they represent.

If any tenderer has doubt about the meaning of any portion of this tender and/or wish to seek any further clarifications on this Tender, they may address the Tender Inviting authority at least three days prior to the scheduled date of opening of the tender. Clarifications sought after this deadline will not be entertained.

1.8 **Tender Inviting Authority**

Senior Manager, Project Purchase, IC & SR building
2nd floor, IIT Madras,
Chennai- 600 036, Tamil Nadu

SECTION II

COMMERCIAL TERMS AND CONDITIONS

2.1 GENERAL

The scope of services shall be as detailed in Section -III of this tender

2.2 LOCATION

The project site is the outer channel at V.O.Chidambaranar Port Trust, Tuticorin, India.

2.3 COMPLETENESS OF TENDER

All information in the bid shall be in ENGLISH only. All corrections, over typing etc. in the tender should be attested.

Tenderers are advised to send their bids sufficiently early so as to ensure that the tenders reach this office in time. Tenders though posted in time but received after the due date and time will not be considered.

The Bids submitted by the Tenderers shall be complete in all respects. The tenderers are required to furnish all details called for, under various schedules along with relevant supporting documents, wherever required, for consideration by NTCPWC. The tenders not containing the complete details as required in this document are liable to be rejected.

2.4. PRICE

Tenderers shall quote a FIRM price only. They shall quote rates and amounts separately for each item in the respective schedule as prescribed in the Bill of Quantities

2.5 VALIDITY OF TENDER

The tenders should be valid for acceptance for a period of at least 90 days (ninety days) from the date of opening of tender. In case any bidder quotes a lower validity period than that called for, their offer shall be liable for rejection. In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of validity. The request and response thereto shall be made in writing (including fax or telex).

2.6 PERFORMANCE BANK GUARANTEE:

The successful bidder shall submit performance Bank guarantee for an amount equivalent to 10% of the value of the contract. The performance bank guarantee may be furnished as per the format attached.

ONLY AFTER SUBMISSION OF PERFORMANCE SECURITY, WORKORDER/PURCHASE ORDER WILL BE ISSUED.

In case the successful bidder wishes to submit Bank Guarantee (BG) towards performance obligations viz. Performance Bank Guarantee, the BG should be routed through Beneficiary bank to the end user bank. The Bank Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor.

2.7 PAYMENT TERMS

2.7.1 Payment towards Mobilization and Demobilization charges

2.7.1.1 Bidders are advised to restrict the Lump Sum amount quoted under item no. 1 to 15% of the overall contract value, viz., sum of amounts quoted for item numbers 1 & 2.

2.7.2 Payment for carrying out borehole investigation

2.7.2.1 70% of the Lump Sum amount quoted for BoQ item no.1 shall be released upon mobilization of all the boring equipment and successful completion of a minimum of two boreholes.

2.7.2.2 30% of the lump sum amount quoted in BoQ item No.1 balance amount in excess of 5% of the overall contract value shall be released only after demobilization of all equipment and completion of all the work ordered.

2.7.2.3 In case the Lump Sum amount quoted under item No. 1 of the BoQ exceeds the above 15% the balance amount shall be released as demobilisation subject to satisfying the conditions mentioned in the above sub clauses.

2.7.1.3 Offers conforming to the above terms of payment alone will be preferred. In the event of any deviation from the specified payment terms, the Authority/Employer may reject the offers.

2.8 Schedule of Submission of Report:

- Submission of Draft report: 3 days after completion of the last borehole; however, intermediate reports are to be submitted on the specific direction of the employer.
- Submission of Final Report: within 3 days from the date of acceptance of the draft report with or without commends.

Note: Execution of additional 20 bore holes (if ordered)

- Submission of Draft report 2 (additional 20 bore holes): 3days after completion of last borehole (30th Bore hole) however intermediate reports are to be submitted on the specific direction of the employee
- Submission of Final Report: within 3 days from the date of acceptance of the draft reports 1 & 2 with or without comments

2.9 FORCE MAJEURE

Neither the Contractor nor the employer shall be considered in default in performance of its obligations hereunder if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected, such as war, hostilities, revolution, riot, civil commotion, epidemic, major fires, explosions, floods, earthquakes or because of any law, order, proclamatory regulations or ordinance of Government or because of any act of God, provided notice in writing of such cause with necessary evidence that the obligation under the Contract is thereby affected or prevented or delayed, is given within 14 days from the happening of the event and in any case it is not possible to serve the notice within 14 days period, then within the

shortest possible period without delay. In case the force majeure conditions prolong beyond a continuous period of 6 months, the employer shall be entitled to decide the further course of action including revisions in the terms of Contract, if any.

- 2.9.1 As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other party the actual delay occurred on account of such activities.
- 2.9.2 Although the time for completion of work shall be suitably extended (not exceeding the period during which the work was stopped on account of Force Majeure clause), such extension shall not result in any financial claim by the Contractor against the Purchaser or any account of such a delay for any other reason whatsoever.

2.10 TAXES

The price quoted shall be firm and **shall be inclusive of fuel and other consumable and exclusive of taxes and/or GST as applicable.** However the bidder shall incorporate the elements of “Duties and Taxes”/GST separately and the said taxes shall be either paid by IITM directly or reimbursed at actual to the successful bidder. **Necessary income tax will be deducted at source** on each bill as per the regulations in force. If the Institution is exempted from payment of income tax, the documentary evidence for the same has to be furnished.

2.11 LIQUIDATED DAMAGES

If the contractor fails to complete the work, within the period specified by the employer and / or the contractor deserted the work or delayed the work for reasons solely attributable to them the employer shall levy the liquidated damage (not by way of penalty) at the rate of 0.5% of the total contract value per week or part thereof subject to maximum of 10% of overall contract value. If the work has been abandoned or quality of the work supplied is not upto the satisfaction of the employer, the employer shall also reserve their rights to terminate the contract after giving 10 days notice, in addition of levying the Liquidated damage and forfeiting the performance Bank Guarantee. The decision of the employer in this regard is final and binding on the contractor.

2.12 JURISDICTION FOR LEGAL PROCEEDINGS

No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in a Court Save in the City Civil Court of Chennai or the Courts of Small Causes at Chennai. It is agreed that no other courts shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case any part of cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the courts in the Chennai City, it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts.

The bidders shall furnish an undertaking in a non-judicial stamp paper of value Rs.100/- agreeing to the above condition as per schedule furnished in Annexure-II. This should be given after issuing the work order – This is applicable for selected L1 bidder

2.13 ARBITRATION

Arbitration is not applicable to this contract.

2.14 SPECIAL CONDITIONS:

2.14.1 PRE QUALIFICATION CRITERIA: (Compulsory for eligibility criteria):

- The intending tenderers should have completed at least three works of similar nature in the preceding five (5) / calendar years ending 31st March 2019.
- The intending tenderer should have completed at least one work of a similar nature worth Rs. 48 Lakhs or Two works of a similar nature worth Rs. 30 lakhs in any one of the three preceding Calendar years ending 31 March 2019. (Copies of proof for having completed the specified nature of work(s), duly signed by tender accepting authority, either in Original or Notarized, have to be attached in the Technical Bid).

Note: “Similar Work” means execution of geotechnical investigations in water depths up to 20m

- The bidder shall also provide proof of availability of all equipment required for carrying out the boring works and also furnish an undertaking that this equipment is available for immediate mobilization.
- The Jack up platform however shall be mobilized and positioned at each bore hole location by other agencies engaged by NTCPWC.

2.14.2 Completion of project

The following schedule shall be strictly complied with

- Mobilization : 7 days
- Commencement of first borehole : 7 days
- Completion of 10 bore holes : 25 days
- Completion of 20 boreholes : 40 days
- Completion of all borehole : 55 days
- Submission of draft report : within 3 days upon completion of all boreholes
- Submission of final report : within 3 days from the date of acceptance of the draft report with or without comments.
- Completion of 40 boreholes : 85 days
- Submission of Draft report 2 : within 3 days from the date of 50 bore holes
- Submission of final report : within 3 days from the submission of draft report 2

2.15 ACCEPTANCE OF TENDER CONDITIONS

The tenderers should clearly indicate their acceptance or otherwise to the following terms and conditions.

1. Specific acceptance of terms of payment.
2. Terms of Liquidated damages for delay in completion of work.
3. Validity of tender.

If no indication is given by the tenderer in his offer, it is presumed that the tenderer is agreeable to the terms and conditions of the employer mentioned in the specification.

All information in the bid shall be in ENGLISH only. All corrections, over typing etc. in the tender should be attested.

Tenderers are advised to post sufficiently early so as to ensure that the tenders reach this office in time. Tenders though posted in time but delayed in transit by post will not be considered, if received after the due date and time.

2.16 DEVIATIONS IN TENDER

Offers which conform to the specification without any deviation will be preferred. If the tenderer wishes to deviate from any of the terms and conditions, the same shall be mentioned clearly; acceptance or otherwise of the deviations shall be at the sole discretion of the Employer.

2.17 DISCRETIONARY RIGHT OF NTCPWC, IIT MADRAS

- NTCPWC has the right to accept the whole or any part of the tender or partition of the quantity offered or reject it in full without assigning any reason.
- To relax or waive any of the conditions stipulated in the tender specification as deemed necessary in the best interest of the project for good and sufficient reasons.
- To revise the quantum of works/completion period of work of any or all the items covered by this enquiry during the pendency of contract and to terminate the contract in between the agreed stipulated period.

2.18 EVALUATION AND COMPARISON OF TENDER OFFERS

- The evaluation of the Tender will be done as per IIT Madras guidelines formed by IC & SR.
- The evaluation shall include contract value of works with applicable sales/service tax, etc., but including GST.
- In case of discrepancy between the prices quoted in words and in figures, the lower of the two shall be considered.

**SECTION-III
TECHNICAL SPECIFICATION
SCOPE OF SERVICE**

3 TITLE OF THE PROJECT

“Geotechnical Investigations in the alignment of outer channel at V.O. Chidambaranar Port Trust, Tuticorin”.

3.1 INTRODUCTION

National Technology Centre for Ports, Waterways and Coasts (NTCPWC), IIT Madras, Chennai intends to conduct Underwater Inspection including videography of structure to evaluate the condition of diaphragm walls and pile supported berths/jetties at Paradip Port Trust, Odisha,

3.2 OBJECTIVE & SCOPE

The project scope is to conduct Geotechnical investigations in the alignment of the proposed Approach/outer channel of V.O. Chidambaranar Port, Tuticorin in depth upto 18m The indicative locations of the boreholes are shown in Fig. 1



Fig 1. Location map of V.O. Chidambaranar Port Trust, Tuticorin

3.3 SCOPE OF WORK

Geotechnical Investigation works at the proposed outer Navigational Channel at V.O. Chidambaranar Port Trust are for identify up the bottom sub layers of seabed, soil and rock types, determining the in-situ physical and mechanical properties of the materials and sampling of materials for laboratory tests. V.O. Chidambaranar Port Trust Navigational Channel boundary is shown in figure.2 covering an area of approximately 18 km into the sea and of width 250m approximately. The total number of borehole proposed within the Navigational channel is 30 in the location indicated in Fig. 2. The water depth in the proposed locations of the boreholes is less than (-) 18 m below CD. The minimum water depth of all boreholes is about 15.0m.

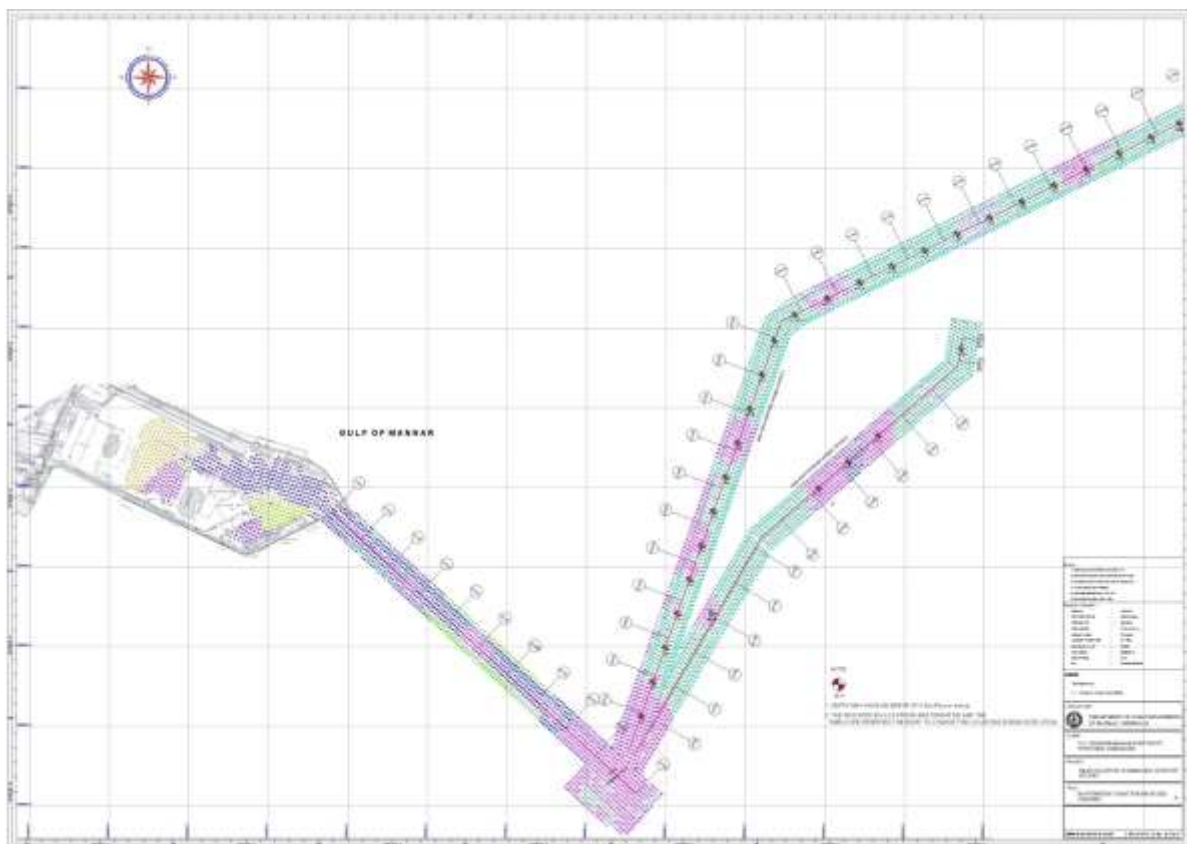


Fig 2. Geotechnical Investigation for V.O. Chidambaranar Port Trust

Note: The employer reserves the right to order additional boreholes upto 20nos within the port boundary subject to the same terms and condition of the present tender. The rates quoted under various items of the BOQ shall remain the same for the additional boreholes upto the limits mentioned above, if ordered. *Payment of Mob and Demob charges will be only based on the lumpsum rate quoted under item no.1 of the BOQ.No additional Mob and Demob charges will be paid in case of additional boreholes are ordered.

The Geotechnical investigation shall be carried out in marine environment using suitable marine spread to conduct soil investigations, borehole, etc. The marine spread shall be in the form of jack-up platform and will be mobilized and positioned at each borehole location by other agency/agencies engaged by NTCPWC. Shifting the Jack up platform on completion of work at each borehole location to the next location and / or Demobilization of jack up platform after completion of all works shall also be the responsibility of NTCPWC. The contractor shall give advance notice to NTCPWC in writing and NTCPWC shall arranged to shift the jack up platform within 8 hours of such notice to the next bore hole location. In case of any delay beyond the above 8 hours, the contractor will be allowed extension of contract period commensurate with such delay but the quoted rate will remain unchanged.

3.3.1 The Detailed Geotechnical Investigations inter-alia includes

- Subsoil investigation by drilling 150 mm dia boreholes upto -8 m depth from the existing bed levels of navigational channel/basin.
- Standard testing upto 5 m depth with sample tests at 1 m interval and beyond 5 m depth, the sample tests at 1.5 m interval.
- Collection of undisturbed samples, if clay layer encountered.
- Collection of additional samples, when there is a change in strata
- Collection of additional samples during the course of investigation, if directed by the representatives of the Employer.
- Conducting any other tests that may be found necessary during the execution of the project.
- Identifying the materials viz, soil, rock, hard surface materials etc, and also their types, formation and details (locations, extent, classification, properties, etc)
- Identifying the sub bottom layers of seabed.
- Identifying in-situ Physical and Mechanical properties of the seabed materials.
- Sampling of Materials for Laboratory tests.
- Classification of soil as per Indian Standard IS:1498-1970
- PIANC Soil Classification.

3.3.2 Hard Strata & Rocky region the followings also to be assessed

- Compressive/Tensile Strength
- Density and Porosity
- Hardness and Abrasiveness
- Core Recovery and Rock Quality Designation (RQD)
- Logging and Fracture state

3.3.3 Investigation techniques shall include:

- Wide range of the sampling
- Grab Sampler
- SPT
- UDS
- Drilling
- Coring
- Testing techniques
- Vibro-Coring

3.3.4 Borehole Investigations includes

- Particle Size Analysis and Atterberg Limits
- Density & Moisture content
- Shear Strength
- Cohesion
- Bulk Density
- SPT/N-Value

NOTE:

- Boreholes are arranged in the entire project site area in a systematic manner.
- Intermediate borehole may be ordered whenever inconsistencies/significant variations in soil layer are noticed in two consecutive holes.
- Vertical accuracy is critical, and tides have to be correctly accounted for with respect to boring depths.
- Number of boreholes in rocky area will/may be decided later by the port.

The number, locations and the depth of boreholes and the test on core samples collected may be varied depending upon bore hole material found during the progress of investigation.

3.4 REPORTS

Reports on the borehole investigation shall include the list of equipment used for marine sampling, laboratory tests, positioning, datum, water depth measurements, boring logs, full laboratory test descriptions and also the results along with field and lab notes.

A detailed draft and final report comprising the output from all the above-mentioned tests and analysis shall be submitted as laid down in these specifications.

3.5 GENERAL

- Necessary arrangements to transport the personnel and officials visiting the site by means of suitable boats from land to offshore investigation location and back whenever required during investigations. Suitable care shall be taken during investigation in the offshore by providing life jackets, lifeboats and any other safety devices/emergency devices to prevent any accident.

- The chart adopted should be in UTM projections showing North & East and global grids (latitude & longitude) in every case.
- Laboratory Results of all tests conducted shall be submitted as per relevant IS Codes.
- All samples shall be identified with date, borehole number, depth of sample etc. Standard Penetration Test shall be carried out at the termination depth and recorded
- Sufficient number of soil samples shall be collected (Disturbed soil samples & Undisturbed samples)
- To carry out all associated works like removal and disposal of debris, setting up and removal and temporary facilities at no extra cost.
- Suitable positioning system shall be used for fixing the position of boreholes in geo-technical investigation. The bidder shall clearly indicate the methodology for maintaining the horizontal / vertical control in the proposal/write up.
- If rock is encountered, the borehole may be terminated 1 m into the rock and after taking core of 50mm sample.

SECTION-IV

4. BILL OF QUANTITIES AND RATES.

Item No.	Item Description	Unit	Quantity	Rate
1	<p>Mobilization and demobilization of boring equipment, personnel and all other necessary machinery (excluding jack-up), hydraulic rigs, transportation, shifting of equipment by the contractor from location to location for boreholes, etc carrying out the borehole investigation at the proposed extended navigational channel at VOCPT for boring works all as directed above including all the incidental charge, fuel etc; complete</p> <p>Note:</p> <ul style="list-style-type: none"> The jack-up platform shall be mobilized and positioned at each borehole location by other agencies engaged by NTCPWC. Shifting the jack-up platform after completion of work at each bore hole location to the next borehole and / or demobilization of jack up platform after completion of all works, shall also be the responsibility of NTCPWC. The contractor shall give advance notice to NTCPWC in writing and NTCPWC shall arranged to shift the jack up platform within 8 hours of such notice to the next bore hole location. After completion of all boreholes NTCPWC will arranged to demobilize the jack up platform in reasonable time. In case of any delay in shifting the jackup platform beyond the above 8 hours, the contractor will be allowed extension of contract period commensurate with such delay but the quoted rate will remain unchanged. <p>Bidders are advised to restrict the Lump Sum amount quoted under item no. 1 to 15% of the overall contract value, viz., sum of amounts quoted for item numbers 1 & 2.</p> <p>70% of the Lump Sum (LS) amount quoted for this item shall be released upon mobilization of</p>		LS (Lump sum)	

	<p>all the boring equipment and successful completion of a minimum of two boreholes. Balance 30% of the lump sum amount quoted for this item shall be released only after demobilisation of all equipment and completion of all the work ordered.</p> <p>In case the Lump Sum amount quoted under this item exceeds the above 15% the excess amount shall be released as demobilisation subject to satisfying the conditions mentioned in the above sub clauses.</p>			
2	<p>Shifting and positioning the boring equipment at the location of each borehole (Excluding jack up platform, which will be provided by NTCPWC) accurate positioning, erection/dismantling of rigs etc and boring through all types of soils, weathered rock, boulders, rocky strata etc. carrying out Borehole Investigations in the alignment of the Proposed Navigational channel at the locations indicated or as directed conducting field tests such as Standard Penetration Tests (SPT) and also collecting the samples, packing and transporting disturbed and undisturbed soil samples & ground water samples as per technical specification and/or relevant IS all as directed by NTCPWC complete.</p> <p>Note:</p> <ul style="list-style-type: none"> • The jack-up platform shall be mobilized and positioned at each borehole location by other agencies engaged by NTCPWC. Shifting the jack-up platform after completion of work at each bore hole location to the next borehole and / or demobilization of jack up platform after completion of all works, shall also be the responsibility of NTCPWC. • The contractor shall give advance notice to NTCPWC in writing and NTCPWC shall arrange to shift the jackup platform within 8 hours of such notice to the next borehole location. After completion of all boreholes NTCPWC will arranged to demobilize the jack up platform in reasonable time. In case of any delay beyond the above 8 hours, the contractor will be allowed extension of contract period commensurate with 	Nos	30	

	<p>such delay but the quoted rate will remain unchanged.</p> <ul style="list-style-type: none">• 95% of the quoted rates against individual boreholes shall be released against the actual quantities of work done and balance 5% shall be released on submission of final report.			
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SECTION-V

5.DRAWINGS

Proposed Alignment of the Extended Channel, Soundings and Locations of the Bore Holes
– **Attached Separately**

ANNEXURE-I

UNDERTAKING TOWARDS JURISDICTION FOR LEGAL PROCEEDINGS

(NON JUDICIAL STAMP PAPER VALUE RS.100/-)

This undertaking executed at.....on this (Date) (Month) Two thousand and by M/s Registered under Companies Act, 1956 having its registered office at hereinafter called the contractor (which expression shall where the context so admits mean and include its successors in office and in favour of Indian Institute of Technology Madras, Chennai- 600 036. herein after called the purchaser (which expression shall where the context so admits means and includes its successors if Office and assigns).

WHEREAS a contract for the supply ofhas been awarded in favour of the contractor under the Purchase order No.....dated.....

AND WHEREAS in accordance with the terms of the above Purchase order, the contractor has to furnish un undertaking to the effect that no suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any matter in any respect under this contract shall be instituted in any court other than in the High court, Madras of District court at or Sub-court ator at the District Munsiff court at as the case may be.

IN CONSIDERATION of the Board having agreed to accept the undertaking the contractor hereby undertakes that no suit or any proceedings in regard to any matter arising in respect of this contract shall be instituted in any court, save in the High court, Madras or District court at.....or sub court at or at the District Munsiff court atas the case may be it is agreed that no other court shall have jurisdiction to entertain any suit or proceedings, even though , part of the cause of action might arise within their jurisdiction. In case any part of the cause of action might arise within the jurisdiction of any other Courts in Tamil Nadu and rest within the jurisdiction of Courts outside the State of Tamil Nadu, then it is agreed to between the parties that such suits on proceedings shall be instituted in a court within the State of Tamil Nadu and no other Court outside the State of Tamil Nadu shall have jurisdiction.

IN WITNESS WHEREOF Thiru..... of M/s hereby put his hand and seal for due observance of the undertaking in the presence of the following witnesses

COMPANY SEAL

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

WITNESSES:

1)

2)

ANNEXURE-II

FORM OF PERFORMANCE GUARANTEE

(To be Typed on Non-Judicial Stamp Paper Value not less than ₹100)

To

Dear Sirs,

1. In consideration of the Indian Institute of Technology Chennai-36 (hereinafter called "IITM") having offered to accept the terms and conditions of the proposed agreement between IITM and (hereinafter called "the said contractor(s)" for the work **"Geotechnical Investigations in the alignment of outer channel at V.O. Chidambaranar port. Tuticorin"**. (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees..... only @10% of the value of the contract) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
2. We..... (Indicate The name of bank) (hereinafter referred to as the "Bank") hereby undertake to pay to the Government an amount not exceeding Rs (Rupees.....only @10% of the value of contract) on demand by the IITM.
3. We do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from IITM stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only @10% of the value of contract).
4. We, the said Bank, further undertake to pay to the IITM any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
5. We (Indicate the Name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the IITM under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the IITM, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

6. We (indicate the name of the Bank) further agree with the IITM that the IITM shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IITM against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the IITM or any indulgence by the IITM to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
8. We (Indicate the name of the Bank).lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the IITM in writing.
9. This Guarantee shall be valid up to one month from the acceptance of Final Report unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupeesonly @10% of the value of contract) , and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated theday of.....

For

Tender Inviting Authority:
 The Project Coordinator,
 NTCPWC, IIT Madras,
 Chennai – 600036.