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# DEENDAYAL PORT AUTHORITY



## TENDER DOCUMENTS FOR

Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal - Gujarat.

OFFICE OF THE SUPERINTENDING ENGINEER (PL)  
DEENDAYAL PORT AUTHORITY  
PO. BOX NO. 50,  
A.O. BUILDING,  
GANDHIDHAM (KACHCHH)

March-2024

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# Section 1

## **NOTICE INVITING TENDER (NIT)**

# DEENDAYAL PORT AUTHORITY

## NOTICE INVITING TENDER

Tender No.(02- P/2024).  
ONLINE TENDERING (E- Tendering)

**NAME OF WORK: Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal - Gujarat.**

Tenders in E-tendering system are invited by **Superintend Engineer (PL)** for the above work as per the details given in the table below.

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs.)	Date of Pre-Bid Meeting	Bid Document Downloading Start Date	Last Date and time of online Submission of bid documents	Date and time of online opening of Technical bids
Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal – Gujarat.	5900/- (Including 18% GST) <b>Digital mode of Payment at Bank of Baroda Gandhidham Branch Account no. 10080100022427 IFSC code, BARBOGANKUT</b>	<b>Rs. 20,10,91,892/- (Excluding GST)</b>	<b>Rs. 20,10,919/- (Payment is made through Bank Guarantee-BG only)</b>	19/03/2024 @ 11.30 Hrs	13/03/2024	12/04/2024 @ 16.00 hours	12/04/2024 @16.30 hours

Detailed notice inviting tender along with complete tender documents can be downloaded from website <https://kpt.nprocure.com> from 13/03/2024 to 12/04/2024 @ 16:00 hrs. Tender Notice is also available on <https://www.deendayalport.gov.in> and <https://eprocure.gov.in>. Technical Bid will be opened on 12/04/2024 @ 16:30 hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact **Superintending Engineer (PL)**, (Email:dpt.roro@gmail.com), Room no 112, Ground floor, A.O. Building, Gandhidham-370201, Kutch District, Gujarat State, INDIA, **Mob: 97253 38260** during working hours before the last date and time of downloading of tender documents.

**SUPERINTENDING ENGINEER (PL)**  
**DEENDAYAL PORT AUTHORITY**

## **E - TENDER NOTICE NO (02- P/2024).**

E-tenders are invited by DEENDAYAL PORT AUTHORITY from reputed domestic companies as well as legally valid and willing to undertake the “**Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal - Gujarat**” by deploying suitable Trailer suction hopper Dredger (TSHD)/Backhoe Dredger (BHD)/cutter suction dredgers (CSD) / Grab Dredger etc. under THREE cover system offers in the prescribed form are to be submitted in duplicate.

<b>NAME OF WORK</b>	Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal - Gujarat
<b>Estimated cost</b>	Rs. 20,10,91,892/- (Excluding GST)
<b>Completion Period</b>	12 months
<b>Bid type</b>	Open E - tender
<b>COST OF TENDER DOCUMENT (NON REFUNDABLE)</b>	Tender Fees (Non-refundable) of Rs. 5900=00 (Rs. Five Thousand Nine Hundred Only) including 18% GST. <b>Digital mode of Payment at Bank of Baroda Gandhidham Branch Account no. 10080100022427 IFSC code, BARBOGANKUT</b>
<b>Bid Security</b>	Rs. 20,10,919/- (In form of Bank Guarantee-BG only from any Nationalized / Scheduled Bank (except Co-operative Banks) from any branch in India.)
<b>Minimum eligibility criteria</b>	<p>Any individual / proprietorship firm / Partnership Firm / Company who are having Dredging work experience as mentioned in similar work definition in tender document are eligible to participate.</p> <ol style="list-style-type: none"><li>1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least <b>Rs. 6,03,27,568/- (excluding GST)</b> (The relevant Audited Balance Sheets certified by Chartered Accountant for meeting qualification criteria shall be submitted along with tender).</li><li>2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:  Three similar dredging work of value, each work costing not less than <b>Rs. 8,04,36,757/- (excluding GST/VAT)</b> or involving dredging quantity of 1,67,200 Cum quantity.  Or</li></ol>

Two similar dredging work of value, each work costing not less than **Rs. 10,05,45,946/ -(excluding GST/VAT)** or involving dredging quantity of 2,09,000 Cum quantity

or

One similar dredging work of value costing not less than **Rs. 16,08,73,514/- (excluding GST/VAT)** or involving dredging quantity of 3,34,400/- Cum quantity.

Note:

- I. Similar dredging works means successfully completed dredging and capability of offshore disposal of dredged soil using suitable dredging equipment.
- II. The value of similar works completed by the Tenderer will be brought to current cost level by enhancing the actual value of work with the multiplication factor with reference to escalation based on WPI as detailed below for assessing the eligibility of the Tenderer under experience. The base year shall be taken as 2022-23.

Year	Multiplication factor
FY 2022-23	1.00
FY 2021-22	1.09
FY 2020-21	1.24
FY 2019-20	1.25
FY 2018-19	1.27
FY 2017-18	1.33
FY 2016-17	1.37

- III. If the bidder executed the work in private organization, Bidder has to submit necessary TDS (Tax deduction certificate) against the executed works issued by competent authority

### 3. Integrity Pact agreement

- i. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.
- ii. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed

online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

3. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender/appropriate category as per NIC code 2008 only shall become eligible for exemption from payment of Tender Fee /EMD. Such bidder shall upload the scanned copy of Valid Certificate in Preliminary Bid.

Level	Description
Sub-class 42902	Construction of waterways, harbours and river works, dredging of waterways

**Performance of the Dredgers and other Equipment**

- (i) The Bidder shall submit details of the equipment, particularly the dredgers proposed to be deployed for the captioned work along with the dredging plan and methodology to establish that the equipment proposed is capable of dredging an in-situ quantity of not less than 1500 cum per calendar day.
- (ii) The Dredging plan and methodology shall inter-alia cover dredging equipment i.e. Type of dredgers & its capacity, supporting ancillary craft to be deployed, with a clear indication as to whether these equipment are owned by the bidder or these equipment are placed at the disposal of the bidder for the entire period of contract with proper documentary evidence, target quantity calculations and procedure to complete the work as per technical specifications within the stipulated period of completion.
- (iii) Bidder has to submit Certificate of Registry / Certificate of Class issued by Govt. approved Authority / IACS towards dredging equipment and valid insurance for verification of equipment.

Employer reserves their right to review and evaluate the details of Dredging equipment, dredging plan and methodology submitted by the bidders taking into account the nature and

	<p>requirement of the contract. In the opinion of the Employer, if this equipment and the methodology proposed by the contractor are not suitable for completing the work within the specified timeline, the Employer reserves the right to reject the tender without assigning any reasons. The Employers decision in this regard shall be final and binding on the bidder.</p>
<p><b>Joint venture</b></p>	<p>APPLICABLE</p> <ol style="list-style-type: none"> <li>1. In case of JV to qualify experience in similar works, merging of work order value executed by two or more of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.</li> <li>2. Lead partner should have executed at least one similar work costing <b>Rs. 8,04,36,757/-</b> (excluding GST/VAT) or involving dredging quantity of 1,67,200 Cum quantity as per minimum eligibility criteria (40% of estimated cost)</li> <li>3. The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.</li> <li>4. In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the minimum eligibility criteria of financial turnover.</li> </ol>
<p><b>Bid Validity Period</b></p>	<p>120 Days</p>
<p><b>Condition</b></p>	<ol style="list-style-type: none"> <li>1. Bid Security / EMD payment is made through Bank Guarantee only and copies / receipt of tender fees shall be submitted in <b>Digital mode of Payment at Bank of Baroda Gandhidham Branch Account no. 10080100022427 IFSC code, BARBOGANKUT</b> while uploading the bid during preliminary bid stage. If not, their bid will not be considered for evaluation.</li> <li>2. Integrity Pact agreement <ol style="list-style-type: none"> <li>i. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed</li> </ol> </li> </ol>



the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.

- ii. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

- 3. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender/appropriate category as per NIC code 2008 only shall become eligible for exemption from payment of Tender Fee /EMD. Such bidder shall upload the scanned copy of Valid Certificate in Preliminary Bid. Also Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed '**Bid Security Declaration**' as per format provided in the tender document (**Annexure I**), failing which the bid shall be disqualified: -

Level	Description
Sub-class 42902	Construction of waterways, harbours and river works, dredging of waterways

<b>Downloading of tender documents</b>	Tender Documents can be downloaded from the official website of Deendayal Port Authority <a href="http://www.deendayalport.gov.in">www.deendayalport.gov.in</a> OR <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a>
<b>Date and time of Pre-bid meeting</b>	Dt. 19/03/2024 Time 11:30 Hrs.
<b>Last date &amp; time for online tender submission</b>	On 12/04/2024 Up to 16:00 Hours on Website <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a>
<b>Online opening of technical bid</b>	On 12/04/2024 at 16:30 Hours
<b>Documents required to be submitted by scanning through online</b>	<ul style="list-style-type: none"> <li>a. Documents in support of fulfilling qualifying criteria as indicated above.</li> <li>b. Bid Security / EMD in <b>Payment is made through Bank Guarantee-BG only from any Nationalized / Scheduled Bank (except Co-operative Banks) from any branch in India.</b></li> <li>c. Tender Fee in Digital mode of Payment at Bank of Baroda Gandhidham Branch Account no. 10080100022427 IFSC code,</li> </ul>

	<p>BARBOGANKUT</p> <p>d. Integrity Pact agreement</p> <p>i. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.</p> <p>ii. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.</p> <p>e. As indicated in clause 2.4 of Section-2, Instructions to bidders.</p>
Officer- Inviting Bids:	SUPERINTENDING ENGINEER (PL), DEENDAYAL PORT AUTHORITY
Address:	SUPERINTENDING ENGINEER (PL), DEENDAYAL PORT AUTHORITY, Room no 112, Ground floor, A.O. Building, Gandhidham-370201, Kutch District, Gujarat State, INDIA.
Contact Details :	Mobile: 97253 38260

DPA Bank details:

1. Deendayal Port Authority
2. Account No: 10080100022427
3. Name of Bank & Address: Bank of Baroda, Gandhidham Branch
4. IFSC Code: BARB0GANKUT

Note: In case bidders need any clarifications or if training is required to participate in online tenders, they can contact(n)Procure Support team at following address: -  
(n)code Solutions - A division of GNFC Ltd., (n)Procure Cell, 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat).

Contact Details:

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Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525 BSNL: +91-79-2684511,

26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689 Fax: +91-79-26857321,40007533

E-mail: nprocure@gnvfc.net

TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

**FOR FURTHER DETAILS, AMENDMENTS OR EXTENSION OF TIME, PLEASE VISIT**

**<https://kpt.nprocure.com> OR [www.deendayalport.gov.in](http://www.deendayalport.gov.in)**

**SUPERINTENDING ENGINEER (PL)**

**DEENDAYAL PORT AUTHORITY**

## 1 BRIEF DESCRIPTION OF THE PROJECT

On behalf of Chairperson, Deendayal Port Authority, the Superintending Engineer (PL), Gandhidham, Kachchh invites ON-LINE tenders from reputed firms with proven ability for carrying out the **“Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal - Gujarat.”**

- 1.1. Deendayal Port has been entrusted with the project of Ro-Pax Ferry Service, fast ferry/catamaran service between Ghogha & Hazira, to reduce the pressure on the existing roads and rail network. To facilitate Ro-Pax Ferry service, the construction of Ro-Pax terminal and allied infrastructure at Ghogha & Hazira are available. In order to have the services operational in all tidal conditions, DPA had carried out “Dredging in Approach channel, Turning Circle, Berth pockets and surroundings of Landing Pontoon etc. at Ghogha Ro- Ro Terminal - Gujarat”. Now DPA proposes to “Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal - Gujarat” by deploying Trailer Suction Hopper Dredger(TSHD) of suitable capacity / Backhoe Dredger (BHD)/Cutter Suction dredger (CSD) /Grab dredger etc.,

Scheduled period of completion of the dredging project shall be for 12 Months.

- a) “Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal - Gujarat” with an estimated cost of **Rs.20,10,91,892/- (Excluding GST)**.
- b) The bidder shall possess by absolute ownership / Chartered / wet leasing or the firm should have entered into an agreement with any firm owning such equipment such as Trailer suction hopper dredger (TSHD) / cutter suction dredger (CSD) / Backhoe dredger (BHD) / Grab dredger for deployment in the proposed dredging area. The assessment of the capacity of the dredger is the responsibility of the bidder based on scope of work. Deployment of other equipment and capacity will be assessed / judged by the bidder as per the site conditions and scope of work for dredging. In case if any additional dredgers of suitable capacity are required to deepen the proposed dredging area, same shall be deployed by the bidder at no such extra cost to be quoted in the price bid.
- c) The bidder shall possess by absolute ownership / Chartered / wet leasing or the firm should have entered into an agreement with any firm owning such equipment (such as Grab /Grab Hopper / Backhoe Dredger and their hopper barge / tug) of suitable capacity capable of dredging up to a depth of 20m for deployment in dredging areas i.e. Approach channel, turning circle, berth

pockets and surrounding of landing pontoon of Ghogha Ro-Ro terminal to maintain an average working day dredging output not less than 1500 cu. m (In-situ). It is the responsibility of the contractor to mobilize additional equipment, machineries, crafts, dredgers etc. without claiming any extra cost for proper completion of the work proper within the specified time. In addition, if the progress of the work is not satisfactory and/or not matching with the targets accepted between DPA and the contractor, the employer reserves their right to order the contractor to mobilize additional dredgers and other ancillary equipment to ensure the completion of the project within the scheduled period of condition, as mentioned elsewhere in the contract without entitlement of any additional cost to the contractor for the reasons whatsoever. Employers decisions in this regard is final and binding on the contractor.

d) In case the Contractor has to sail the main dredger for meeting dry docking / major repairs, the contractor has to show proof of dry dock / afloat repair facility booked at the time of submitting for permission to sail the main dredger.

**1.2** Detailed Tender Notice along with complete Tender documents can be obtained from website <https://kpt.nprocure.com>, from 13/03/2024 to 12/04/2024 up to 16.00 Hrs. Tender Notice is also available on <https://www.deendayalport.gov.in> and <https://eprocure.gov.in>.

**1.3** No tender will be considered which is not made in the prescribed form and which is not accompanied by a EMD/MSME. The tender offer shall have to be submitted by the Tenderer, in sealed covers as explained in the Tender Document.

**1.4** The offer (both Techno-Commercial & Price) must be valid for a minimum of 120 days from the last date of submission of offer, otherwise the offer shall be rejected as non-responsive.

**1.5 Minimum eligibility criteria for evaluation of technical bid.**

The bidder has to meet the following eligibility criteria:

**1.5.1** The bidder should have adequate experience in similar type of dredging work successfully undertaken during last seven years ending last day of month previous to the one in which applications are invited should meet the following criteria:

**(1)** Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least **Rs. 6,03,27,568/- (excluding GST)** (The relevant Audited Balance Sheets certified by Chartered Accountant for meeting qualification criteria shall be submitted along with tender).

**(2) Similar completed works:**

(i) Three similar completed works, each work costing not less than **Rs. 8,04,36,757/- (excluding GST/VAT)** or involving dredging quantity of 1,67,200 Cum quantity.

Or

(ii) Two similar completed works, each work costing not less than **Rs. 10,05,45,946/ -(excluding GST/VAT)** or involving dredging quantity of **2,09,000 Cum** quantity

Or

(iii) One similar completed work costing not less than **Rs. 16,08,73,514/- (excluding GST/VAT)** or involving dredging quantity of 3,34,400/- Cum quantity.

Note:

- ❖ Similar dredging works means successfully completed dredging and capability of offshore disposal of dredged soil using suitable dredging equipment
- ❖ The value of similar works completed by the Tenderer will be brought to current cost level by enhancing the actual value of work with the multiplication factor with reference to escalation based on WPI as detailed below for assessing the eligibility of the Tenderer under experience. The base year shall be taken as 2022-23.

Year	Multiplication factor
FY 2022-23	1.00
FY 2021-22	1.09
FY 2020-21	1.24
FY 2019-20	1.25
FY 2018-19	1.27
FY 2017-18	1.33
FY 2016-17	1.37

**Note:**

- i) Bidder should indicate actual figures of costs and amount for the works executed by them in the schedule without accounting for the above-mentioned factors. In case the financial figure and the value of completed works are in foreign currency, the above enhancement factors will not be applied. Instead, the foreign currency will be converted into equivalent Indian Rupees (INR) at the State Bank of India BC selling rate prevailing 28 days prior to bid due date.
- ii) The Financial year of completion for the similar completed works shall be taken into account while applying multiplication factors for arriving current cost level.

- ❖ In both the above cases (i & ii) if bidder executed the work in private organization, bidder has to submit TDS (Tax Deduction Certificate) against the executed work.
- ❖ Bidder has to submit the work order and completion certificate from the employer towards the work experience.

### **1.5.2 Performance of Dredgers and other Equipment:**

- (i) The Bidder shall submit details of the equipment, particularly the dredgers proposed to be deployed for the captioned work along with the dredging plan and methodology to establish that the equipment proposed is capable of dredging an in-situ quantity of not less than 1500 cum per calendar day.
- (ii) The Dredging plan and methodology shall inter-alia cover dredging equipment i.e. Type of dredgers & its capacity, supporting ancillary craft to be deployed, with a clear indication as to whether these equipment are owned by the bidder or these equipment are placed at the disposal of the bidder for the entire period of contract with proper documentary evidence, target quantity calculations and procedure to complete the work as per technical specifications within the stipulated period of completion.
- (iii) Bidder has to submit Certificate of Registry / Certificate of Class issued by Govt. approved Authority / IACS towards dredging equipment and valid insurance for verification of equipment.

The Employer reserves their right to review and evaluate the details of Dredging equipment, dredging plan and methodology submitted by the bidders taking into account the nature and requirement of the contract. In the opinion of the Employer, if this equipment and the methodology proposed by the contractor are not suitable for completing the work within the specified timeline, the Employer reserves the right to reject the tender without assigning any reasons. The Employers decision in this regard shall be final and binding on the bidder.

**1.6** Bidders has to submit the work order and completion certificate from the employer towards the work experience. Bidder also has to submit Certificates of Registry / Certificate of Class issued by Govt. approved Authority / IACS towards dredging equipment and valid insurance for verification of equipment.

**1.7** With regard to participation of Indian tenderer(s), the Indian firm /companies owning Indian flag dredgers including Dredging Corporation of India Ltd. shall have right of first refusal before the contract is given to any foreign company only if the bid of the Indian company is within 20% of the lowest technically qualified and they shall have to undertake the work by entering into a contract with DPA exactly similar to the contract which would have been entered into with the lowest tenderer i.e. the contract shall be on a commercial format. If more than one Indian company/ firms owning Indian Flag Dredgers including Dredging Corporation of

India Ltd. participate in the tender, the right of first refusal will go to that Indian company which has quoted the lowest and is within 20% of the lowest technically qualified offer subject to obtaining security clearance. If an Indian flag vessel is not available, then “Indian controlled ships” shall be accorded higher priority in the Right of First refusal than Non-Indian Flag Vessels

(Note: DGS Circular No.02 of 2021 dated 14.01.2021 shall be applicable for exercise of right of first refusal –grant of license to foreign flag vessel. In this regard, Guideline issued by DG(Shipping), from time to time in terms of relevant provision shall be applicable.)

If Bidder, an Indian subsidiary / company of a foreign company is qualifying for bidding based on the qualifications of its Parent Firm, the bidder will not be eligible for the right of first refusal under this clause even if all the dredgers belong to the bidder are Indian Flag / Indian Controlled ships.

In case the lowest tender is from an Indian company, the contract will be awarded to the Indian company without first right of refusal to Dredging Corporation of India Ltd. even if it is within 20% of the lowest technically qualified.

Indian Tenderer means Indian Citizen/ Indian domestic Company /Society either having Indian flag vessel(s) or proposing in the tender for converting foreign flag vessels to Indian flag vessels before commencing the work. An Indian dredging company shall be a company registered under the companies Act 1956 engaged in dredging work and having dredgers under Indian flag or vessels registered as Indian controlled tonnage ships in accordance with DGS order No.10 of 2014.

In case the contract is awarded to an Indian tenderer through the process of exercising the first right of refusal and the work is executed by such tenderer by deploying foreign flag vessel, it shall call for penalty of Indian Rupees 1,500,000/- per day for the first 10 days and Indian Rupees 2,000,000/- per day for the next twenty days, to the employer. In case the deployment of foreign flag dredger extends for more than 30 days during the period of the contract, the Employer reserves the right to call for termination of the contract.

The Employer and/or Government of India through Ministry of Shipping reserves the right to assign, in public interest, any contract for dredging work in any of the major ports to Dredging Corporation of India Ltd. on nomination.

- 1.8** The Employer/ Board do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason thereof.
- 1.9** Pre-bid meeting will be held with the representative of the firms, bidders or his official's representative are invited to attend the pre-bid meeting. The prospective Tenderers shall submit their queries in writing to The Superintending Engineer



(PL), Deendayal Port Authority (Email:dpt.roro@gmail.com) in connection with this tender well in advance latest by 03 days prior to pre bid meeting date, so that the queries can be attended to. The pre-bid meeting will be held on 19/03/2024 at 11:30 hrs. in the Old Board Room at Deendayal Port Authority Admin. Office Bldg., Gandhidham.

- 1.10** The due date of submission of offers will be 12/04/2024 unless notified otherwise. In the event of changes in the schedules, the Deendayal Port will notify the same through its web site.
- 1.11** If the offers are not received according to the instructions detailed here above, they shall be liable for rejection. The corrections and remarks shall be either type-written or must be in ink and duly authenticated.
- 1.12** The Contractor should mobilize suitable dredger(s) capable of executing the dredging work within the time schedule. The documentary evidence about the capability, experience in the relevant field and financial status to be furnished along with the offer are: -
- (i) Details of dredging work executed in last 7 years with names and address of clients, type of dredging work executed, details of dredgers deployed, quantity, scheduled period of execution, date of commencement and date of completion and certificate/testimonials from the concerned clients regarding successful completion of the job.
  - (ii) Details of dredger(s) and other supporting crafts and facilities including discharge pipeline etc. available and proposed dredgers and their mobilization time to this site.
  - (iii) Capability of the firm in carrying out pre and post dredging bathymetric surveys.
  - (iv) Name and curriculum vitae of dredging team and surveyors proposed to be deployed.
  - (v) Registration details of the firm, bankers, company profile and financial position of the firm during the last five years.

The complete tender document **[including drawings]** is available on Deendayal Port's website : [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and <https://nprocure.gov.in> and Tenderers may download the same and submit through online on website <https://kpt.nprocure.com> on or before the due date and time of submission. However, in such a case, they shall inform in writing to the **DEENDAYAL PORT AUTHORITY** immediately on downloading the tender documents. They shall also pay Rs. 5900/- including GST towards the cost of tender on / before due date and time of submission of Tenders otherwise the tenders shall be rejected. The bidders also have the option to upload the scanned copy of DIGITAL modes for the tender fee as part of the technical bid submission the bank details as below;

1. Name of Bank & Address: Bank of Baroda, Gandhidham Branch

2. Account No: 10080100022427

3. IFSC Code: BARBOGANKUT

- a. No tender will be considered which is not made in the prescribed form and which is not accompanied by a deposit of Indian Rs. **20,10,919/-** as Earnest Money Deposit(EMD)/ Bid security & Rs. 5,900/- Tender fee. The tender offer shall have to be submitted by the Tenderer, in sealed covers as explained in the Tender Document.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender/appropriate category as per NIC code 2008 only shall become eligible for exemption from payment of Tender Fee /EMD. Such bidder shall upload the scanned copy of Valid Certificate in Preliminary Bid. Also Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed '**Bid Security Declaration**' as per format provided in the tender document (**Annexure I**), failing which the bid shall be disqualified: -

Level	Description
Sub-class 42902	Construction of waterways, harbours and river works, dredging of waterways

- b. The offer (both Techno-Commercial & Price) must be valid for a minimum of 120 days from the last date of submission of offer, otherwise the offer shall be rejected as non-responsive.

**1.13** Bidders who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 304 GNFC Info tower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321 E-mail: nprocure@ncode.in Toll Free Number: +91 7359 021 663 / 1800-419-4632, Mobile: 9327084190 / 9898589652.

**1.14** However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Superintendent Engineer (PL) within 07 days of opening of the tenders.

**Cover-I, Cover-II and Cover-III are super scribed as under:**

**Cover-I:** The Tender Fee & Bid Security as indicated in NIT.

**Cover-II:** The Technical Bid and the tender duly filled and signed

**Cover-III:** Nil.

All the covers shall be wax sealed. The three covers marked Original shall then be placed in an envelope and marked ORIGINAL and sealed as stated above. All the sets shall then be placed in an outer envelope.

**Cover I** of the tender shall contain the following:

The Integrity pact agreement, Bid Security and Tender Fee as indicated in NIT.

**Cover II** of the tender shall consist of but not limited to the following:

- a) Duly executed Power of Attorney in favour of person or persons authorized to sign the tender.
- b) The tender document duly filled and signed.
- c) Copies of documents defining constitution and legal status.
- d) Document regarding structure of the tender as indicated in these Instructions.
- e) Balance sheets along with turnover, Income Tax clearance certificates, profit and loss account for the previous three financial years ending 31st March 2023.
- f) Tenderer shall submit detailed methodology backed up by specification and calculations.
- g) Details of Contractor's Equipment including but not limited to number, make, date of manufacture/acquisition, capacity, and in case of Vessel/ship instruments, gadgets etc. with which such vessel/ship are equipped or fitted for the proposed Works.
- h) Schedule of Contractor's Equipment to be used.
- i) Works Plan and Dredging Schedule.
- j) Details of pending work, if any, or likely commitments, if any, and/or Experience in works of similar nature executed in the last 7 years.
- k) All the tenderers are required to submit an unconditional tender without any deviations failing which their offer will be treated as incomplete and same will be rejected and the price bid will not be opened.
- l) List of sub-contractors.
- m) An undertaking that Cover III does not contain any conditions.
- n) Work Schedule
- o) Schedules (as per format)
- p) Original Tender Documents
- q) Copies of fax messages and letters sent and received during the tender period.
- r) Details if any of the tenderer being delisted / debarred by any of their previous Employer, which is valid at the time of submission of the bids,

the reason for the same shall be evaluated by the Employer considering the nature and requirement of the present contract. The Employer reserves the right to reject such proposal, if found necessary. The Employers decision in this regard shall be final and binding on the bidder.

- s) All other documents set out in the Tender Document which the Tenderer is specifically required to submit along with the Tender.

**Cover III Nil.**

Tender not accompanied by required Tender Fee & Bid Security shall be liable for rejection. Previous dues / deposits with Port Authority shall not be counted / adjusted towards earnest money deposit.

The bidder has to submit all the required and essential documents for pre-qualification through online procedure. However, the hard copies of all documents are required to be submitted as per tender provisions.

Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons will not be considered. DEENDAYAL PORT AUTHORITY reserves the right to reject any or all the tenders without assigning any reason thereof.

**Note:** In case bidders need any clarification or its training is required to participate in online tenders, they can directly contact (n)Procure Support team at following address:

(n) code Solution - A division of GNFC Ltd.,

(n)Procure Cell, 304, GNFC Info tower, S. G. Road, Bodakdev, Ahmedabad - 380054 (Gujarat)

Contact Details:

Mobile: +91 9327084190 / +91 9898589652

Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525

BSNL: +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525) Reliance: +91-79-26857316/17/18 40007533 Fax: +91-79-40007533

E-mail: nprocure@ncode.in

TOLL FREE NUMBER: +91 7359 021 663 / 1800-419-4632

**Superintending Engineer (PL)  
DEENDAYAL PORT AUTHORITY**

## Section 2

# INSTRUCTIONS TO BIDDERS

## **2.0 INTRODUCTION**

### **Broad Scope of Work**

The Scope of work under the Contract is as more particularly specified in the Specifications for dredging work (Section-5 and 6) of the Tender Document. However, Scope of Work is not exhaustive and the Tenderers while quoting are expected to take into account all ancillary and necessary work that may be required to be done or performed by them for achieving the required depth & width in the approach channel, turning circle, Berth Pockets surrounding of Landing Pontoon at Ghogha RO-RO Terminal, Gujarat and disposal of the dredged material at the designated area, submitting charts and/or making the facility fully operational, whether or not explicitly stated in the Specification or elsewhere in the Tender Document and all such ancillary and necessary work shall be, deemed to be included and forming part of this Contract.

## **2.1 TENDER REQUIREMENTS**

### **2.1.0 General**

**2.1.1** The Bid Document downloaded by the Bidder is non-transferable.

**2.1.2** Bid Documents shall remain the property of the EMPLOYER.

**2.1.3** EMPLOYER will not be responsible for any costs or expenses incurred by the bidder in connection with the preparation and delivery of his bid or for any other expenses incurred in connection with such bidding.

**2.1.4** The work to be done is described in the Bid document (and in particular in the technical specifications, Bill of Quantity and drawings) and in general includes, but is not limited to supplying all dredgers, crafts, all materials including consumables, and equipment necessary to conduct surveys, dredging and disposal of spoil at specific field dumping ground as described in the Bid Document. Quantities, drawings and specifications given in the Bid Document are for the sole purpose of indicating to bidders the order of magnitude of work and are not in any way guaranteed to remain unchanged. Time is the essence of contract and the work shall be completed in all respects during a period of 12 months from the date of commencement of the work.

**2.1.5** Bidders are advised to visit the site of the work, review the drawings, and acquaint themselves of all site conditions prior to submission of their bid. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this Bid Document within the quoted price.

It is proposed to hold a pre-bid discussion with all the bidders in the Board room of Deendayal Port Authority on 19/03/2024 at 11:30 Hrs.

The bidders who need clarifications on any specific issue shall inform the EMPLOYER in writing latest by 3 days prior to pre bid meeting at the address given in the next clause. No queries /clarifications shall be entertained after the above date and during pre-bid meeting.

- 2.1.6** If the bidders find discrepancies in or omission from the drawings, specifications, or other documents, or have any doubts as to the meaning or intent of any part thereof, they shall at once inform the EMPLOYER who may send a written instruction or explanation to all bidders. No oral interpretations shall be made by any bidder as to the meaning of any of the provisions of the bid documents. Every request for an interpretation shall be in writing addressed and forwarded to the EMPLOYER at the following address:

**Office of The Superintending Engineer (PL)**  
**DEENDAYAL PORT AUTHORITY**  
**Post Box No: 50,**  
**New Annexure Building**  
**Gandhidham – 370 201**  
**Kachchh-Gujarat.**

- 2.1.7** In formulating their bid, bidders shall have full regard to the contents of the Bid Documents since all bids will be deemed to have been made after taking into account all the provisions thereof. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the EMPLOYER together with Addenda, bid clarification and all correspondences exchanged between Deendayal Port Authority and the bidder, if any.
- 2.1.8** Submission of fraudulent documents shall be treated as a major violation of the tender procedure and in such cases, Deendayal Port shall resort to forfeiture of Bid Security of the bidder, apart from blacklisting the firm for the next 3 years.
- 2.1.9** The bidders may please note that the EMPLOYER will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or Agents to visit the Employer's offices for making such enquiries till finalization of the bid.

Should the EMPLOYER find it necessary to seek any clarifications, technical or otherwise the concerned bidder will be duly contacted by the EMPLOYER.

- 2.1.10** Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.

- 2.1.11** The EMPLOYER may reject, accept or prefer any bid without assigning any reason whatsoever. The EMPLOYER also reserves to himself the right to accept any bid in part or parts only with such conditions as he may prescribe.
- 2.1.12** The successful bidder shall furnish the required Performance Security in the form of FDR/Digital Transfers/ Bank Guarantee from a Nationalized/Schedules Bank (except Co-operative Bank) having branch at Gandhidham-Kachchh to the EMPLOYER in the Performa enclosed at **Annexure-5** for the amount indicated in the Appendix to tender.
- 2.1.13** EMPLOYER will not be liable for any financial obligation in connection with the work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to Authority the Work (covered by the bid document issued to him).
- 2.1.14** In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the bid.
- 2.1.15** Bidders to note that the bids shall first be evaluated for **minimum eligibility criteria** given in the tender. Bidders not meeting the eligibility criteria do not qualify to proceed further.

## **2.2 INSTRUCTIONS FOR FILLING BIDS.**

- 2.2.1** The bids can only be submitted in the name of the bidder in whose name the bid documents were downloaded by the bidder.
- 2.2.2** The bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 2.2.3** Bidders shall sign their proposal with the exact name of the firm. The bid shall be duly signed and sealed by an authorized executive officer of the bidder's organization in all the pages.
- 2.2.4** Each bid shall be signed by a duly authorized officer and in the case of a Corporation shall be sealed with the Corporate Seal or otherwise appropriately executed under Seal.
- 2.2.5** Bidders shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The EMPLOYER may reject outright any bid unsupported by adequate proof of the signatory's authority.

### **2.2.6 Submission of bids**

Bidders who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by



Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 304 GNFC Info tower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321 E-mail: nprocure@ncode.in Toll Free Number: +91 7359 021 663 / 1800-419-4632, Mobile: 9327084190 / 9898589652.

The accompaniments to the tender documents as described under Clause 2.2.7.1, 2.2.7.2 and 2.2.7.3 shall be Scanned and submitted On-Line along with Tender documents.

However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Superintendent Engineer (P) within 07 days of opening of the tenders.

The envelopes shall be addressed to:

- a) Office of The Superintending Engineer (PL),  
Deendayal Port Authority, A.O. Building,  
Ground floor, Gandhidham - Kutch-370201. Gujarat- State.
- b) Bear the following identification:

Accompaniments for "**Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal - Gujarat**

Bid reference **No. ....**

Name and address of the bidder.

#### **2.2.6.1 Deadline of Submission of the Bids**

Bids must be received by the Employer in On-line System at website <https://kpt.nprocure.com> not later than **16:00 hrs. on 12/04/2024** in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.

The Employer may extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the

one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

### **2.2.6.2 Late Bids**

After the deadline prescribed in Clause 2.2.7 the bids cannot be submitted in the On-line System.

### **2.2.6.3 Modification and Withdrawal of Bids**

Bidders may modify or withdraw their bids before the deadline on the website as prescribed.

No Bid can be modified after the deadline for submission of Bids.

### **2.2.7 Cover-I, Cover-II and Cover-III and super scribed as under**

#### **2.2.7.1 Cover I of the tender shall contain the following:**

Integrity Pact Agreement, the Bid Security/EMD and Tender Fee in the prescribed form as indicated in NIT.

#### **2.2.7.2 Cover II of the tender shall contain the following:**

Cover II of the tender shall consist of but not limited to the following:

- a) Duly executed Power of Attorney in favour of person or persons authorized to sign the tender.
- b) The tender document duly filled and signed.
- c) Copies of documents defining constitution and legal status.
- d) Document regarding structure of the tender as indicated in these Instructions.
- e) Balance sheets along with turnover, Income Tax clearance certificates, profit and loss account for the previous three financial years ending 31st March 2023.
- f) Tenderer shall submit detailed methodology backed up by specification and calculations.
- g) Details of Contractor's Equipment including but not limited to Number, make, date of manufacture/acquisition, capacity, and in case of Vessel/ship instruments, gadgets etc. with which such vessel/ship are equipped or fitted for proposed for the Works.
- h) Schedule of Contractor's Equipment to be used
- i) Works Plan and Dredging Schedule.
  - Details of pending work, if any, or likely commitments, if any, and/or
  - Experience in works of similar nature executed in the last 7 years.

- j) All the tenderers are required to submit an unconditional tender without any deviations failing which their offer will be treated as incomplete and same will be rejected and the price bid will not be opened.
- k) List of sub-contractors.
- l) Nil
- m) Work Schedule
- n) Schedules (as per format)
- o) Original Tender Documents with (Blank) unpriced Price Bid.
- p) Copies of fax messages and letters sent and received during the tender period.
- q) Details if any of the tenderer being delisted / debarred by any of their previous employer along with the reasons for the same.
- r) All other documents set out in the Tender Document which the Tenderer is specifically required to submit along with the Tender.

### **2.2.7.3 Cover III ---Nil---**

**2.2.7.4** All inner envelopes shall indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is received late or if the Tender Fee & Bid Security-is not enclosed.

**2.2.7.5** All the recipients of tender shall treat the Tender documents as private and Confidential.

**2.2.8** If the space in the bid form or in the Appendices there to is insufficient, additional pages shall be separately added. These pages shall be consecutively page numbered and shall also be duly signed by the Bidder.

**2.2.9** The bid documents shall be signed by the bidder on each page.

**2.2.10** Bidders should indicate at the time of quoting against this bid their full postal and Telegraphic/telex addresses.

**2.2.11** Bidders shall submit along with their offer EMD of the amount mentioned in the Tender Call Notice.

EMD of **Rs. 20,10,919/-** may be payable in the form **Bank Guarantee-BG only from any Nationalized / Scheduled Bank (except Co-operative Banks) from any branch in India..** The EMD shall be valid for 28 days beyond the validity of the bid. The EMD of the unsuccessful bidder other than L1 and L2 shall be refunded immediately after ranking of price bids. EMD of L2 shall be refunded immediately after entering into agreement with L1 and acceptance of performance guarantee.

**2.2.12** In case of tender document being downloaded from the website, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no changes have been made in the document; He shall be issued a printed set of the document under acknowledgement with a condition that the printed version of the Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the

port's printed document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

**2.2.13 Deleted**

**2.2.14** If Indian tenderer/s is/are involved, it will get the first right of refusal before the contract is given to any foreign company only if the bid of the Indian company is within 20% of the lowest offer and they shall have to undertake the work by entering into a contract with employer exactly similar to the contract which would have entered into with the lowest tenderer i.e. the contract shall be on a commercial format. If more than one Indian company including Dredging Corporation of India (DCI Ltd) participates in the tender, the right of first refusal will go to that Indian company which has quoted the lowest and is within 20% of the lowest technically qualified offer. If an Indian flag vessel is not available, then "Indian controlled ships" shall be accorded higher priority in the Right of First refusal than Non-Indian Flag Vessels.

(Note: DGS Circular No.02 of 2021 dated 14.01.2021 shall be applicable for exercise of right of first refusal –grant of license to foreign flag vessel. In this regard, Guideline issued by DG(Shipping), from time to time in terms of relevant provision shall be applicable.)

- (ii) An Indian tenderer which is qualified by relying on the credentials of a foreign company will not be eligible for claiming the first right of refusal.
- (iii) In case the lowest tender is from an Indian company, the contract will be awarded to the Indian company without first right of refusal to DCI even if it is within 20%.
- (iv) Indian Tenderer means Indian Citizen/ Indian domestic Company/Society either having Indian flag vessel(s) or proposing in the tender for converting foreign flag vessels to Indian flag vessels before commencing the work. An Indian dredging company shall be a company registered under the companies Act 1956 engaged in dredging work and having dredgers under Indian flag or vessels registered as Indian controlled tonnage ships in accordance with DGS order No.10 of 2014.
- (v) In case the contract is awarded to an Indian tenderer through the process of exercising the right of first refusal and the work is executed by such tenderer by deploying foreign flag vessel, it shall call for penalty of Indian Rupees 1,500,000/- per day for the first ten days and Indian Rupees 2,000,000/- per day for the next twenty days, to the employer. In case the deployment of foreign flag dredger extends for more than thirty days during the period of the contract, the Employer reserves the right to call for termination of the contract.

- (vi) The Government of India through Ministry of Shipping reserves the right to assign, in public interest, any contract for dredging work in any of the major ports to Dredging Corporation of India on nomination basis.
- (vii) While evaluating tenders regard would be paid to national defense and security considerations.
- (viii) The (i) to (vii) above are made as per various guidelines issued by the Ministry of Shipping (DG Shipping and also Ports Wing) regarding chartering of foreign flag vessels and security clearance of the tenderers. Any further guidelines issued by the Ministry till the due date of tender shall also be applicable for this contract.
- (ix) Guidelines issued by DG (Shipping), Mumbai from time to time in terms of the relevant provisions of Merchant Shipping, shall be applicable.
- (x) At any time during the execution of the dredging work as per this tender, if any directive is issued by the Government of India through Ministry of Shipping to make alternative arrangement for meeting the maintenance dredging; the employer will issue a 30 days' notice and rescind the agreement for the ongoing dredging work and the contractor is obliged to make arrangements for smooth hand over of the site through a joint survey. The contractor has to hand over the site and demobilize his entire equipment at the end of the notice period. The payment arising due to rescinding / foreclosure of agreement and termination by Employer will be in compliance with Clause 3.14.2 (g) of the General Conditions of the Contract at Section-3 of this tender.

**2.2.15** The EMD of second lowest evaluated bidder shall be kept in reserve and may be invited to negotiate to match the lowest evaluated bid, in case the evaluated bidder withdraws his bid or not selected for any other reason.

**Note:**

If Bidder, an Indian subsidiary / Company of a foreign company is qualifying for bidding based on the qualifications of its Parent Firm, the bidder will not be eligible for the right of first refusal under this clause even if all the dredgers belong to the bidder are Indian Flag / Indian Controlled ships.

## **2.3 PRICING OF BID**

### **2.3.1 General**

The offer shall include planning, mobilization and de-mobilization of suitable Dredgers and other required crafts including all items/materials, labour, tools, transportation, insurance, taxes (excluding GST), duties, consumables, overhead, profit etc. necessary for execution of dredging as described in the Bid Document.

### **2.3.2 Currencies of Quotation**

The Bidder shall indicate the prices in Indian Rupees. The Bidder shall not quote in any currency other than Indian Rupees.

### **2.3.3 Validity**

- i. The tender shall remain valid and open for acceptance for a period of 120 days from the date of opening of Technical and Commercial bid.
- ii. Notwithstanding Clause 2.3.3 (a), prior to the expiry of the tender validity period, the Employer may, if required request the Tenderer to consent to a specified extension of the tender validity period. The request and the responses thereto shall be made in writing or by fax. A Tenderer agreeing to extend the validity will not be permitted to modify its tender.

### **2.3.4 Duties and Taxes**

Indian Custom Duties, if any, levied upon the work, dredger, equipments etc. are to be borne by the bidders and to be incorporated in the Item-Rates and this will not be separately paid for. The Contractor shall bear all Taxes both corporate and personnel, including but not limited to taxes on income levied on the Contractor or on their affiliated companies on account of payments received by them from the EMPLOYER for the works done under the Contract.

It shall be the responsibility of the Contractor to submit to the concerned Indian Statutory Authorities the returns and all connected documents required for this purpose. The Contractor shall also provide the EMPLOYER such information as they may require in regard to the Contractor's income and expenditure for this purpose.

## **2.4 INFORMATION REQUIRED**

### **2.4.1 Cover I** of the tender shall contain the following:

Integrity Pact Agreement, the Tender Fee & EMD in the prescribed for as indicated in NIT.

### **2.4.2 COVER-II (Technical & Commercial bid) shall contain the following:**

- i. A description of the facilities in sufficient detail and clarify to enable the EMPLOYER to make an evaluation and comparison of the Bid.
- ii. List of major marine equipment proposed to be deployed for this work. The Bidder shall provide complete details such as dimensions, capacity of Dredgers, other floating crafts and equipment if any etc. trade name, year of built, Registration particulars etc.

- iii. Description of Bidder's work experience in the past on projects of similar nature with the details given in Table1 (1) enclosed as Annexure 6 to the bid. This will include: Execution of large dredging works in the last seven years.
- iv. Concurrent commitments of the bidder shall be separately given with the details indicated at Table1 (2) enclosed as Annexure 7 to the bid.
- v. Bidder shall furnish a list of the supervisory personnel intends to deploy with their Biodata and proposed methodology for execution of the work i.e. design, planning, dredging with disposal of spoil, quantity surveying instruments and its accuracy and progress of the work etc. so as to ensure maintenance of dredged levels till defect liability period or taking over of the work as applicable at respective locations as stipulated in the Specification attached to this Bid Document.
- vi. If necessary, the Contractor should mobilize additional resources like dredgers, equipment etc. at his own expenses for proper completion of work. Keeping the above in view and since time is the essence of contract, the Bidder shall indicate how he would execute the work within the time specified by submitting a description of equipment and work method to be employed and the limiting weather condition for the proposed equipment. The Bidder shall also include a description of all procedures or any special technique to be employed in setting up the Works.
- vii. An overall project schedule, including, deployment, using critical path method shall be furnished along with the bid. The Bidder shall indicate the project key-dates for all activities.
- viii. Unpriced copies of Schedule of Prices with details of quantities only as Specified in the Bid Document shall be enclosed with technical bids. **Any direct / indirect indication of price of any BoQ item(s) in the technical bid will make the bid liable for outright rejection.**
- ix. Letter of Authority as per Performa enclosed as Annexure- 2 to the bid.
- x. Detailed dredger deployment schedule indicating total dredger days planned item-wise.
- xi. Bidder may request for any clarification / information on the tender conditions which shall be replied during the pre-bid meeting and subsequently in writing. After the pre-bid clarifications are issued, no exceptions/ deviations from Bid Document specifications and conditions are permissible. **Conditional bids are liable to be rejected.** Bidder shall enter 'Nil' in the Exceptions and Deviations, Annexure-3" while submitting the bid.

- xii. Tender Fee & Bid security as stipulated in the Tender Notice (NIT).
- xiii. Any other information required in terms of this Bid Documents.
- xiv. List of instruments for survey and monitoring the work and list of other equipment for actual measurement of the dredged spoil with the details indicated in Table-1(3) enclosed at Annexure-8 to the bid.
- xv. Balance sheets along with turnover, Income Tax clearance certificates, profit and loss account for the previous three financial years ending 31<sup>st</sup> March 2023. Memorandum of Articles and Articles of Association. In case of foreign firms, the statement be given to the fact that they have no claims pending against them from any State Authority in India with respect to Income tax, Goods and Service Tax in any form or any other dues. Any import duty in respect of equipments, dredgers etc. shall be borne by the firm. Income tax, GST in any form, etc. leviable for foreign contractor and the foreign employees shall be borne by the firm. SGST if applicable shall be charged.

#### **2.4.3 COVER-III - Nil**

**The price bid for the work in Bill of Quantity (BoQ) format should be submitted through the e-procurement portal only and such price bids shall be opened as per Clause 2.6.2 below.**

### **2.5 EVALUATIONS AND COMPARISON OF BIDS**

#### **2.5.1 General**

2.5.1.1 After the receipt of bids, if required, the EMPLOYER may inspect the facilities available with the bidder to ensure suitability and satisfactory working conditions of the dredgers and of the equipment listed to be used by the bidder for the work. The bidder shall ensure that aforesaid team shall at all the times have access to visit and inspect dredgers, equipment etc. EMPLOYER reserves the right to accept price part of the offer of only such bidders whose technical and commercial aspects of the proposals (COVER-I & II) are acceptable and complete. The Employer's decision in this regard shall be final and binding on the bidder. The EMPLOYER may not open price part of the offer (Financial bid) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.

2.5.1.2 EMPLOYER also reserves the right to obtain revised Commercial bid to the extent and in areas required from the technically acceptable bidders.

#### **2.5.2 Evaluation Criteria**



The Bids received and accepted will be evaluated by the EMPLOYER to ascertain the relative position of the best Bid in the interest of the EMPLOYER, for the completed Work covered up by Bid Documents.

Authenticity of the work/ experience certificate shall be ensured by the EMPLOYER before awarding of the contract to the bidder.

## **2.6 BID OPENING**

The Technical Bids shall be opened at **16:30 Hrs. on 12/04/2024** in the Office of the Superintending Engineer (PL), DEENDAYAL PORT AUTHORITY.

2.6.1 At the time of Bid opening the EMPLOYER will permit only authorized representative of each Bidder to be present provided such representative presents to the EMPLOYER at that time, a letter duly signed by the Bidder authorizing him to be present on behalf of the Bidder.

### **2.6.2 Price Bids Part of the Offer**

Price Bids of only those Bidders whose Technical and Commercial proposals are complete and acceptable shall be opened online through website <https://kpt.nprocure.com> in the presence of Bidders or their authorized representatives on a suitable day to be intimated separately later.

## **2.7 CLARIFICATION**

Since the tender involves selection based on pre-qualification criteria, the authorized officials of EMPLOYER will examine and seek clarification, if any, from the uploaded documents during technical and financial evaluation stage.

## **2.8 DUTIES AND TAXES**

The quoted rates of the bidders shall include of all taxes, duties, etc., excluding applicable GST. TDS as applicable shall be deducted at source by DPA in accordance with IT, GST etc. Further, the contractor has to raise GST tax invoice timely, notwithstanding reimbursement/ payment from DPA and to comply timely GST statutory requirements i.e remittance, filing, etc. DPA shall reimburse the GST portion on reflection of Input tax credit at GST portal. Any new taxes, levies, duties imposed after submission of bid shall be considered by the Employer on production of documentary evidence.

## **2.9 SIGNING OF THE CONTRACT**

The successful Bidder shall be required to execute a Formal contract in accordance with the requirement of the EMPLOYER within 14 days from the date

of issue of the acceptance of the Bid by the EMPLOYER, or within such extended time as may be permitted by the EMPLOYER in this behalf. This agreement shall be in the Performa indicated at Annexure-4 of the bid.

## **2.10 CORRUPT OR FRAUDULENT PRACTICES:**

The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

(a) Defines, for the purpose of these provisions, the terms set forth below as follows:

I. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) Will reject a proposal for award of work if the employer determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

## Section 3

# GENERAL CONDITIONS OF CONTRACT

## SECTION- 3

### GENERAL CONDITIONS OF CONTRACT

#### Appendix to Tender (GCC)

Item	Sub Clause	Data
Employer's Name and Address	-	DEENDAYAL PORT AUTHORITY PO. BOX NO. 50, AO. BUILDING, GANDHIDHAM (KACHCHH)
Governing Law	3.1.4 of GCC	Constitution of India
Ruling Language	3.1.4 of GCC	English
Language for Communication	3.1.3 of GCC	English
Right to Access to the Site	3.2.1 of GCC	On commencement of works subject to interfacing with other contractor
Amount of Performance Security	3.4.2 of GCC	10% of the Accepted Contract value in the form of FDR/Digital Transfer/ Bank Guarantee on any Nationalized / Scheduled Bank (except Co-operative Bank) from any branch in India, encashable in Gandhidham. Valid till 30 days after final bill settlement.
Working Hours	3.5.5 of GCC	Dredging operation shall be carried out round the clock.
Commencement of Work	3.7.1 of GCC	The Engineer shall give the Contractor not less than 7 days' notice of the Commencement date. Unless otherwise stated, the Commencement date shall be within 30 days after the Contractor receives the Letter of Acceptance.
Liquidated damages	3.7.2.1 of GCC	1% per week or part thereof subject to maximum of 10% of contract value
Time for Completion of the Work	3.7.2 of GCC	12 months from the date commencement of the dredging work i.e., joint pre dredge survey
Right to Vary	3.12.1 of GCC	Plus / Minus 30% of quantity
Escalation (Price adjustment)	3.12.3 of GCC	Only fuel escalation is payable as price adjustment.
Retention money	3.13.0 of GCC	Retention money shall be deducted from each running bill @ 5% subject to a maximum accumulation of 5% of contract price. Retention Money shall be refunded within 14 days from the date of payment of final bill

<b>Item</b>	<b>Sub Clause</b>	<b>Data</b>
Limitation of Liability	3.16.6 of GCC	Limited to total value of the Contract
Schedule of Rate	3.27.2 of GCC	General Payment terms
Idle time charges per hour	3.29.0 of GCC	Idle time charges are not payable for idling of any dredger or other equipment including the men and machinery for reasons whatsoever under this contract and no such claims shall be entertained even at a later date

### **3.1 GENERAL PROVISIONS**

In the Conditions of Contract (“these Conditions”), which include Definitions Specific Conditions and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

#### **3.1.1 Definitions**

In the Conditions of Contract (“these Conditions”), which include Specific Conditions and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

**3.1.1.1 “Contract”** means the contract agreement, special conditions of contract, general conditions of contract, technical requirements (including schedule of requirements and technical specifications, drawings), Notice Inviting Tender, replies issued to pre-bid queries, addenda issued if any, Contractor’s bid and original price and delivery schedules, the Employer / Board’s notification of award, correspondence the Employer / Board had exchanged with the bidder till and after award of the contract and further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

**3.1.1.2 “Contract Agreement”** means the contract agreement (if any) referred to in Sub-Clause 3.1.6 [Contract Agreement].

**3.1.1.3 “Contractor’s documents”** means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

**3.1.1.4 “Letter of Acceptance”** means the letter of formal acceptance, signed by the Employer, of the Tender submitted by the tenderer, including any annexed documents.

**3.1.1.5 “Letter of Tender”** means the document entitled letter of tender, which was completed by the contractor and includes the signed offer to the Employer for the Works.

**3.1.1.6 “Specification”** means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the works.

**3.1.1.7 “Drawings”** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.

**3.1.1.8“Schedules”** means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

**3.1.1.9“Tender”** means the Letter of Tender and all other documents, which the Contractor submitted with the Letter of Tender, as included in the Contract.

**3.1.1.10“Appendix to tender”** means the completed pages entitled appendix to tender, which are appended, to form part of the Letter of Tender.

**3.1.1.11“Bill of Quantities”** means the documents so named which include the priced bill of quantities forming part of the tender.

**3.1.1.12“Party”** means the Employer or the Contractor, as the context requires.

**3.1.1.13“Employer”** means the person named as employer in the Appendix to tender and the legal successors in title to this person.

**3.1.1.14“Contractor”** means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).

**3.1.1.15“Contractor’s Representative”** means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 3.4.3 [Contractor’s Representative], who acts on behalf of the Contractor.

**3.1.1.16“Employer’s Personnel”** means the Engineer, the assistants referred to in **Sub-Clause 3. 3.2 [Delegation by the Engineer]** and all other staff, labor and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer’s Personnel.

**3.1.1.17“Contractor’s Personnel”** means the Contractor’s Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the works.

**3.1.1.18“Sub-contractor”** means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.

**3.1.1.19 “Base Date”** means the date 28 days prior to the latest date for submission of the Tender.

**3.1.1.20 Commencement Date'** means date as agreed between the parties.

**3.1.1.21 'Time for Completion'** means the time for completing the Works.

**3.1.1.22 “Tests on Completion”** means the tests which are specified in the contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 3.8 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.

**3.1.1.23 “Taking-Over Certificate”** means a certificate issued under [Employer’s Taking Over]

**3.1.1.24 “Tests after Completion”** means the tests (if any), which are specified in the Contract, and which are carried out in accordance with the provisions of the Particular Conditions after the Works or a Section (as the case may be) are taken over by the employer.

**3.1.1.25 “Defects Notification Period”** means the period for notifying defects in the Works or a Section. (as the case may be) under, calculated from the date on Which the Works or Section is completed as certified under Sub-Clause 3.9.1 [Taking Over of the Works and Sections].

**3.1.1.26 “Performance Certificate”** means the certificate issued under Sub-Clause 3.10.9 [Performance Certificate].

**3.1.1.27 “Day”** means a calendar day and **“Year”** means 365 days.

**3.1.1.28 “Accepted contract Amount”** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

**3.1.1.29 “Contract Price”** means the price defined in Sub- Clause 3.13.1 [The Contract Price] and includes adjustments in accordance with the Contract.

**3.1.1.30 “Cost”** means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

**3.1.1.31 “Final Payment Certificate”** means the payment certificate issued under Sub-Clause 3.13.12 [Issue of Final Payment Certificate].



**3.1.1.31 “Final Statement”** means the statement defined in Sub-Clause 3.13.10 [Application for Final Payment Certificate].

**3.1.1.32 “Currency”** means Indian Rupees in which part (or all) of the Contract Price is payable.

**3.1.1.33 “Interim Payment Certificate”** means a payment certificate issued under Clause 3.13 [Contract Price and Payment], other than the Final Payment Certificate.

**3.1.1.34 “Payment Certificate”** means a payment certificate issued under Clause 3.13 [Contract Price and Payment].

**3.1.1.35 “Provisional Sum”** means a sum (if any), which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 3.12.5 [Provisional Sums].

**3.1.1.36 “Security Deposit”** means the accumulated retention moneys, which the employer retains under Sub-Clause 3.13.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 3.13.8 [Payment of Retention Money].

**3.1.1.37 “Statement”** means a statement submitted by the Contractor as part of an application, under Clause 3.13 [Contract Price and Payment] for a payment certificate.

**3.1.1.38 “Contractor’s Equipment”** shall include but not limited to Dredgers, Tugs, Survey launch/vessel, other floating craft fully equipped with necessary instruments, gadgets, appliances and things of whatsoever nature required for the execution, completion and maintenance of the works and for remedying any defects therein. However, Contractor’s Equipment excludes Temporary Works, Employer’s Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

**3.1.1.39 “Goods”** means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate except dredgers.

**3.1.1.40 “Materials”** means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

**3.1.1.41 “Permanent Works”** means the permanent works to be executed by the Contractor under the Contract.

**3.1.1.42 “Plant”** means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works.

**3.1.1.43 “Section”** means a part of the Works specified in the contract as a Section (if any).

**3.1.1.44 “Temporary Works”** means all temporary works of every kind (other than contractor’s Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

**3.1.1.45 “Works”** mean the Permanent Works and the Temporary Works, or either of them as appropriate. Which inter alia mean Dredging of the channel to the depth/width as indicated and maintaining the said depth/width and incidental work including but not limited to designing, engineering, financing, equipping, maintaining data, preparing charts/carrying out surveys and all other works which the Contractor is expected to carry out or which the Contractor is required to perform or do for achieving the required depth/width or to meet the specifications stipulated in the Contract.

**3.1.1.46 “Contractor’s documents”** means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

**3.1.1.47 “Country”** means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.

**3.1.1.48 “Employer’s equipment”** means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the contractor in the execution of the Works, as stated in the specification; but does not include Plant which has not been taken over by the Employer.

**3.1.1.49 “Force Majeure”** is defined in Clause 3.18 [Force Majeure].

**3.1.1.50 “Laws”** means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

**3.1.1.51 “Performance Security”** means the security (or securities, if any) under Sub-Clause 3.4.2 [Performance Security].

**3.1.1.52 “Site”** means the places where the Permanent Works are to be executed and to which Plant and materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

**3.1.1.53 “Unforeseeable”** means not reasonably foreseeable by an experienced contractor by the date for submission of the Tender.

**3.1.1.54 “Variation”** means any change to the Works, which is instructed or approved as a variation under Clause 3.12 [Variations and Adjustments].

**3.1.1.55 'Cost'** means all expenditure properly incurred (or to be incurred) by the Contractor on the Site or off the site for the purpose of the project, including overheads and similar charges, but does not include Profit.

**3.1.1.56 'Contractor's Equipment'** means all apparatus, machinery, vehicles, vessels, facilities and other things required for the execution of the Works but does not include Materials or Plant.

**3.1.1.57 “Country”** means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.

**3.1.1.58 “Employer’s equipment”** means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the contractor in the execution of the Works, as stated in the specification; but does not include Plant which has not been taken over by the Employer.

**3.1.1.59 Engineer** means person delegate by Employer for the purpose of the Contract.

### **3.1.2 Interpretation**

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also includes the singular;
- (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing, and
- (d) “written” or “in writing” means hand-written, type-written, printed or
- (e) electronically made, and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

### **3.1.3 Communications**

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:

- (a) In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Appendix to Tender; and
- (b) Delivered, sent or transmitted to the address for the recipient’s communications as stated in the Appendix to Tender. However:

- (i) If the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
- (ii) If the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

#### **3.1.4 Law and Language**

The Contract shall be governed by the law of the country (or other Jurisdiction) stated in the Appendix to Tender.

If there are versions of any part of the Contract, which are written in more than one language, the version, which is in the ruling language stated in the Appendix to Tender, shall prevail.

The language for communications shall be that stated in the Appendix to Tender. If no language is stated there, the language for communications shall be the language in which the Contract (or most of it) is written.

#### **3.1.5 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) The Contract Agreement (if completed),
- (b) The Letter of Acceptance / Firm work order
- (c) The Priced Bill of Quantities,
- (d) Bid Clarification,
- (e) The Technical Specification, Special conditions of contract and Information in Appendix to Tender.
- (f) The General conditions of contract.
- (g) The Drawings and Annexures.
- (h) All Post bid correspondence and any other document forming part of contract.

If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

### **3.1.6 Agreement**

The Parties shall enter into a Contract Agreement within 14 days, after the Contractor receives the Work Order, unless they agree otherwise. The Contract Agreement shall be in the format annexed to the bid. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the tenderer.

### **3.1.7 Assignment**

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under (otherwise than by a change in favour of the contractor's Banker of any money due to or to become due under this contract without the prior written consent of the Employer.

### **3.1.8 Care and Supply of Documents**

The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent. Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.

The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.

If a Party becomes aware of an error or defect of a technical nature in a document, which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

### **3.1.9 Delayed Drawings or Instructions**

The Contractor shall give notice to the Engineer whenever the works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when

it should be issued, and details of the nature and amount of the delay or disruption likely to be suffered if it is late.

If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 3.19.1 [Contractor's Claims] to:

- a. An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 3.7.4 [Extension of Time for Completion], and
- b. Payment of any such Cost-plus reasonable profit, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.3.4 [Determinations] to agree or determine these matters.

However, if and to the extent that the Engineer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

### **3.1.10 Employer's Use of Contractor's Documents**

As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free License to copy, use and Communicate the Contractor's Documents, including making and using modifications of them. This License shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) in the case of Contractor's Documents, which are in the form of computer programs and other software, permit their use on any computer on the Site

and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.

The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.

### **3.1.11 Contractor's use of Employer's Documents**

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

### **3.1.12 Confidential Details**

The Contractor shall disclose all such confidential and other information as the Engineer may reasonably require in order to verify the Contractor's compliance with the Contract.

### **3.1.13 Compliance with Laws**

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise:

- (a) the Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent works, and any other permissions described in the Specification as having been (or being) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and
- (b) the Contractor at his cost shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

### **3.1.14 Joint and Several Liability**

Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

- (a) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Performa at Annexure-I shall be enclosed with the bid.
- (b) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the Performa at Annexure-II, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
- (c) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
- (d) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
- (e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- (f) Bid Security as required shall be furnished by Lead Member of Joint venture.
- (g) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
- (h) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.
- (i) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.



- (j) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- (k) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- (l) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- (m) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- (n) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- (o) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid
- (p) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- (q) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- (r) One of the partners of JV/Consortium should have downloaded the bid documents

### **3.1.15 Details to be Confidential**

The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous agreement of the Employer.

## **3.2 THE EMPLOYER**

### **3.2.1 Right of Access to the Site**

The Employer shall give the Contractor right of access to and possession of, all parts of the Site within the time (or times) stated in the Appendix to Tender. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any

foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.

If no such time is stated in the Appendix to Tender, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as may be required to enable the Contractor to proceed in accordance with the Programme submitted under Sub-Clause 3.7.3 [Programme].

If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 3.19.1 [Contractor's Claims] to:

- (a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 3.7.4 [Extension of Time for Completion], and
- (b) Payment of any such Cost-plus reasonable profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub Clause 3.3.4 [Determinations] to agree or determine these matters.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time Cost or profit.

### **3.2.2 Permits, Licenses or Approvals**

The Employer shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor:

- (a) by obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- (b) for the Contractor's applications for any permits, Licenses or approvals required by the Laws of the Country:
  - (i) which the Contractor is required to obtain under Sub- Clause 3.1.13 [Compliance with Laws],
  - (ii) for the delivery of Goods, including clearance through customs, and
  - (iii) for the export of Contractors Equipment when it is removed from the Site.

### **3.2.3 Employer's or Personnel**

The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:

- (a) Co-operate with the Contractor's efforts under Sub-Clause 3.4.6 [Co-operation], and
- (b) Take actions similar to those, which the Contractor is required to take under sub paragraphs (a), (b) and (c) of Sub-Clause 3.4.8[Safety Procedures] and under Sub- Clause 3.4.18 [Protection of the Environment].

### **3.2.4 Employer's Claims**

If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 3.4.19 [Electricity].

The notice shall be given as soon as practicable after the Employer became aware of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.

The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Engineer shall then proceed in accordance with Sub-Clause 3.3.4 [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period.

This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

## **3.3. THE ENGINEER**

### **3.3.1 Engineer's Duties and Authority**

The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals

The Engineer shall have no authority to amend the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. The Engineer shall obtain prior approval of the Employer for giving any instructions to the Contractor or taking any action on aspects, which are beyond the scope of the contract. The Employer

undertakes not to impose further constraints on the Engineer's authority, except as agreed with the Contractor.

However, whenever the Engineer exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.

Except as otherwise stated in these Conditions:

(a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;

(b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and

(c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.

### **3.3.2 Delegation by the Engineer**

The Engineer may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or Independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with Sub- Clause 3.3.4 [Determinations].

Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority; and who are fluent in the language for communications defined in Sub-Clause 3.1.4 [Law and Language].

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer.

However:

(a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;

(b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

### **3.3.3 Instructions of the Engineer**

The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings, which may be necessary for the execution of the works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 3.12 [Variations and Adjustments] shall apply.

The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:

(a) gives an oral instruction,

(b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation, then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).

### **3.3.4 Determinations**

Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.3.4 to agree or determine any matter, the Engineer shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination unless and until revised under Clause 3.19 [Claims, Disputes and Arbitration].

### **3.3.5 Management Meetings**

The Engineer or the Contractor's Representative may require the other to attend a management meeting in order to review the arrangements for future work. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting.

## **3.4. THE CONTRACTOR**

### **3.4.1 Contractor's General Obligations**

The Contractor shall design (to the extent specified in the contract), execute and complete the Works in accordance with the Contract and shall remedy any defects in the Works.

The Contractor shall, whenever required by the engineer, submit details of the arrangement and methods, which the contractor propose is to adopt for the execution of the works. No significant alteration to this arrangements and methods shall be made without this having previously been notified to the engineer.

### **3.4.2 Performance Security**

The Contractor shall obtain (at his cost) and submit a Performance Security of 10% of the accepted contract value for proper performance, in the amount, currencies and mode stated in the Appendix to Tender.

The Contractor shall deliver the Performance Security to the Employer within 21 days after receiving the Letter of Acceptance and shall send a copy to the Engineer.

The Performance Security shall be issued by an entity and from within a country (or other, jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 21 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract in the event of:

(a) Failure by the Contractor to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Employer may claim the full amount of the Performance Security,

(b) Failure by the Contractor to pay the Employer an amount due, under Clause 3.19 [Claims, Disputes and Arbitration], within 42 days after this agreement or determination,

(c) Failure by the Contractor to remedy a default within 42 days after receiving the Employer's notice requiring the default to be remedied, or

(d) Circumstances, which entitle the Employer to termination under Sub- Clause 3.14.2 [Termination by Employer], irrespective of whether notice of termination has been given.

The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.

The Employer shall return the Performance Security corresponding to the value of work of dredging, to the Contractor within one month after making final payment.

### **3.4.3 Contractor's Representative**

The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.

Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint a Contractor's Representative. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

The Contractor shall not, without the prior consent of the Employer, revoke the appointment of the Contractor's Representative or appoint a replacement.

The whole time of the Contractor's Representative shall be given to directing the performance of the Contract. If the Contractor's Representative is to be temporary absent from the Site during the execution of the Works, a suitable replacement person shall be appointed.

The Contractor's Representative and all these persons shall be fluent in the language for communications defined in Sub- Clause 3.1.4 [Law and Language]. The Contractor's Representative and all their persons shall also be fluent in English and Hindi, if Contractor's Representative, or these persons, is not fluent in the above languages, the Contractor shall make a competent interpreter available during all working hours.

#### **3.4.4 Nil**

#### **3.4.5 Assignment of Benefit of Subcontract - Deleted**

#### **3.4.6 Co-operation**

The Contractor shall, as specified in the Contract allow appropriate opportunities for carrying out work to:

- (a) the Employer's Personnel,
- (b) any other contractors employed by the Employer, and
- (c) the personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.

Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements, which are the responsibility of the Contractor.

#### **3.4.7 Setting Out**

The Contractor shall set out the Works in relation to original Setting Out points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used

If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this



delay and/or Cost, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 3.19.1 [Contractor's Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 3.7.4 [Extension of Time for Completion], and

(b) Payment of any such Cost-plus reasonable profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.3.4 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

### **3.4.8 Safety Procedures**

The Contractor shall:

(a) comply with all applicable safety regulations,

(b) take care for the safety of all persons entitled to be on the Site,

(c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,

(d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 3.9 [Employer's taking Over], and

(e) Provide any Temporary Works (including roadways, footways, guards and fences), which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

(f) shall have HSE plan in place and shall submit HSE plan to the Engineer prior to commencement of work for approval and implementation. HSE monthly return shall be submitted.

(g) Shall carry out Risk Assessment as per standard practice.

### **3.4.9 Quality Assurance**

The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced.

When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

#### **3.4.10 Site Data**

The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on subsurface and hydrological conditions at the Site, including environmental aspects.

The Employer shall similarly make available to the Contractor all such data, which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- (a) the form and nature of the Site, including sub-surface conditions, the hydrological and climatic conditions
- (b) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects
- (c) the Laws, procedures and labour practices of the Country' and
- (d) The Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

#### **3.4.11 Sufficiency of the Accepted Contract Amount**

The Contractor shall be deemed to:

(a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount

(b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 3.4.10 [Site Data].

Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums; If any) and all things necessary for the proper execution and completion of the works and the remedying of any defects.

### **3.4.12 Unforeseeable Physical Conditions**

In this Sub-Clauses, "physical conditions" means natural physical conditions which the Contractor encounters at the Site when executing the works, including sub-surface and hydrological conditions but excluding climatic conditions.

If the Contractor encounters adverse physical conditions, which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer within 24 Hrs.

This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions, which the Engineer may give. If an instruction constitutes a Variation, Clause 3.12 [Variations and Adjustments] shall apply.

If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to Sub-Clause 3.19.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under **Sub-Clause 3.7.4** [*Extension of Time for Completion*], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving such notice and inspecting and/or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.3.4 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in subparagraphs (a) and (b) above related to this extent.

However, before additional Cost is finally agreed or determined under subparagraph (b), the Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favorable conditions were encountered, the Engineer may proceed in accordance with Sub-Clause 3.3.4 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

The Engineer may take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which may be made available by the Contractor, but shall not be bound, by any such evidence.

#### **3.4.13 Rights of Way and Facilities**

The Contractor shall bear all costs and charges for special and/or temporary rights of-way which he may require, including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facilities outside the Site, which he may require for the purposes of the Works.

#### **3.4.14 Avoidance of Interference**

The Contractor shall not interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

#### **3.4.15 Access Route**

The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel.

These efforts shall include the proper use of appropriate vehicles and routes. Except as otherwise stated in these Conditions:

(a) the Contractor shall be responsible for any maintenance which may be required for his use of access routes;

(b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of route signs and directions;

(c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route;

(d) the Employer does not guarantee the suitability or availability of particular access routes, and

(e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

#### **3.4.16 Transport of Goods**

Unless otherwise stated in the Particular Conditions:

(a) The contractor shall give the Employer not less than 07 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;

(b) The Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and

(c) The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of goods and shall negotiate and shall negotiate and pay all claims arising from their transport.

#### **3.4.17 Contractor's equipment**

The Contractor shall be responsible for all Contractor's equipment. When bought on to the Site, Contractor's equipment shall be deemed to be exclusively intended for the execution of the Works and shall be retained at the site till the completion of the work. The Contractor shall not remove from the Site any major items of Contractor's equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

### **3.4.18 Protection of the Environment**

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values indicated in the Specification and shall not exceed the values prescribed by applicable Laws.

Dredging works shall be undertaken such a way as to ensure that these operations do not deteriorate the surface water quality. Adequate anti-pollution measures should be taken so that environmental quality is maintained.

Samples of harbour water and sediment to be collected at various points including off shore disposal area at least once in a 15 days and as the case may be and will have to be tested by a laboratory approved by Central/State Pollution Control Boards and test results will have to be submitted to EMPLOYER/ENGINEER for records. The tested sample result should be compared with primary water quality standards framed by Central water pollution Control Board (SW IV waters) and also back ground concentration values for other parameters.

Base Samples shall be collected one week prior to commencement of works

The parameters to be monitored are:

#### **a) For water quality-**

Physical properties- pH, EC, colour, odour, salinity, temperature, turbidity and total suspended solids.

Chemical properties- DO, BOD, COD, Oil & Grease, nutrients, sulphates, and chlorides.

Heavy metals: Fe, Zn, Mg, Cd, Cr, Hg

Marine biology: Phytoplankton & Zooplankton

#### **b) For sediment quality-**

Physical properties- pH, organic matter, nutrients, oil & grease

Heavy metals: Fe, Mn, Cd, Ni, Cr, Hg, Zn and Pb

Benthic Communities: Macro & Micro Benthic Flora and Fauna.

The Contractor shall observe the conservancy rules relating to the Harbour and shall always take such necessary additional steps to keep the harbour waters free of noxious or unhygienic matters coming from his works as are required by the Employer.

Under no circumstances shall inflammable material and untreated Sewage be allowed to spill to the Harbour area.

All the marine crafts engaged for the works shall comply with MARPOL regulations.

Any services rendered by Employer during the execution of contract will be chargeable as per DPA scale of rates.

### **3.4.19 Site Facilities**

#### **Facilities Supplied by the Contractor**

The Contractor shall supply all services, amenities, temporary structures including, transport, security fencing and storage compounds, machinery, buildings and construction equipment necessary for the proper execution of the Works at Site at his cost except for the items specified below, which will be provided by the Employer.

#### **Facilities Supplied by the Employer**

The Employer will make available to the Contractor the following services which will be charged at the schedule of rates, DEENDAYAL PORT AUTHORITY and notifications thereof from time to time and such services are detailed below;

##### **(a) Berth for Bunkering Maintenance**

For the purpose of bunkering, repairs, maintenance, etc. the contractor will be provided necessary anchorage, mooring at Ghogha Ro-Ro Terminal or berth will be provided subject to availability. However, when the contractor requires an independent berth for the purpose, berth hire charges as applicable in the Scale of Rates will be charged to the contractor. The contractor shall pay the Port dues and vessel related charges including pilotage for initial entry to Deendayal Port and departure after completion and all other dues will be exempted during the period of the contract.

##### **(b) Electric Power**

The Contractor shall make its own arrangements for all electrical supply for lighting, marking, etc. and for power supply for all its floating plant and craft and shall bear all costs for the same.

##### **(c) Accommodation**

Contractor will not be permitted to establish its labour camp and residential accommodation for its staff on Employer's land unless given specifically for the purpose.

(d) Harbour facilities as per availability will be provided to the contractor as per the rates given in the Deendayal Port Scale of Rates and notification thereof from time to time.

### **3.4.20 Progress Reports**

Unless otherwise stated, monthly progress reports shall, be prepared by the Contractor and submitted to the Engineer in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

Reporting shall continue until the Contractor has completed all work, which is known to be outstanding at the completion date, stated in the Taking-Over Certificate for the Works.

Each report shall include:

(a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each Subcontractor,

(b) the detail's described in Sub-Clause 3.5.10 [Records of Contractor's Personnel and Equipment];

(c) copies of quality assurance documents, test results and certificates of Materials;

(d) list of notices given under Sub-Clause 3.2.4 [Employer's Claims] and notices given under Sub-Clause 3.19.1 [Contractor's Claims];

(e) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

(f) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delay.

### **3.4.21 Security of the Site**

Unless otherwise stated:

the Contractor shall be responsible for keeping unauthorized persons off the Site/ Dredgers and the other floating crafts, and authorized persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by the Employer or the Engineer, as authorized personnel of the Employer's other contractors on the Site/Dredgers an' other floating crafts.



### **3.4.22 Contractor's Operations on Site**

The Contractor shall confine his operations to the Site, and to any additional areas, which may be obtained by the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the site and these additional areas, and to keep them off adjacent areas.

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works, which are no longer, required.

Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

### **3.4.23 Fossils**

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel from removing or damaging any of these findings.

The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 3.19.1 [Contractor's Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 3.7.4 [Extension of Time for Completion], and

(b) Payment of any such Cost, which shall be included in the Contract Price. After receiving this further notice, the Engineer shall proceed in accordance with Sub Clause 3.3.4 [Determinations] to agree or determine these matters.

## **3.5 STAFF AND LABOUR**

### **3.5.1 Engagement of Staff and Labour**

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.

### **3.5.2 Rates of Wages and Conditions Labour**

The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the of trade or industry where the work is carried out. If no Established rates or conditions are applicable, the Contractor shall pay rates of wages and Observe conditions, which are not lower than the general level of wages, and conditions Observed locally by employers whose trade or industry is similar to that of the Contractor.

### **3.5.3 Persons in the Service of Employer**

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.

### **3.5.4 Labour Laws**

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

### **3.5.5 Working Hours**

Dredging operation shall be carried out round the clock.

### **3.5.6 Facilities for Staff and Labour**

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

### **3.5.7 Health and Safety**

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall appoint a Health, Safety and Environment officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make Reports concerning health, safety and welfare of persons, and damage to property, as, the Engineer may reasonably require.

### **3.5.8 Contractor's Superintendence**

(i) Throughout the execution of the Works, and as long thereafter, as is necessary to fulfill the Contractor's obligations, the Contractor shall provide all Necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub- Clause 3.1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

A reasonable proportion of the Contractor's Superintending staff shall have a working knowledge of English or the Contractor shall have a sufficient number of competent interpreters available during all working hours.

(ii) Foreign Staff and Labour:

The Contractor may import any personnel who are necessary for the execution of the works. The Contractor must ensure that these personnel are provided with the required residence visas and work permits. The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of

imported Contractor's personnel. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

(iii) Measures against Insect and Pest Nuisances:

The Contractor shall at all-time take necessary precautions to protect all staff and all labour employed on the site from insect and pest nuisance, and to reduce their danger to Contractor's personnel. The Contractor shall provide suitable prophylactics for the Contractor's personnel and shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

(iv) Alcoholic Liquor or Drugs:

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or allow importation, sale, gift, barter, or disposal by Contractor's Personnel.

(v) Arms and Ammunition:

The Contractor shall not give, barter or otherwise dispose of to any person any arms or ammunition of any kind, or allows Contractor's Personnel to do so.

(vi) Festivals and Religious Customs:

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

### **3.5.9 Contractor's Personnel**

The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- (a) persists in any misconduct or lack of care,
- (b) carries its duties incompetently or negligently,
- (c) fails to conform with any provisions of the Contract, or
- (d) persists in any conduct, which is prejudicial to safety, health, or the protection of the environment.

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

### **3.5.10 Records of Contractor's Personnel and Equipment**

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work, which is known to be outstanding at the completion date, stated in the Taking-Over Certificate for the Works.

### **3.5.11 Disorderly Conduct**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

## **3.6 PLANT, MATERIALS AND WORKMANSHIP**

### **3.6.1 Manner of Execution**

The Contractor shall carry out all other execution of the Works:

- (a) in the manner (if any) specified in the Contract,
- (b) in a proper workman like and careful manner, in accordance with recognized good practice, and
- (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

### **3.6.2 To 3.6.6 deleted**

### **3.6.7 Ownership of Plant and Materials**

Each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:

- (a) when it is delivered to the Site;
- (b) The Contractor is not entitled to payment of the value of the Plant and Materials.

### **3.6.8 Royalties**

No royalty shall be paid/ charged to the contractor for disposal of dredged material at the dumping ground.

### **3.7 COMMENCEMENT, DELAYS AND SUSPENSION**

#### **3.7.1 Commencement of Work**

The Engineer shall give the Contractor not less than 7 days' notice of the Commencement date. Unless otherwise stated, the Commencement date shall be within 30 days after the Contractor receives the Letter of Acceptance.

#### **3.7.2 Time of Completion, Compensation for Delay to Contractor's Negligence**

The Contractor shall complete the whole of the work within the Time for Completion for the Works or Section (as the case may be):

- (a) completing all work, which is stated in the Contract as being required for the works or Section to be considered to be completed for the purposes of taking over.
- (b) Time period for completion of work
  - i. Dredging in approach channel shall be completed from 2 months from the date commencement of the dredging work.
  - ii. Maintenance dredging work in approach channel, turning circle and landing platform shall commence from the date of completion of the dredging in approach channel and taking over and continued for a period of 10 months thereafter.  
Note: In the event of the dredging in approach is delayed or taken over in advance from the period mentioned in item no. i above, the period mentioned in item no. ii above, shall be varied accordingly.

##### **3.7.2.1 Liquidated damages**

In case of delay in completion of the contract, liquid damages (L.D) may be levied at the rate of 1% of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

The owner, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to one per cent (1%) of the contract price of the works for each week or part of the week.

- i. The owner, if not satisfied that the works can be completed by the contractor and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall

be entitled, without prejudice to any other right or remedy available in that behalf, to rescind the contract.

- ii. The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- iii. In the event of such termination of the contract as described in Clauses-14.0 or both the owner shall be entitled to cover L.D up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- iv. The ceiling of L.D is 10% of the contract price with applicable duties and taxes.

**3.7.3** The Contractor shall submit a detailed time Programme to the Employer immediately after receiving the notice for proceeding the work. The Contractor shall also submit a revised Programme whenever the previous Programme is inconsistent with actual progress or with the Contractor's obligations Each Programme shall include:

- (a) the order in which the (Contractor intends to carry out the Works, including the anticipated timing of each stage of location of work and Contractor's Documents etc.,
- (b) the sequence and timing of completion of dredging areas.
- (c) a supporting report which includes:
  - (i) a general description of the methods which the Contractor intends to adopt; and of the major stages, in the execution of the Works, and
  - (ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment required on the Site for each major stage.

Unless the Employer, within 21 days after receiving a Programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the Programme, subject to his obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the Programme when planning their activities.

The Contractor shall promptly give notice to the Employer of specific probable future events or circumstances, which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Employer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances.

If, at any time, the Employer gives notice to the Contractor that a Programme fails (to the extent stated) to comply with the Contract or to be consistent with actual

progress and the Contractor's stated intentions, the Contractor shall submit a revised Programme to the Employer.

#### **3.7.4 Extension of Time for Completion**

The Contractor shall be entitled subject to an extension of the Time for Completion if and to the extent that completion for the purposes or will be delayed by any of the following causes:

- (a) a Variation Procedure or other substantial change in the quantity of an item of work included in the Contract,
- (b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
- (c) exceptionally adverse climatic conditions,
- (d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
- (e) Any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Employer. When determining each extension of time under the Employer shall review previous determinations and may increase, but shall not decrease, the total extension of time. Further, extension of contract period shall be decided by the Employer as per tender condition.

#### **3.7.5 Delays caused by Authorities**

If the following conditions apply, namely:

- (a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,
- (b) These authorities delay or disrupt the Contractor's work, and
- (c) The delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under subparagraph.

#### **3.7.6 Rate of Progress**

If, at any time, actual progress is too slow to complete within the Time for Completion, other than as a result of a cause listed in Sub-Clause 3.21.4 [Extension of Time for Completion], then the Engineer may instruct the Contractor to submit, under Sub-Clause 3.21.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

Unless the Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the



Contractor shall pay these costs to the Employer based on the determination of the Engineer.

### **3.7.7 Contractor's responsibility**

Notwithstanding the payment of liquidated damages if any, this shall not relieve the contractor from his obligation to complete the work or from any other obligations /liabilities under this contract.

### **3.7.8 Suspension of Work**

The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub Clauses **3.21.9,3.21.10 and 3.21.11** shall not apply.

### **3.7.9 Consequences of Suspension**

If the Contractor suffers delay and/or incurs Cost from complying with the engineer's instructions under Sub-Clause **3.21.8** [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Employer an' shall be entitled subject to Sub-Clause **3.33.1** [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause **3.21.4** [Extension of Time for Completion], and
- (b) Payment of any such Cost, which shall be included in the Contract Price. After receiving this notice, the Employer shall proceed in accordance with Sub Clause **3.17.4** [Determinations] to agree or determine these matters.

### **3.8 Tests on Completion – Deleted.**

### **3.9 Employer's taking Over**

#### **3.9.1 Taking over of the Works and Sections**

The Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 7.2 [Time for Completion] and except as allowed in sub-paragraph (a), below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

The Contractor may apply by notice to the Engineer for a Taking-Over Certificate not earlier- than 14 days before the Works will, in the Contractors opinion, be complete and ready for taking over. If the Works is divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.

The Engineer shall, within 28 days after receiving the Contractor's application:

- (a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied);
- (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking Over Certificate shall be deemed to have been issued on the last day of that period.

### **3.9.2 Taking Over of a Parts of the Works**

The Engineer may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works.

The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:

- (a) the part which is used shall be deemed to have been taken over as from the date on which it is used,
- (b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and
- (c) if requested by the Contractor, the Engineer shall issue a Taking-Over Certificate for this part.

After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry' date of the relevant Defects Notification Period.

If the Contractor incurs Cost as a result of the Employer taking over and/or using a

part of the 'Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (i) give notice to the Engineer and (ii) be entitled subject to Sub-Clause 19.1 [Contractor's Claims] to payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.4 [Determinations] to agree or determine this Cost and profit.

In case part/portions of work can be commissioned and port operates the portion for commercial purposes, the rates of Liquidated Damage will be restricted to uncompleted / undelivered value of work beyond the stipulated date of completion. The defects notification period for the portions taken over in sections shall be as indicated in the appendix to tender.

### **3.9.3 Interference with Tests on Completion - Deleted –**

### **3.9.4 Surfaces Requiring Reinstatement - Deleted**

## **3.10 Defects Liability**

### **3.10.1 Completion of Outstanding Work and Remedying Defects**

In order that the works in Contract documents and each Section shall be in the condition required by the Contract (fair wear and tear accepted) by the expiry date of the relevant Defects Notification Period given in the appendix to tender or as soon as practicable thereafter, the Contractor shall:

- (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and
- (b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of the Employer on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).

There is no defect liability for dredging work. However, the component of work relating to the shore protection shall meet the relevant provisions of the clause. If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.

### **3.10.2 to 3.10.6 -- Deleted**

### **3.10.7 Right of Access**

Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply

with this Clause, except as may be inconsistent with the Employers reasonable security restrictions.

### **3.10.8- Deleted-**

### **3.10.9- Performance Certificate**

Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

Only the Performance Certificate shall be deemed to constitute acceptance of the Works. A Performance Certificate will be issued to the contractor after successful completion of the work.

### **3.10.10 Unfulfilled Obligations**

After the Performance Certificate has been issued, each Party shall remain liable for the fulfillment of any obligation, which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

### **3.10.11 Clearance of Site**

Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

If all these items have not been removed within 28 days after the Contractor receives a copy of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.

## **3.11 MEASUREMENT AND EVALUATION (ALSO REFER TO TECHNICAL SPECIFICATIONS)**

### **3.11.1 Works to be measured**

The Works shall be measured, and valued for payment, in accordance with this Clause. Whenever the Employer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

- (a) promptly either attend or send another qualified representative to assist the Employer in making the measurement, and
- (b) supply any particulars requested by the Employer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Employer shall be accepted as accurate.

The Contractor shall, as and when requested, attend to examine and agree the records with the Employer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Employer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Employer shall review the records and either confirm or vary them. If the Contractor does not so give notice to the Employer within 14 days after being requested to examine the records, they shall be accepted as accurate.

### **3.11.2 Method of Measurement**

Except as otherwise stated in the Contract and notwithstanding local practice:

- (a) measurement shall be made on joint Quadruplicate Bathymetry survey to arrive the in-situ quantity basis dredged quantity.
- (b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

### **3.11.3 Evaluation**

Except as otherwise stated in the Contract, ENGINEER / EMPLOYER shall proceed to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the appropriate rate or price for the item.

For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work. However, a new rate or price shall be appropriate for an item of work if:

- (a) No specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.
- (b) Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described. If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable cost of executing the work, together with reasonable profit, taking account of any other relevant matters.
- (c) Until such time as an appropriate rate or price is agreed or determined,

ENGINEER / EMPLOYER shall determine a provisional rate or price for the purposes of Interim Payment Certificates

#### **3.11.4 Omissions**

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- (a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Contract price;
- (b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- (c) This cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to ENGINEER / EMPLOYER accordingly, with supporting particulars. Upon receiving this notice, ENGINEER / EMPLOYER shall to agree or determine this cost, which shall be included in the Contract Price.

### **3.12 VARIATIONS AND ADJUSTMENTS**

#### **3.12.1 Right to Vary**

The Employer shall make any variation in the quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the contractor to do and the contractor shall do any of the following.

- (a) Increase or decrease the quantity up to **+/- 30%**.
- (b) Omit any such work (partially or fully).
- (c) Change the character or quality or kind of any such work.
- (d) Change the levels, lines, position and dimension of any part of the work.
- (e) Execute additional work of any kind necessary for the completion of the work
- (f) Change any specified sequence or timing of dredging of any part of the works.
- (g) The quantity in BOQ is for estimation only. However, actual quantity for dredging will be decided as pre-joint quadruplicate joint Quadruplicate Bathymetry survey.

No such variation shall in any way vitiate or invalidate the contract, but the effect, if any, of all such variations shall be valued in accordance with **clause-3.12.2** paid to the Contractor, provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the contractor

The contractor shall not make any variation without an instruction of the Employer. Provided that no instruction shall be required for increase or decrease in the

quantity of any work where such increase or decrease is not the result of an instruction given under this clause but is the result of the quantities exceeding or being less than those stated in the **Bill of Quantities**.

### **3.12.2 Valuation procedure**

All variations referred to in 3.12.1 shall be valued in the following manner: -

- (a) at the rates and prices set out in the contract if, in the opinion of the Employer, the same shall be applicable.
- (b) If the contract does not contain any rates or prices applicable to the varied work, the rates and prices in the contract shall be used as the basis for valuation so far as may be reasonable failing which after due consultation by the Employer with the contractor, suitable rates or prices shall be agreed upon between the Employer and the contractor.
- (c) In the event of disagreement, the Employer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the contractor accordingly.

Until such time as rates or prices are agreed or fixed, the Employer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with contract price and payment.

### **3.12.3 Price adjustment**

The fuel escalation charges shall be paid to the contractor based on the following formula.

If the price of **main fuel** by the dredger required for execution of the work increases, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the Contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available

only for the work done during stipulated period of the contract including such period for which the contract validly is extended. Such compensation for escalation in prices.

The contract price will be subjected to adjustment on account of variation of price of diesel according to the formula below: -

$$V = \frac{0.85 \times Q \times R (P - P_0)}{P_0}$$

V = Variation in price on account of **main fuel during** the month under consideration.

Po = Actual price of **main fuel** fixed by the IOCL in the concerned area / Port, on the date of opening of **Technical bids**.

P = Average price of **main fuel** fixed by the IOCL in the concerned area / Port, for the month under consideration.

Q = Fuel element factor has been predetermined as 0.17

R = Value of the work during the month under consideration as per relevant item of Bill of Quantities excluding mobilization and de-mobilizations fees.

Similarly, if the price of **main fuel** by the dredger required for execution of the work decreases; de-escalation shall be applied for such decrease as per provisions detailed above and the amount of the Contract shall accordingly be adjusted through deduction. Thus, the benefit of reduction in fuel price, if any, shall be passed to the Employer.

The fuel escalation / de-escalation bills will be paid/ recovered on monthly basis as per claim preferred by the contractor. The claim for the month will be submitted latest by 20<sup>th</sup> day of subsequent month failing which applicable interest will be charged in the case of de-escalation.

**Base Rate of Fuel and Adjustment for subsequent Price Variation:**

(i) Whenever there is variation in the price of **main fuel**, the Contractor shall forthwith in writing and in any event not later than 7 days from the date of such variation inform the Engineer about such variation to enable the Engineer to verify the same.

(ii) The variation in prices of main fuel to be considered for payment as aforesaid shall be the price charged by M/s. IOCL/HPCL/BPCL/RIL from time to time at their local delivery point at Ghogha/Bhavnagar.

(iii) Compensation for price variation in main fuel shall be worked out and paid/adjusted as the case maybe, subject to the condition that Contractor shall be entitled to such variation in prices only during the Contract Period or any extension thereof not exceeding 3 (three) months as provided in the Contract.

(iv) No escalation other than the price adjustment provided under cl. I to iii above shall be payable by the Employer for reasons whatsoever, and the quoted rate is deemed to cover these aspects also. Beyond the contract period and during extended completion period, the price adjustment payment shall be made at the frozen price index prevailing on the original schedule date of completion of work.



### **3.12.4 Payment in Applicable Currencies**

All the payments under this contract shall be made in the currency indicated in the Appendix to tender.

### **3.12.5 Provisional Sums**

Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer's instructions, and the Contract Price shall be adjusted accordingly.

The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed. For each Provisional Sum, the Engineer may instruct:

(a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under **Clause 3.12** [*Variation Procedure*]; and/or

(b) Plant, Materials or services to be purchased by the Contractor, and for which there shall be included in the Contract Price:

- (i) the actual amounts paid (or due to be paid) by the Contractor, and
- (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Appendix to Tender shall be applied.

The Contractor shall; when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

### **3.12.6 Adjustments for Changes in Legislation**

The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Engineer and shall be entitled subject to **Sub-Clause 3.19.1** [*Contractor's Claims*] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under **Sub-Clause 3.7.4** [Extension of Time for Completion], and

(b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with **Sub Clause 3.3.4** [*Determinations*] to agree or determine these matters.

### **3.13 CONTRACT PRICE AND PAYMENT**

#### **3.13.1 The Contract Price**

(a) the Contract Price shall be agreed and be subject to adjustments in accordance with the Contract;

(b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in **Sub Clause 3.12.6** [*Adjustments for Changes in Legislation*]. GST will be reimbursed as stated in clause 3.28(i).

(c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:

- (i) of the Works which the Contractor is required to execute, or
- (ii) for the purposes of **Clause 3.11** [*Measurement and Evaluation*];

#### **3.13.2 Advance Payment**

The Employer shall not make any advance payment for mobilizations of equipment or for any reason whatsoever.

#### **3.13.3 Application for Interim Payment Certificates**

The Contractor shall submit a Statement in four copies to the Engineer after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with **Sub-Clause 3.4.20** [*Progress Reports*].

The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

(a) the contract value of the Works executed, and the Contractor's Documents produced up to the end of the month (including variations but excluding items described in sub-paragraphs (b) to (f) below);

(b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with **Sub-Clause 3.12.6** [*Adjustments for Changes in Legislation*] and **Clause 3.12.3** [*Price adjustment*]

(c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Appendix to Tender to the total of the above amounts;

(d) any amounts to be deducted towards repayments of advances in accordance with **Sub-Clause 3.13.2** [*Advance Payment*];

(e) any other additions or deductions which may have become due under the Contract or otherwise, including those under **Clause 3.19** [*Claims, Disputes and Arbitration*]; and

(f) the deduction of amounts certified in all previous Payment Certificates.

#### **3.13.4 Schedule of Payments**

(a) the installments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of **Sub-Clause 3.13.3** [*Application for Interim Payment Certificates*];

(b) if these installments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less than that on which this schedule of payments was based, then the Engineer may proceed in accordance with **Sub-Clause 3.3.4** [*Determinations*] to agree or determine revised installments, which shall take account of the extent to which progress is less than that on which the installments were previously based.

#### **3.13.5 Issue of Interim Payment Certificates**

No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Engineer shall, within 15 days after receiving a Statement and supporting documents, issue to the Employer an Interim Payment Certificate, which shall state the amount, which the Engineer fairly determines to be due, with supporting particulars.

However, prior to issuing the Taking-Over Certificate for the Works, the Engineer shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of interim Payment Certificates (if any) stated in the Appendix

to Tender. In this event, the Engineer shall give notice to the Contractor accordingly.

An Interim Payment Certificate shall not be withheld for any other reason, although:

(a)if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or

(b)if the Contractor was or is falling to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

The Engineer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, approval, consent or satisfaction.

### **3.13.6 Payment**

The Employer shall pay to the Contractor:

The amount certified in each Interim Payment Certificate within 28 days after the Engineer receives the Statement and supporting documents. However, 75% of the invoice amount shall be paid within 14 days on submission certification / invoice and balance within 28 days on full verification.

(a)The amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate.

Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country for this currency) specified in the Contract.

### **3.13.7 Delayed payments – Deleted**

### **3.13.8 Retention Money**

Retention money shall be deducted from each running bill @ 5% subject to a maximum accumulation of 5% of contract price.

Retention Money shall be refunded within 14 days from the date of payment of final bill.

If a Taking-Over Certificate is issued for a Section or part of the Works, a

proportion of the Retention Money corresponding to value of the work taken over shall be certified and paid.

When calculating these proportions, no account shall be taken of any adjustments under **Sub-Clause 3.12.6** [*Adjustments for Changes in Legislation*]

### **3.13.9 Statement at Completion**

Within 28 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer four copies of a Statement at completion with supporting documents, in accordance with **Sub-Clause 3.13.3** [*Application for Interim Payment Certificates*], showing:

- (a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
- (b) any further sums which the Contractor considers to be due, and
- (c) an estimate of any other amounts, which the Contractor considers, will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

The Engineer shall then certify in accordance with **Sub-Clause 3.13.5** [*Issue of Interim Payment Certificates*].

### **3.13.10 Application for Final Payment Certificate**

Within 56 days after receiving the Performance Certificate, the Contractor shall Submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

However, if following discussions between the Engineer and the Contractor

and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under **Sub-Clause 3.19.2** [*Amicable Settlement*], the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement.

#### **3.13.11 Discharge**

When submitting the Final Statement, the Contractor shall submit a written discharge, which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

#### **3.13.12 Issue of Final Payment Certificate**

Within 28 days after receiving the Final Statement and written discharge in accordance with **Sub-Clause 3.13.10** [*Application for Final Payment Certificate*] and **Sub-Clause 3.13.11** [*Discharge*], the Engineer shall issue, to the Employer, the Final Payment Certificate which shall state:

- (a) the amount which is finally due, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

If the Contractor has not applied for a Final Payment Certificate in accordance with **Sub-Clause 3.13.10** [*Application for Final Payment Certificate*] and **Sub-Clause 3.13.11** [*Discharge*], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

#### **3.13.13 Cessation of employer's Liability**

The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

- (a) in the Final Statement and also
- (b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in **Sub-Clause 3.13.9** [*Statement at Completion*].

However, this Sub-Clause shall not limit the Employer's liability under his

indemnification obligations, or the Employer's liability in any case of fraud, default or misconduct by the Employer.

### **3.13.14 Currencies of Payment**

The Contract Price shall be paid in the currency or currencies named in the Appendix to Tender.

(i) payments and deductions under **Sub-Clause 3.12.5** [*Provisional Sums*] and **Sub-Clause 3.12.6** [*Adjustments for Changes in Legislation*] shall be made in the above currencies and

(ii) other payments and deductions under sub-paragraphs (a) to (d) of **Sub-Clause 3.13.3** [*Application for Interim Payment Certificates*] shall be made in the above currencies;

(a) payment of the damages specified in the Appendix to Tender shall be made in the above currencies;

(b) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;

(c) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer. To the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor and

(d) for the provisions in (b) above, if no rates of exchange are stated in the Appendix to Tender, they shall be those prevailing on the Base Date and determined by the central bank of the Country.

## **3.14. TERMINATION BY EMPLOYER**

### **3.14.1 Notice to Correct**

If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

### **3.14.2 Termination by Employer**

The Employer shall be entitled to terminate the Contract if the Contractor:

- (a) fails to comply with **Sub-Clause 3.4.2** [Performance Security] or with a notice under **Sub-Clause 3.14.1** [*Notice to Correct*],
- (b) abandons the Works or otherwise plainly demonstrate the intention not to continue performance of his obligations under the Contract,
- (c) without reasonable excuse fails:
  - (i) to proceed with the Works in accordance with **Clause 3.7** [*Commencement, Delays and Suspension*], or
  - (ii) subcontracts the whole of the Works or assigns the Contract without the required agreement,

- (d) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- (e) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
- (f) for doing or forbearing to do any action in relation to the Contract, or
- (g) for showing or forbearing to show favour or dis-favour to any person in relation to the Contract,
- (h) or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However lawful inducements and rewards to Contractor's Personnel shall not entitle termination.

In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Contractor terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f), the Employer may by notice terminate the Contract immediately.

The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.

The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

After termination, the Employer may complete the Works and/or arrange for an' other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made on behalf of the Contractor.

The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The



Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

(i) In addition to the reasons listed above, the employer may terminate the contract as per Clause 2.2.14 (x) of Section-2: Instruction to bidders if any directive is issued by the Government of India through Ministry of Shipping to make alternative arrangement for meeting the capital / maintenance dredging; the employer will issue a 30 days' notice and rescind the agreement for the ongoing dredging work and the contractor is obliged to make arrangements for smooth hand over of the site and dredging work. The contractor has to hand over the site and demobilize his entire equipment at the end of the notice period. The Contractor has to make every effort for smooth handing over of the site through a joint survey as per Clause 6.2 (final survey to determine levels after dredging) Section 4 of this tender. The Contractor will be paid a lumpsum all-inclusive amount at 7.5% of the contract value towards mobilization and de-mobilization for the dredging equipments (entire marine spread) deployed at Ghogha Ro-Ro Terminal till such date. The Committee under the chairmanship of Chairman with Chief Engineer, FA&CAO and Deputy Conservator of the Port would oversee the above process and appraise the Board with respect to the amicable settlement on account of termination of agreement due to receipt of directive explained at sub-Clause (x) of 2.2.14 – Section-2 above.

### **3.14.3 Valuation at Date of Termination**

As soon as practicable after a notice of termination under **Sub-Clause 3.14.2** [*Termination by Employer*] has taken effect, the Engineer shall proceed in accordance with **Sub-Clause 3.3.4** [*Determinations*] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

### **3.14.4 Payment after Termination**

After a notice of termination under **Sub-Clause 3.14.2** [*Termination by Employer*] has taken effect, the Employer may:

- (a) proceed in accordance with **Sub-Clause 3.2.4** [*Employer's Claims*],
- (b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or
- (c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under **Sub-Clause 3.14.3** [*Valuation*]

*at Date of Termination*]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance, if available to the Contractor

### **3.14.5 Employer's Entitlement to Termination**

The Employer shall be entitled to terminate the Contract, at any time for the Employer's Convenience, by giving notice of such termination to the Contractor. The termination shall take effect 14 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

After this termination, the Contractor shall be paid in accordance with **Sub-Clause 3.18.6** [*Optional Termination, Payment and Release*].

**3.15. deleted**

### **3.16. RISK AND RESPONSIBILITY**

#### **3.16.1 Indemnities**

The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and
- (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:
  - arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, and
  - is attributable to any negligence, willful act or breach of the Contract by the Contractor, the Contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims; damages, losses and expenses (including legal fees and expenses)

in respect of (1) bodily injury, sickness' disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from Insurance cover, as described in subparagraphs (c)(i), (ii) and (iii) of **Sub-Clause 3.17.3** [*Insurance Against Injury to Persons and Damage to Property*].

**3.16.2 deleted**

**3.16.3 Employer's Risks**

The risks referred to in **Sub-Clause 3.16.4** below are

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
- (c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors,
- (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity,
- (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (f) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and
- (g) any operation of the forces of nature which is Unforeseeable or against, which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.

**3.16.4 Consequences of Employer's Risks**

If and to the extent that any of the risks listed in **Sub-Clause 3.16.3** above results in loss or damage to the Works, Goods and the Contractor's equipment and/or property or Contractor's Documents, the Contractor shall promptly give notice to the Engineer and shall rectify this loss or damage to the extent required by the Engineer.

If the Contractor suffers delay and/or incurs Cost from rectifying this loss or

damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to **Sub-Clause 3.19.1** [*Contractor's Claims*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under **Sub-Clause 3.7.4** [*Extension of Time for Completion*], and
- (b) Payment of any such Cost, which shall be included in the Contract Price in the case of sub-paragraphs (f) and (g) of **Sub-Clause 3.16.3** [*Employer's Risks*], reasonable profit on the Cost shall also be included.

### **3.16.5 Intellectual and Industrial Property Rights**

In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.

Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the Party giving notice shall be deemed to have waived any right to indemnity under this Sub-Clause.

The Employer Shall Indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:

(a) an unavoidable result of the Contractor's compliance with the Contract,

or

(b) a result of any Works being used by the Employer:

(i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or

(ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.

If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim,

and any litigation or arbitration, which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission, which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, Litigation or arbitration upon being requested to do so by such other Party.

### **3.16.6 Limitation of Liability**

Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than Sub-Clause **3.16.1** [*Indemnities*].

The total liability of the Contractor to the Employer, under or in connection with the Contract other than under **Sub-Clause 3.4.19** [*Electricity*], **Sub-Clause 3.16.1** [*Indemnities*] and **Sub-Clause 3.16.5** [*Intellectual and Industrial Property Rights*], shall not exceed Accepted Contract Amount.

This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

## **3.17 INSURANCE**

### **3.17.1 General Requirements for Insurances**

The Contractor shall be responsible for effecting and maintaining the insurances specified in the relevant Sub-Clause.

Each insurance shall be effected with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

The Contractor shall, within the respective periods stated in the Appendix to Tender (calculated from the Commencement Date), submit to the Employer:

- (a) evidence that the insurances described in this Clause have been effected,

and

(b) copies of the policies for the insurances described in **Sub- Clause 3.17.2** [*Insurance for Works and Contractor's Equipment*] and **Sub- Clause 3.17.3** [*Insurance against Injury Persons and Damage to Property*].

When each premium is paid, the Contractor shall submit evidence of payment to the Employer.

The Contractor shall comply with the conditions stipulated in each of the insurance policies. The Contractor shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

The Contractor shall not make any material alteration to the terms of any insurance without the prior approval of the Employer. If the Contractor makes (or attempts to make) any alteration, the same shall be informed to the Employer in advance.

If the Contractor fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the Employer may (at its option and without prejudice to any other right or remedy) effect insurance for the) relevant coverage and pay the premiums due. The Contractor shall pay the amount of these premiums to the Employer, and the Contract Price shall be adjusted accordingly.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurer shall be borne by the Contractor. In accordance with these obligations; liabilities or responsibilities. However, if the Contractor fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the Employer neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the Contractor. Payments shall be subject to **Sub-Clause 3.2.4** [*Employer's Claims*] or **Sub- Clause 3.19.1** [*Contractor's Claims*], as applicable

### **3.17.2 Insurance for works and Contractor's equipment**

The Contractor shall insure the Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (b) of **Sub- Clause 3.17.1** [*General Requirements for Insurances*], until the date of issue of

the Taking-Over Certificate for the Works.

The Contractor shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations.

The Contractor shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is transported to the Site and until it is no longer required as Contractor's Equipment. The assurance

(a) shall cover all loss and damage from any cause not listed in **Sub-Clause 3.16.3 [Employer's Risks]**,

(b) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the works, and loss or damage from the risks listed in sub-paragraphs (c), (g) of **Sub Clause 3.16.3 [Employer's Risks]**, excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the Appendix to Tender (if an amount is not so stated, this sub-paragraph (d) shall not apply), and

(c) may however exclude loss of, damage to, and reinstatement of:

(i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),

(ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,

(iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and

(iv) goods while they are not in the Country,

If, more than one year after the Base Date; the cover described in subparagraph (b) above ceases to be available at commercially reasonable terms, the Contractor shall give notice to the Employer' with supporting particulars. The Employer shall then (i) be entitled subject to **Sub-Clause 3.2.4 [Employer's Claims]** to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under **Sub-Clause 3.17.1 [General Requirements for Insurances]**

### **3.17.3 Insurance against Injury to Persons and Damage to Property**

The Contractor shall insure against each Party liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under **Sub-Clause 3.17.2 [Insurance for Works and Contractor's Equipment]** or to any person (except persons insured under **Sub-Clause 3.17.4 [Insurance for Contractor's Personnel]**), which may arise out of the Contractor s performance of the Contract and Occurring before the issue of the Performance Certificate.

This insurance shall be for a limit per occurrence of not less than the amount stated in the Appendix to Tender, with no limit on the number of occurrences. If an amount is not stated in the Appendix to Tender, this Sub-Clause shall not apply.

Unless otherwise stated in the Particular Conditions, the insurances specified in this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be extended to cover liability for all loss and damage to the Employers property (except things Insured under **Sub-Clause 3.17.2**) arising out of the contractors' performance of the Contract, and
- (c) may however exclude liability to the extent that it arises from:
  - (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land' and to occupy this land for the Permanent Works,
  - (ii) damage which is an unavoidable result of the Contractor's obligationsto execute the Works and remedy any defects, and
  - (iii) a cause listed in **Sub-Clause 3.16.3 [Employer's Risks]**, except to the extent that cover is available at commercially reasonable terms.



### **3.17.4 Insurance for Contractor's Personnel**

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

The Employer and the Engineer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor Shall be responsible for compliance with this Clause.

### **3.17.5 Insurance for Floating craft**

Notwithstanding what is stated in the above clauses, all the floating crafts including dredgers deployed in the operation should be insured under Marine Hull Policy and covered for various Port risks including pollution and wreck removal by a P & I club which is a member of an International Group of P & I Club.

## **3.18. FORCE MAJEURE**

### **3.18.1 Definition of Force Majeure**

In this Clause, "Force Majeure" means an exceptional event or circumstance:

- (a) which is beyond a Party's control,
- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
  - (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
  - (ii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,

- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Sub-contractors,
- (iv) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio- activity, and
- (v) natural catastrophes such as earthquake, tsunami, hurricane, typhoon or volcanic activity.

### **3.18.2 Notice of Force Majeure**

If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, (or should have become aware), of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either- Party to make payments to the other Party under the Contract.

### **3.18.3 Duty to Minimize Delay**

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

### **3.18.4 Consequences of Force Majeure**

If the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given under **Sub-Clause 3.18.2** [*Notice of Force Majeure*], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to **Sub- Clause 3.19.1**[*Contractor's Claims*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under **Sub-Clause 3.7.4** [*Extension of Time for Completion*], and
- (b) if the event or circumstance is of the kind described in sub- paragraphs (i) to (v) of **Sub-Clause 3.18.1** [*Definition of Force Majeure*] and, in the case of sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost.

After receiving this notice, the Engineer shall proceed in accordance with **Sub Clause 3.3.4** [*Determinations*] to agree or determine these matters.

### **3.18.5 Force Majeure Affecting Subcontractor**

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

### **3.18.6 Optional, Termination Payment and Release**

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under **Sub-Clause 3.18.2** [*Notice of Force Majeure*], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed. Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of the employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
- (c) any other cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works;
- (d) the cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in

his country (or to any other destination at no greater cost)

### **3.18.7 Release from Performance under the Law**

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under **Sub-Clause 3.18.6** [Optional Termination, Payment and Release] if the Contract had been terminated under **Sub-Clause 3.18.7**.

## **3.19. CLAIM, DISPUTES AND ARBITRATION**

### **3.19.1 Contractor's Claims**

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable and not later than 28 days after the Contractor became aware; or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable

to the Engineer. Without admitting the Employer's liability, the Engineer may; after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records and shall (if instructed) submit copies to the Engineer.

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and
- (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars but shall nevertheless give his response on the principles of the claim within such time.

Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim, as he has been able to substantiate.

The Engineer shall proceed in accordance with **Sub-Clause 3.3.4 [Determinations]** to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with **Sub-Clause 3.7.4 [Extension of Time for Completion]**, and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause, which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

### **3.19.2 Amicable Settlement**

In case of any disputes, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. A Committee under the chairmanship of Chairman with Chief Engineer, FA&CAO and Deputy Conservator of the Port may examine the dredging related dispute and give its recommendation and the Board for taking a view on the dispute. If the dispute is not settled amicably, the same shall be settled by Arbitrations.

However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.

### **3.19.3 Arbitration**

Unless settled amicably, disputes shall be settled by arbitration under the provisions of Indian Arbitration and Conciliation Act-1996. As per this, Dispute Resolution Board shall be set up with representatives of both parties on award of work to continuously facilitate resolution of issues. The place of arbitration shall be Deendayal Port. Arbitral award has to be a reasoned award and in case interest is allowed on arbitration amount it shall be limited to SBI Prime Lending Rate + 2%.

If any arbitration award shall be referred to Conciliation Committee Councils comprising of independent subject expert. The award by the Conciliation Committee / Councils shall be placed before the Board of the Trustees for consideration if agreed by both the party.

**3.20. EXPLOSIVES** No explosives shall be permitted under this contract.

### **3.21. PROPERTY IN EXCAVATED MATERIALS**

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found during excavation / dredging shall be placed under the care and authority of the Employer and are the property of the Employer.

### **3.22 DRAWINGS AND DESIGNS**

a) General details of the works are shown on the drawings accompanying this tender document. The Engineer will supply to the contractor from time to time during the progress of the works such further working drawings as will be necessary in the opinion of the Engineer for the proper and adequate execution and maintenance of the works in accordance with the Engineer's designs and/or any modification thereof as decided by the Engineer and the Contractor shall carry out the work in accordance with the said working drawings. Two sets of such working drawings will be issued. If more sets are required by the Contractor, he will have to make his own arrangement at his cost.

b) In the event of the Contractor proposing any alteration/modification to the Engineer's design, detail, method of construction, he shall at his own expenses prepare and submit for approval of the Engineer copies in duplicate (in the first instance) of detailed working drawings which may be required for such alteration/modification and at the same time call the attention of the Engineer to any alternative detail or modification of the Contract drawings which the Contractor may wish to make at least 30 days prior to the commencement of the work or part of the work to which such drawings relate. The contractor shall at the same time, if so required by the Engineer, furnish calculation sheets in duplicate relating to the strength and anticipated deflections in respect of such altered/ modified works. The Engineer will, after any such alteration which he may approve, record on the copies as amended his approval and will return one copy of the drawings and calculation sheets to the contractor, who shall carry out the work in accordance therewith. The Contractor shall forward to the Engineer three additional copies of the working drawings and calculation sheets as approved, in addition to these working drawings and calculation sheets as approved. In addition to these working drawings are also to be submitted (the same procedure as in the case of the Contractor) in respect of any work proposed to be executed by sub-contractors. The approval of the Engineer of all or any of the calculation sheets, drawings shall not relieve the Contractor of responsibility in connection with the execution of the altered/modified or sub-contractors works.

c) The complete sets of tracing on linen or tracing film of all drawings showing every and all works 'As Made' under the contract shall be made by the Contractor at his own expense and delivered to the Engineer within one month of the completion of the various sections of the work or at such times as directed by the Engineer. All departure alteration/modifications from the Contract Drawings and supplementary working drawings issued by the Engineer also shall be incorporated in the "As Made" drawings. The drawings shall be fully dimensioned, of an approved size and with the standard litho

black or as approved by the Engineer.

**3.23 deleted**

**3.24 Contract Supersedes Previous Documents**

The Contractor shall have no right to increase in the rates in the Bill of Quantities nor any other right whatsoever by reason of any representative explanation or statement or alleged representative explanation or statement made or by reason of any information, promise or guarantee given or alleged to have been given to him by any person (whether in the employment of the Employer or not) before the date of the contract, embodies the whole arrangements between the parties with reference to the contract hereby constituted and all previous, correspondence/ negotiation/ representations/ explanations/ statements/ promises or guarantee, whether oral or written shall be excluded.

**3.25. Bribes and Commission**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his or their behalf to any officer, servant, representative or agent of the Engineer or to any person on his behalf in relation to the obtaining or to be execution of this or any other contract with the Employer shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this and all other contracts with the Employer and also to the payment of any loss or damage resulting from any such cancellation, and the Employer shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor under this or any other contract. Any question or disputes as to the commission of any offence under the present clause shall be settled by the Engineer in such a manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and conclusive.

**3.26. Mobilization and Demobilization Fees**

Maximum of 7.5% of the total quoted price (contract price) will be payable towards Mobilization/Demobilization charges.

Out of the total quoted rate for Mobilization and Demobilization in the BOQ by the contractor, 75% of the amount is payable on completion of total mobilization of dredgers and other ancillary equipment and upon completion of at least 5% of the total dredging quantity. The balance 25% will be paid only after Demobilization.

Demobilization fees shall be paid only after site clearance and demobilization of the dredgers and marine spread and issue of Taking over certificate. However, dredger can be released on satisfaction of ENGINEER /



EMPLOYER regarding completion of work.

### **3.27. Schedule of rates**

#### **3.27.1 Preamble**

- a) The Schedule of Rates shall be read with all other sections of this Bidding Document.
- b) The CONTRACTOR is deemed to have studied the drawings, specifications and details of works to be done within the Time Schedule and should have acquainted himself with the conditions prevailing at site.
- c) The quantity shown against the various items are only approximate and may vary to any extent individually as detailed in General Conditions of Contract. No claim shall be entertained during the currency of this Contract towards any items due to the above including where the CONTRACTOR has quoted low/ high rates.
- d) EMPLOYER reserves the right to interpolate or extrapolate the rates for any new item of work not covered in Schedule of Rates from the similar items already available in Schedule of Rates. All the works shall be measured upon completion and paid for at the rate quoted and accepted in the "Schedule of Rates". In case any activity though specifically not covered in Schedule of Rates descriptions but the same is covered under scope of work/ scope of supply/ specification/ drawings etc. no extra claim on this account shall be entertained, since Schedule of Rates is to be read in conjunction with all other documents forming part of the Contract.
- e) All items of work mentioned in the Schedule of Rates shall be carried out as per the specifications, drawings and instructions of EMPLOYER and the rates are deemed to be inclusive of material, consumable, labour, supervision, tools & tackles and detailing of construction/fabrication drawings wherever required as called for in the detail specification and conditions of the Contract.
- f) EMPLOYER reserves the right to cancel/ delete/curtail any item or group of work if necessary. Such a step shall not be construed as reason for changing the rates.

#### **3.27.2 General Terms of Payment**

- a) Mobilization and demobilization charges shall include hire charges of the equipment and also the cost incurred for personnel during journey to the site and till the time of its demobilization, including insurance of equipment and personnel, all complete. Mobilization is deemed to be complete after procedure document is approved, all equipment, dredging plant, marine spread and personnel are mobilized at the site as per technical specifications and certification.
- b) The contractor shall make his own arrangements for their personnel towards travel, stay, food, water, fuel etc., within his lump sum costs.
- c) Any downtime on account of weather, equipment/vessel/positioning

breakdown shall be to the Contractors account.

d) It is the responsibility of the Dredging contractor to obtain all the clearances from appropriate authorities for the mobilization of the dredging spread and marine spread. Owner shall provide only authorization letters.

e) Quoted price shall be in Indian Rupees only and is inclusive of all taxes except GST, which shall be reimbursed as per actual.

### **3.29. Idle Time**

Idle time charges are not payable for idling of any dredger or other equipment including the men and machinery for reasons whatsoever under this contract and no such claims shall be entertained even at a later date.

### **3.29. Goods and Services Tax**

The quoted rate of the tenderer shall be inclusive of all taxes and duties excluding applicable GST. The Contractor may raise GST invoice as monthly running bills notwithstanding the payment from DPA. The Contractor has to comply the GST remittance and filing as per statutory requirements. GST will be reimbursed separately on confirmation of credit in DPA GST Portal. DPA shall deduct TDS from the claim bill as per the statutory provisions of prevailing laws

- (i) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPT after ascertaining necessary compliance as per Goods & Service Tax Act, 2017.
- (ii) All other duties, taxes, cess, applicable if any, shall be borne by the contractor.
- (iii) TDS under GST Act is required to be deducted @2% (1% CGST and 1% SGST or 2% IGST) or as admissible from payment /credit given to the contractor.
- (iv) The element of GST will not be considered for evaluation of financial purpose.

Also change if any in the Government Policy or Amendment in Tax structure the same will be applicable from time to time.

#### **3.29.1 Income Tax**

Income tax on the gross amount of the contractor's bill shall be deducted from as per Section 194C of the Income Tax Act as applicable from time to time.

### **3.29. Security clearance**

Prequalification of bidders is subject to security clearance from Govt. The bids received from any tenderer may be summarily rejected On National Security consideration without any intimation thereof to the tenderer.

The bidders shall note that Ministry of Home Affairs (MHA) is one of the agencies for according national security clearance to the bidders participating in PPP / dredging projects in Major Ports in India. Recently, Ministry of Home Affairs has developed "e-Sahaj" (<https://esahaj.gov.in/notices>) portal for submission of security clearance proposals and is functional. Ministry of Shipping is included in e-Sahaj. This e-Sahaj portal is effective from 01/09/2018 and security clearance proposal will not be accepted in physical form.

In addition to registration and submission of requisite information for security clearance through the e-sahaj portal, bidders are instructed to submit the required details/ information(s) for obtaining security clearance from govt. as per the formats/ Performa attached at Addendum-I. Bidders are requested to upload the scanned copies along with technical bid online as well as provide 12 nos. hard copies of complete set of documents duly signed and stamped for the security clearance. Employer has adopted the above requirement as a prudent measure to meet any contingency arising due to constraints whatsoever in the operation of the e-sahaj portal, so that the employer can forward all the details of the bidders to the government for obtaining their respective security clearance.

All forms meant for submitting security clearance from MHA have to be uploaded in e-sahaj portal. The process for submitting security clearance from MHA will be as follows:

- (i) All bidders participating in the dredging project will have to register themselves in e-sahaj portal. The log-in id and password will be provided through email and SMS through Mobile No. (STD/ ISD/Local). Bidders then need to fill up the form, upload the document as instructed and then send to concerned port.
- (ii) Bidder is requested to provide 12 copies of complete set of submitted documents for the security clearance.
- (iii) Chief Engineer, Deendayal Port is the Nodal Officer for the e-sahaj portal. He will be assisted by an Associate Officer. The Nodal Officer / Associate Officer after verifying the application would forward the proposal to the Ministry of Shipping.
- (iv) Ministry of Shipping on receipt of the proposal would verify the

application and if complete in all respects, forward the same electronically to the MHA.

The bidders are to register on the e-sahaj portal, and the following are relevant details:

1. This form is for online registration of organizations or individuals seeking for security clearance.
2. Registration of organizations/firms/companies is to be done once, by the person authorized by the same.
3. Registration of an individual applying for security clearance, is to be done by himself on the portal.
4. Person doing the registration for himself or on behalf of any organization/firm/company will be authenticated through OTP and also a documentary ID proof needs to be attached.
5. Registration is a two-step process, after successful completion of the step one, an email verification link is sent to the user's email. On successful registration by the portal, a registration ID will have generated by the system to be used as login Id and it will be sent to the registrant's email. The password will be sent on the registered mobile number.
6. After successful registration, user needs to logged in to the portal to fill and submit the applicable security clearance form.
7. User will be prompted to change the system generated password to his own password.
8. Letter of authorization is an authorization letter from the company official on the letterhead of the company, who have authorized the registrant to register on the portal on behalf of the company.

Following are the some of the details to be submitted:

- (a) User-Application Details
- (b) Company Details (as applicable)
- (c) Foreign Collaborator Details (as applicable)
- (d) Board of Director Details (as applicable)
- (e) Share Holder Details (as applicable)
- (f) Details of Criminal Cases (as applicable)
- (g) User - Application Preview (as applicable)

The bidders whose security clearances have been received from the Government only shall be considered for pre- qualified.

Also change if any in the Guidelines issued by the Ministry of Shipping on securityclearance, same will be applicable from time to time.

Bidders whose security clearance has been granted by Ministry, the validity of period will be subject to following condition as per the guidelines issued by

Ministry dated 12/02/2016:

- (1) It is mandatory to inform the Administrative Ministry / Department regarding any changes in management, control or ownership pattern of company/operators executing the project or change in shareholding pattern in excess of 10% in the company to the Ministry of Shipping within two weeks and any lapse can result in withdrawing the security clearance already granted.
- (2) The operation in Pakistan, if any of such entity who has been granted security clearance by the Ministry of Shipping should be suitable firewalled from the contract/operations in India and no Pakistani national or a person of Pakistan origin should be engaged by the company for this project.
- (3) If the entity is found indulging in acts inimical to India's national security, the license/tender/contract is liable to be terminated.
- (4) The company should inform the administrative Ministry regarding criminal case(s), if any registered against the company, owner, promoter or any of its directors after the issue of license/concession or permission or award of contract, as the case may be. The administrative Ministry in turn will inform the MHA of Such development.
- (5) Approval for any change in equipment or vessel involving foreign origin and clearance for engagement of foreign personnel shall be obtained from all security agencies.

### **3.30 INTEGRITY PACT**

#### **INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY**

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as Rs. 50 Lakhs. IP essentially envisages an agreement between prospective vendors / bidders, and Deendayal Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with DPA, would be

considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding.

Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Shri S.K.Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) has been appointed IEM by DPT from 2013 to 2016. Draft condition to be incorporated in the Draft Tender papers 1) Then bidder has to execute Integrity pact agreement with Deendayal Port Authority ( As per Appendix ) Shri S.K.Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) has been nominated as Independent External Monitor for Integrity Pact whose address is as under;

(1) Shri S.K.Sarkar, IAS (Retd.)  
B-104, Nayantara Aptt.,  
Plot No.08-B, Sec-07, Dwarka,  
New Delhi – 110 075  
Mobile No. 98111 49324  
Email:- sksarkar1979@gmail.com

(2) Shri Saurabh Chandra, IAS (Retd.)  
A-9, Sector-30,  
Noida (UP) 201301  
Mobile No. 9871322133  
Email: saurabh7678@yahoo.co.in

The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.

The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

# **Section –IV**

## **BILL OF QUANTITIES**

## **PREAMBLE TO RATE SCHEDULE**

### **4.1 GENERAL**

The contractor's attention is drawn to the conditions of contract, the specifications and the drawings all of which are to be read in conjunction with the Bill of Quantities hereinafter. Directions and descriptions of work and material given in the other parts of the contract Documents are not necessarily repeated in the Bill of Quantities.

The total cost of complying with all the provisions, conditions, obligations and liabilities etc. described in the contract and of carrying out the works as specified including, but not by way of limitation, all charges and the rates and prices inserted in the Bill of Quantities hereinafter unless expressly otherwise provided for in the contract. Consequently, the contractor shall have no claim for further or extra payment in respect of any work or rates and prices set against each item are to be for full and / or described in the specification which can reasonably be inferred there from and are to cover the cost of provision of all labour, materials, tools, tackles, plan all as per conditions stipulated elsewhere. The rates shall also include all contingent costs and charges including all taxes such as Income Tax, Building & other Construction workers welfare cess and general ta all the contractor's obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works. The quantities given in the Bill of Quantities are estimated. The basis of payment shall be the actual quantities of work ordered and carried out as measured jointly by the contractor and by the Engineer valued at the rates and prices specified in the Bill of Quantities, where acceptable and otherwise at su may fix within the terms of the contract. The quantities of work and materials stated in the Bill of Quantities shall not be considered as limiting of extending the amount of work to be done.

The contractor is deemed to be familiar with all site conditions at the Port Site, weather, all site investigation records, available means of access and the locality of any existing services and working restrictions due to testing site features or other contractor's works in order to execute the works. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. The contractor is deemed to have referred to the relevant sections of the contract documentation and prices incorporated against each item in the Bill of Quantities. The method of measurement is described in the following preambles and / or is demonstrated in the measured items included in the Bill of Quantities.

Unless separate items are measured, rates and prices must include for all testing in accordance with the specification.



The following abbreviations have been used:

PS -Provisional Sum  
LS -Lump Sum  
M /m -metre  
M<sup>2</sup>/ m<sup>2</sup> -square metre  
M<sup>3</sup>/ m<sup>3</sup> -cubic metre  
T/t /Te/ te/MT -tonne  
wk -week  
No. -Number  
Rs. -Indian Rupee

## **4.2. METHOD OF MEASUREMENT & MODE OF MEASUREMENT**

### **4.2.1. General**

Unless stated or billed otherwise, quantities shall be measured in accordance with IS: 1200 and are net as they are finished shall include whatever allowance is considered by the contractor to be necessary for waste, working area, construction slopes, batters etc.

### **4.2.2. Units Rates prevail**

In case of any arithmetical errors in the Bill of Quantities, the quoted unit rates shall prevail. Arithmetical errors will be corrected by the employer in the manner set out in the Instructions to Tenderers.

The required area shall be worked out correct up to sq. mtr. and quantity shall be worked out up to 2 places of decimals of cubic meters of all items. The length & width shall be worked out correct up to 2 places of decimals of running meter for all the measurements. However, levels shall be recorded in three decimals.

## **4.3. PAYMENT**

### **4.3.1. General**

Payment to the contractor shall be made on the recorded measurements and the contractor will have to submit bills in the prescribed form once in a month and payment will be made ordinarily once in a month. The Port shall pay 75% of the invoice amount within 14 days on submission certification / invoice and balance within 28 days on full verification.

4.3.2 The tenderers are advised that all payments related to this subject work would be made through ECS (Electronic Clearing Service). The tenderer would be

required to provide particulars of their bank account along with their bid.  
The payment will be made through ECS only.

The tenderers to submit

1. Name of the Bank, Branch and full postal Address
2. Account Number
3. MICR Number
4. Type of Account
5. IFSC code number
6. Copy of PAN Card
7. TIN Number
8. Income tax PAN
9. GST

### **4.3.3 General**

4.3.3.1 The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer-in charge and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

4.3.3.2 The rates and prices bid in the priced Bill of Quantities except insofar as it is otherwise, provided under the Contract, include all constructional plant, labour, supervision, materials, all temporary works and false works, erection, maintenance, establishment and overhead charges, profit, foreign taxation and levies, taxes (other than GST ) general risks, liabilities and obligations set out or implied in the Contract and including remedy of any defects during the Defects Liability Period.

4.3.3.3 The rates and prices shall be quoted

4.3.3.4 The rate or price rounded off to the nearest Indian Rupee shall be entered against each item in the Bill of Quantities both in figures and words, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

4.3.3.5 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.

4.3.3.6 General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the

relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.

4.3.3.7 The method of measurement of completed work for payment shall be in accordance with the requirements as stated in the individual sections of the Technical Specifications.

## BILL OF QUANTITIES

**“Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal - Gujarat”**

Sr. No.	DESCRIPTION	Estimated Quantity (In situ)	Unit	Rate (in Rs.)	Amount (in Rs.)
1	2	3	4	5	6
1	<p>Mobilization of all equipment machinery, crafts including all type of dredgers and ancillary crafts commensuration with the method statement to carry out all the works as per the scope of work within the time specified and demobilize all the equipment brought after completion of the respective works with the prior approval of the “Engineer-in-charge” including cost of all, labour, fuel, consumables, transportation etc. complete.</p> <p>NOTE:</p> <p>(i) The contractors along with their technical offer shall furnish the list of equipment, machineries, dredgers and other ancillary craft along with their tentative schedule for mobilization and demobilization of the equipment’s, machinery, floating crafts including the Dredgers. Notwithstanding the fact as to whether the list contains all the equipment/ machinery/ crafts/ dredger or not. It is the responsibility of the contractor to mobilize additional equipment, machineries, crafts, dredgers, etc. without claiming any extra cost for proper completion of the work proper within the specified time.</p>	<b>LS</b>	-		

	<p>(ii) The total mobilization and demobilization charges shall not be more than the limit prescribed in clause.3.26.</p> <p>(iii) 75% of the total lump sum rate quoted for the item shall be released only after mobilization of respective type of dredgers proposed to be deployed for the work in good working condition as per their work methodology statement and upon completion of at least 5% of the total dredging quantity as detailed in clause.3.26 (without correlating to mobilization of machinery or equipment) and balance 25% of the quoted rate shall be released only after demobilization of all the equipment/machinery/crafts/dredgers and other ancillary crafts.</p> <p>(iv) The rate shall include all duties, taxes (excluding GST) and all other charges/ expenditure etc., complete in all respects.</p>				
2	<p>Dredging in Approach channel of length 4150m and 100m wide of Ghogha upto the depth of 7m BCD including natural side slope by deploying suitable dredgers like Trailer Suction Hoper Dredger (TSHD)/ Cutter Suction dredger (CSD) / Back hoe(BHD) / grab dredger &amp; necessary ancillary equipment and disposing off the dredged material in the designated disposal area as shown in the drawings during the contract period including all costs and charges and also insurance and all other incidental expenditure arising out of or in connection with the contract etc. and conducting necessary joint quadruplicate pre ,</p>	22,000	Cum		

	progressive and post hydrographic surveys etc.				
<b>3</b>	Dredging in Approach channel of length 4150m and 100m wide, turning circle of 150m radius, berth pockets and surroundings of Landing platform, etc., Ghogha from the existing depth of 7m BCD including side slope up to 1:6 by deploying suitable dredgers like Trailer Suction Hoper Dredger (TSHD)/ Cutter Suction dredger (CSD) / Back hoe(BHD) / grab dredger & necessary ancillary equipment and disposing off the dredged material in the designated disposal area as shown in the drawings during the contract period including all costs and charges and also insurance and all other incidental expenditure arising out of or in connection with the contract etc. and conducting necessary joint quadruplicate pre , progressive and post hydrographic surveys etc.	<b>3,96,000</b>	<b>Cum</b>		
	<b>Note:</b> The quantity indicated in Sr. no. 3 is only indicative and may vary to suit the site condition subject to the limit prescribed elsewhere in the contract document. However Payment shall be made on actual In-situ Quantity based on Joint Quadruplicate Pre & Post Hydrographic surveys.				
<b>Total Amount in Rs.( excluding GST)</b>					
<b>Note:</b>					
1)The quoted rate shall exclude the GST component. However, the actual GST amount paid by the contractor shall be reimbursed upon production of the paid receipt/ invoice.					
2) The contract period is 12 months.					

- 3)The Contractor may raise monthly bills for the completed in-situ quantity based on the quoted rates and payment will be released normally once in a month upon due certification by the Engineer -in-Charge.
- 4) The submission of Price Bid / quoted amount / indication of any financial amount along with technical bid will be considered rejected. Prices will be quoted only on (n)procure website.

Date:

Place:

**Signature of the Contractor**

# **Section –V**

## **Technical Specification**



## **SITE INFORMATION**

### **5.1 General**

The site information is given only for the guidance of the Contractor and the Employer is not responsible for the authenticity or correctness of information or data contained therein. The Contractor shall conduct all necessary field tests to satisfy himself regarding the actual conditions at Site. No claim whatsoever will be entertained if actual conditions at Site different from those indicated herein are encountered during the execution of the works.

### **5.2 Location**

Ro-Ro / Ro- Pax Terminals, Ghogha - Gujarat.

The proposed terminal is located on the West coast of the Gulf of Khambhat on the West coast of India. Ghogha is on the Western Coast of the Gulf of Khambhat almost opposite to Dahej. Terminal site is 20 Km South of Bhavnagar - District Head Quarter.

Geographical Co-ordinates of the terminal is Latitude 21° 40.6' N, Longitude 72°17.1'E.

### **5.3 Electric Supply**

The Contractor shall make its own arrangements for all electrical supply for lighting, marking etc. and for power supply for all its floating plant and craft and shall bear all costs for the same.

### **5.4 Hot Work**

Welding / Gas cutting / hot work on board the dredger or any floating plant / craft shall be done with the prior permission and at such times and in locations as approved by it, subject to compliance with the conditions imposed by the Superintending Engineer(P) of Deendayal Port Authority.

### **5.5 Labour Camp & Residential Accommodation**

Contractor will not be permitted to establish its labour camp and residential accommodation for its staff on Employer's land.

### **5.6 Tides:**

The actual water level at the site may be slightly different from the figures.

The contractor shall not be entitled to any extra payment, should the levels indicated above proves, during the execution of the works, to be either too high or too low or for delay or damage due to especially high tides or floods.

### **5.7 Climate**

Over the course of the year, the temperature typically varies from 60 deg F to 101 deg F and is rarely below 55 deg F or above 105 deg F.

## 5.8 Currents

The entire gulf of Khambhat is very shallow, with a maximum water depth of about 30 m. Especially the most northern 100 km of the gulf are characterized by very large tidal flats and a water depth lower than 10 m. The tidal range in the gulf is the largest along the entire Indian coastline, peaking to more than 10 m during spring tide and resulting in strong tidal currents of more than 3 m/s. The high energetic conditions in combination with the large amount of fine sediments brought by the rivers, makes the water always turbid with high suspended load.

### Details of Existing facilities at Ghogha

Sr. No.	Components	Ghogha Terminal
<b>A</b>	<b>Off-Shore Structures</b>	
1	Vessel Berths	
a	Berthing Structures	169.85 m 6 Nos. MD (11 m x 7.7 m) connected through approach of 6.5 m width
b	Pontoon guide structure	10 nos. piles (group of 6 & group of 4 piles)
c	Fender system	6 nos. - main fenders 5 nos. secondary fenders
d	Bollards and mooring system	20 nos.
2	Access way	
a	Approach bund	511 m
b	Roadway on bund	511 m
c	Access trestle	448 m
d	Bank seat	11 m x 9 m
3	Ro Ro equipment	
a	Link span	96 m - 818 Mt
b	Pontoon	50 m x 30 m - 926 MT
4	Reclamation Bund	
a	Reclamation Bund (Dahej)/Revetment (Ghogha)	452 m
<b>C</b>	<b>On Shore Structures</b>	
5	Buildings	
a	Main Terminal Building	3000 Sqm.
b	Administration Building	900 Sqm (GF)+100 Sqm (FF)

Sr. No.	Components	Ghogha Terminal
c	Covered waiting area	1000 Sqm.
d	Water tower, pump house, UG water tank	2 lacs litre- UG Water Tank 1 Lacs litre -OH Water Tank
e	Work shop	400 Sqm.
f	Security	200 Sqm.
g	Sub station	4 nos. with total area of 335 Sqm
h	Other buildings (Minor buildings)	10 nos. each 10 Sqm.
6	Paved areas	
a	Marshalling yard	8600 Sqm
b	Paved parking area	2320 Sqm
c	Bus terminal	1200 Sqm
7	Infrastructure	
a	Land scraping and	Appx. 6800
b	Roads, Kerbs and	10 m wide- 967 m
c	Signage	As per Terminal requirement
d	Firefighting network	1 lac litre UGWT
e	Drainage system	1627 m
f	Sewerage system	1198 m
g	Electrical distribution system	The electrical power supply lines of 500KVA is available through DGVCL/PGVCL which have been distributed through four substations within terminal area as per requirements. All buildings are having electrical power supply of with lightings, fans, air conditioner (as per requirement). All substations are equipped with LT panel, Transformers and DG sets.
h	Exterior lighting	The exterior lighting system is available one at Ghogha.
i	Fencing and security	650 m
k	Control system(Security and telecommunication)	
l	Water supply pipe line	Available through GWSSB
m	Water supply pipe line	Available
8	Land	
a	Plot No. 41	-
b	Survey No. 101	12.95 Ha.
9	Dredging and Navigation	
a	Navigation Channel	about 4.15 km (Length) and 100 m (Width)
b	Turning Circle	about 300 m diameter
c	Navigational Buoys	7 Nos.

# **Section –VI**

## **Specification of Dredging work**

## SECTION-6

### SPECIFICATION OF DREDGING WORK

#### 6.1 Standards

Save as otherwise specified in the Contract the relevant provisions of the appropriate Bureau of Indian Standards shall apply for workmanship. Where relevant BIS Standards do not exist, the latest version of the relevant British Standards Specification or Standard of the American Society for testing shall be applied. Equivalent standards from other countries may be used provided they are demonstrated to be equal to or more onerous than the standard quoted above. The following abbreviations are used when referring to Standards.

BIS	:	Bureau of Indian Standards
BS	:	British Standard Specification
CP	:	British Standard Code of Practice
ASTM	:	Standard of American Society of Testing Materials
AASHO	:	Standard of American Association of State Highway Officials
NEN	:	Dutch Standards

The Dredging shall be carried out generally as per BS: 6349 British Standard Code of Practice for Marine Structures – Part – 5 (1991), Code of Practice for Dredging and Land Reclamation and US Army Corps of Engineers (1984) Shore Protection Manual.

#### 6.2 Scope and Nature of Work

The scope of work consists of “Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal – Gujarat”

- 1) The dredging work is required to carry out at Ghogha Terminal for a period of 12 months in the above mentioned areas including berth pockets and beneath areas etc. for smooth functioning of ferry operations.
- 2) The Contractor shall at its cost charges/expense perform and carry out necessary survey works.
- 3) The bidder shall possess by absolute ownership / chartered suitable equipment (such as Trailer suction hopper Dredger (TSHD)/Backhoe Dredger (BHD)/cutter suction dredgers (CSD) / Grab Dredger/ tug etc.) of suitable capacity capable of dredging up to a depth of 20m for deployment in dredging areas alongside berths (for dredging & salvage) / jetties to maintain an average working day dredging output not less

than 1500 cu. m (In-situ). However, Contractor/Bidder has to deploy additional dredgers to achieve the target depths as per the tender.

- 4) The disposal of Dredge material in such way that no hopper leakage will occur during operation.
- 5) The Contractor shall provide suitable, skilled manpower & machinery for this contract looking to the conditions of the site.
- 6) Bidder is advised to visit the site and acquaint himself with the site condition its surrounding etc. in view of performing the activities.
- 7) The work will be carried out for the 12 months accordingly, the number of dredgers and Type of equipment with suitable capacity for the subject work may be decided by Contractor.
- 8) The bidder shall Deploy a suitable Trailer suction hopper Dredger (TSHD)/Backhoe Dredger (BHD)/cutter suction dredgers (CSD) / Grab Dredger etc. for dredging from existing level to maintain a depth of 7.0 m BCD in all tidal conditions.

The Dredging work shall also involve removal of sand, silt, clay, and admixtures thereof and disposing off the dredged material in the proposed disposal area (approx. at a distance of 6 NM) as shown in the drawings. The payment shall be made on the basis of total in-situ quantity dredged in the area; however, the quantity shall be worked out on the quadruplicate/ quintuplicate pre-dredged and post dredged survey of the area. The work includes of all equipment, insurance costs and all other incidental expenditure arising out of or in connection with the contract, etc.

### **6.3 Drawings / Charts / Documents**

Appendix A

### **6.4 Programme**

#### **6.4.1 General**

The contractor shall ensure that the deployments of Contractor's equipment including dredgers and dredging operations in the channel are carried out in such a manner that the ferry operations are not affected. For removal of any doubt it is clarified that the ferry movements will take priority over dredging work and the contractor shall be deemed to have considered the same while submitting its bid.

Notwithstanding the requirements for submission of method of work statement as part of the tender, the **Contractor shall submit details of working methods, including details of Contractor's Equipment, survey and positioning equipment, etc. to be deployed to the Engineer after the date of issue of Letter of Acceptance.**

A detailed plan shall include, type of equipment proposed, including details of performance, working method and sequencing of dredging works

The dredging methods shall be such as to ensure that no damage is caused to marine structures/floating buoys in the vicinity of the dredging area/Dumping area.

Approval of the Contractor's work plan will only be given after the Contractor has demonstrated to the satisfaction of the Engineer that minimum requirements of the specifications can be met. Dredging operations shall not commence until this approval has been obtained in writing from the Engineer.

The contractor is required to deploy a suitable dredger capable of dredging in-situ quantity of not less than 1500 Cum per day.

However, Contractor has to deploy additional dredgers for dredging as per the tender and requirement. Further, it shall be the sole responsibility of the contractor to assess on his own, the requirement of dredgers to meet the actual site requirements. In case if any additional dredgers / hopper capacity is required, same shall be deployed at no such extra cost to be quoted in the bid price.

**If TSHD is deployed, the same shall adhere to minimum following efficiency parameters:**

- (a) It shall be fitted with twin screw propulsion and with bow thrusters.
- (b) The Load and Draft Indicators with print facility, to be inspected and certified by a Classification Society being a member of IACS. The certificate issue date shall be within a years' period or the certificate is to be renewed annually.
- (c) It shall have efficient Dredge position control monitoring system consisting of DGPS with RTK, necessary software capable of being loaded with survey data like Hypack or PDS 2000 software.
- (d) It shall have density meters for dredge mixture and efficient de-hoppering /de-wateringsystem.
- (e) It shall have preferably two suction pipes capable of dredging upto a depth of 11 meters.
- (f) It shall have the capability to maintain a minimum speed to complete the work within the stipulated period of time.

**The achievements and maintenance of depths and widths as required in the tender conditions are the responsibility of the contractor.**

**The Contractor is responsible for achieving the depths, as specified under BOQ, for the entire duration of contract period. Monthly**

quadruplicate survey shall be carried out for assessing the extent of siltation. The Engineer shall decide on the requirement of dredging for a particular month based on the monthly survey data and the same shall be approved by the Employer.

#### **6.4.2 Mobilization**

The period of mobilization for dredger(s) and other equipment shall be 14 days from the date of issue of Work Order. The contractor shall mobilize all the survey and positioning equipment including survey launch within 14 days and complete all the survey work including data collection, processing and final product chart, failing which penalty of Rs.1 lakh per day from 15th day for first 5 days, Rs.1.50 lakh per day for next 10 days and Rs.2,00,000/- per day for next 15 days. If the contractor fails to mobilize all the survey and positioning equipment including survey launch, after 44 days from the date of issue of work order, the contract shall be terminated and Performance Security shall be forfeited.

Continuous non-deployment of dredger on site for more than 7 days shall require a substitution of the dredger equivalent to the performance parameter of the deployed dredger.

#### **6.5 Traffic**

The Contractor shall at all times observe and comply with all laws including regulations relating to navigation, maneuvering, and anchoring of its floating craft throughout the Works. The Contractor shall follow instruction in this regard given by the Employer/ Engineer. The Contractor shall carry out its/his work strictly in a manner which shall not obstruct or endanger the normal use of waterways, anchorages, wharves and approaches thereto, whether in the possession of the Employer, or any other persons. The priority of navigation within the port limits shall always be at the discretion of the Employer and the Employer will not be responsible for any inconvenience, loss or delays caused to or suffered by the Contractor due to the priority not being given to its floating craft by the Employer and no claims shall be entertained for any inconvenience caused, loss suffered or due to delays occurring because of such restriction.

#### **6.6 Tidal Working**

The Contractor shall be deemed to have taken in to account or allowed in its Program and the amount quoted in the Bill of Quantities for loss of time and/or revenue due to tidal working or for all delays due to weather conditions including wave action/lack of flotation, etc.

#### **6.7 Marker Buoys etc.**

The Contractor shall, at its own expense, install and maintain marker buoys, if required to define the extent of the works as may be directed by the Engineer or other competent authority. All beacons and markers for setting out the



works or for defining the limits of the permitted working areas shall be of such size as shall be clearly visible at all times and lights with approved day marks and lighting characteristics shall be fitted if necessary or required by the appropriate authority. The contractor may place a Marker Buoy to indicate the dumping ground, if necessary.

## **6.8 Contractor's Responsibility for Materials, Labour and Equipment**

The Contractor shall be responsible for the provision of all materials, stores, equipment and craft necessary for the satisfactory execution and completion of the dredging work and surveys for measurements. The Contractor shall employ competent persons with adequate qualifications and experience in dredging to take charge of and maintain in good working order all dredgers, tugs and other craft employed on the Works. The Contractor shall also collect samples of dredged materials at intervals directed by the Engineer and get the same tested for chemical and physical properties including specific gravity, bulk density and grain size distribution at approved laboratories at their own cost.

The Contractor shall extend full co-operation and facilities required to the employer to carry out monitoring / research of the dredging process from time to time free of cost.

During execution of the work, the Employer may engage / depute PMC, third party inspection agency or any other Government authorized agencies in matters related to monitoring of dredging activity. The Contractor is bound to extend all cooperation and share data with such authorized agencies. Any costs towards collection of samples and related testing of material shall be borne by the Contractor. The results of such tests are binding on the Contractor. In this regard, it is clarified that the Employer will not entertain any claim whatsoever from the Contractor.

## **6.9 Survey**

The Contractor shall at its cost charges/expense perform and carry out necessary survey Work required to be executed and maintained by it as provided in the contract and as directed by the Engineer. The Contractor shall for this purpose provide /engage and employ air-conditioned launch personnel, services, equipment and supplies needed to perform the surveys and all the incidental work required to be done in connection with such surveys including but not limited to:

- Setting out;
- Registration of water levels;
- Pre-dredging surveys and charts;

- Interim surveys and charts;
- Post dredging surveys and charts;
- Field measurements and processing of data;

Field measurements and processing of data shall be executed to a degree of accuracy in both the horizontal and vertical plane and drawn to scales to the full satisfaction of the Engineer/Engineer-in-charge. The Contractor shall be responsible for the accuracy of the setting out of the works.

Soundings shall be taken across the cross sections of 10m intervals along the channel with depth along the cross section of 5m intervals or such other spacing as the Engineer-in-charge may direct. Soundings shall be taken rounded off to the nearest meters and decimeters.

The Contractor shall establish tide gauges at suitable places, as approved by the Employer, and the said area shall be adequately illuminated. The Contractor shall be responsible for marking and providing the buoys at the dumping areas. All survey charts to be prepared by the Contractor indicating the depths shall be reduced to Chart Datum (CD), and the depths and / or heights shall be plotted in meters and decimeters. The survey charts shall be submitted to the Engineer on a CD/ USB of all relevant data and also on a matte film (one set in hardcopy) along with five printed copies (in hardcopy). Data generated by the surveys shall be elaborated in accordance with sound topographic and hydrographic practices and be presented on survey charts of the Site on a scale and format to be agreed upon by the Engineer. All survey lines shall be shown on the charts with plot intervals along the lines not exceeding ten meters with intermediate plots, if necessary.

Furthermore, the survey chart shall incorporate all reference points, buoys, beacons, markers, gauges and benchmarks, together with the location and nature of obstructions, structures and facilities. Particular items of interest shall also be indicated on such charts. The Contractor shall also provide and maintain at his own cost, survey stations and buoys which it may require to carry out the survey and shall remove them on completion of the works.

Deendayal Port Authority will not be able to provide the survey launch and the contractor shall arrange the survey launch at its own cost. The costs of providing electronic positioning system, Hydrographic Survey software PDS2000/Hypack, survey launch, survey equipment, consumables and crew and carrying out all surveys and setting out, etc., and preparation of all record drawings for the purpose of the execution of the Contract, shall be/are deemed to be included in the rates and prices indicated in the Bill of Quantities.

### **6.9.1 Topographic Surveys**

The Contractor will be permitted to use onshore established survey triangulation stations for triangulation surveys, leveling surveys or for checking purposes under the following conditions:

- that no station is damaged in any way;
- that any marks, flags or equipment required by the Contractor shall be placed adjacent to or directly above (if possible) the permanent mark in a position approved by the Engineer; and
- that the Contractor shall be responsible for establishing the true position and level of any mark, flag or equipment placed by him in relation to the permanent station.

Details of the position of permanent survey triangulation stations shall be supplied by the Engineer-in-charge on request. Any further survey triangulation stations required by the Contractor shall be established by the Contractor at its own expense. All the survey processing, plotting etc. shall be automated survey system with necessary checks including manual verification as may be required. All the survey data collected shall be made available to the Engineers for verification before such survey is finally accepted by him.

### **6.9.2 Hydrographic Surveys**

Hydrographic surveys / Chart processing works shall be performed with the Software PDS2000/Hypack by using dual frequency echo sounding equipment (Odom Echo trac MK III or equivalent) and an electronic positioning system (including DGPS reference station) with an accuracy which ensures that the requirements of the contract are achieved. The survey launch, survey equipment's, automated survey system software PDS2000/Hypack shall be approved by the Engineer before being brought to Site. The Contractor shall provide one desktop and one laptop with similar configuration (software and hardware) to the Employer for the duration of the contract, for evaluation and monitoring of the work. Contractor shall install and maintain a suitable automatic tide gauge with transmitter and receiver facility at an approved location close to the works. The Contractor shall at its own expense, provide, install, operate and maintain an approved Electronic Positioning System (DGPS) which shall fully cover the Site, including dumping areas etc. and shall be continuously operational throughout the Contract period. The system shall consist of ship-borne receivers on the dredgers and the survey launch, distance measuring units, the requisite number of shore stations, interfaces, track plotters, integrated automatic data handling and storage facilities and sufficient spares to enable uninterrupted operations of the system. Echo sounders/ equipment shall be capable of logging data

compatible with the computers apart from the facility of producing charts. The system shall be installed, tested and set to work for continuous operation during all dredging and survey operations. Once operational, the system shall remain in continuous operation until the post-dredge survey is completed and the final survey and as-built drawings have been signed and accepted by the Engineer. In the event of the failure of the Electronic Positioning System or if the same is found inaccurate by the Engineer, the Engineer may permit use of an approved temporary back-up system till the Electronic Positioning System is replaced or is again operational or the accuracy has been rectified and in such an event at its sole discretion order that the affected Works or part be surveyed again after the system is replaced or is again operational or rectified. No extension of time for completion shall be granted by the Engineer to the Contractor on account of discontinuity in the Electronic Positioning System. Any expenditure incurred by the Contractor on account of this shall be deemed to be included in the rates and prices quoted by the Contractor and shall not be paid for separately. The Electronic Positioning System shall at all times maintain a repeatable accuracy in horizontal direction of plus or minus 1m for any point within the Site. At the beginning and at the end of each day's soundings, the Bar check and positioning check shall be carried out to ensure the accuracy of the echo soundings as well as the positioning system and the result may be given to the Engineer along with the survey data. It is clarified that PDS 2000/ Hypack Software can be used for carrying out the hydrographic survey works.

To facilitate survey monitoring in the port at various locations towards safe navigation & berthing of vessels, DPA reserves the right to requisition the services of the Contractor's survey launch with survey equipment and survey personnel for a maximum period of two days during every fortnight. The employer's survey personnel shall be present onboard the survey launch and direct the contractor's survey personnel.

At in front of berthing jetty and for slope areas, where there is no possibility of carrying out echo sounding, Joint surveys shall be carried out by lead line sounding with dinghy boat at specified cross sections and sounding intervals as directed by Engineer in charge.

#### **6.10 Survey Launch /Sounding Equipment Etc.**

The contractor shall at its own cost provide and operate to the satisfaction of the Engineer an all- weather seaworthy air- conditioned survey launch complete with gear suitable for surveying and site investigation during the currency of the contract.

The launch shall be of air-conditioned steel hull construction with a shallow draft. It should have a maximum speed of 8/10 knots with excellent control and maneuverability at survey speeds. While sounding the speed of vessel

should be kept between 5-6 knots for the quality logging of the data. It should have a panoramic view from the wheel house. The survey launch shall be equipped with a dual frequency Echo Sounder type, preferably (Odom Echo trac MK III or equivalent) including inboard transducers, interfacing, heave compensator etc. capable of digital display and also recording on dry thermal paper, with sufficient number of spare parts and consumables. The wheelhouse should have sufficient space to accommodate and conveniently operate the survey equipment's. The size of launch shall be such that it can accommodate about 8 people while being used for transportation. It shall also have a minimum deck space of 3m by 5m and shall be equipped with safety gear as per the Indian Mercantile Act.

#### **6.11 Survey Personnel, etc.**

The Contractor shall, at its own cost charges and expense, engage well qualified, experienced and competent hydrographic surveyors to carry out all the necessary surveys, measurements and setting out of the works. The names, qualifications, and experience of such surveyors shall be submitted to the Engineer for his approval before they are engaged or deployed for the survey. The Contractor shall, for the purpose of checking the survey and setting out, provide to the Engineer all the assistance which he may require. The Surveyor shall be selected having appropriate experience, and as far as possible, the same surveyor shall be provided throughout the Contract Period. Before commencing any survey work or setting out, the Contractor shall give the Engineer not less than two days' written notice of its intention to survey or to set out or to take soundings for any part of the works in order that arrangements may be made for checking. The Contractor shall provide for the sole use of the Engineer and Engineer's Representatives, all necessary survey instruments and other equipment and all technicians, labour and attendants which the Engineer may require for checking the setting out and soundings. The Contractor shall maintain in good working order at all times, during the period of the Contract, the instruments and equipment provided by it. The Contractor shall provide at its own expense, any poles, staging's, templates, or profiles required by the Engineer for checking or measuring the works. Working shall be suspended for such times as necessary for checking the lines and levels of any part of the works, at no extra cost to the Employer.

#### **6.12 Calibration of Equipment**

The Contractor shall make suitable provisions for calibration of all survey and dredge monitoring equipment's including but not limited to Electronic Positioning System, Echo Sounder including the tide gauge and DLM and Volume Measurement Equipment, Track Plotter, etc. whenever directed by the Engineer.

### 6.12.1 Guidelines for pre and post dredging surveys

Various methodologies exist for the collection, processing and presentation of hydrographic survey Information. Whilst the presentation of such information is largely determined by the end user, the fundamentals of hydrographic data collection remain the same involving accurate measurement of the depth of water above a stated datum and the position of this measured depth, the conduct of survey operations when it comes to pre and post dredging requirement needs planning with few important aspects which are brought out in detail in succeeding paragraphs.

### 6.12.2 Survey Preparation and Planning

Survey preparation includes the planning of hydrographic task and ancillary activities which are necessary to support the collection of data which Includes activity such as equipment calibrations, setting up of monitoring station, carrying out check leveling etc.

### 6.12.3 Equipment Calibrations

Equipment calibrations need to be conducted at regular intervals and documented in order to support the quality estimate given to the final survey data set.

(a) **SBES Calibration.** Calibration of SBES is to be achieved by the bar check method.

(b) **MBES Calibrations.** Frequent check-calibrations or rigorous confidence checks are required at regular intervals (which can be as frequent as 1-2 weeks) and after significant component swap outs of key sensors

(c) **Tide Gauge Calibrations.** It is good practice to confirm automatic gauge readings with the level of the tide observed on a co-located tide pole, referenced to Chart Datum, at least weekly, if not dally, during survey operations. These comparisons provide a valuable record of the gauge performance and should be retained

(d) **Miscellaneous Checks and Calibrations.** Regular confidence checks of the vessel positioning system should be conducted at least weekly, preferably daily, during the course of a survey. A static check of the vessel's derived position against a mark ashore (e.g. a pin on a wharf) established to a higher order of accuracy is recommended. Calibration of ancillary equipment e.g. Sound Velocity probes, should be carried out by the equipment manufacturer and latest check certificates verified.

#### 6.12.4 Scale of Survey

All pre-dredging surveys are to be carried out on largest possible scale (Joint Quadruplicate survey charts to the scale of 1:500, 1:1000, 1:2000 or as directed by EIC to check the progress of Dredging).

#### 6.12.5 Horizontal Datum

Hydrographic surveys to be carried out based on WGS-84 datum using UTM as a grid.

#### 6.12.6 Vertical Control

The following is to be borne in mind while establishing vertical control for the survey:

- (a) Tide to be referred to preferably to a SOI benchmark and all depths to be reduced to Chart Datum.
- (b) Tide to be observed for the entire duration of-survey and no predicted tide is to be applied.
- (c) Period of observation of tide should be between 5 - 10 minutes, depending on range of tide.
- (d) The data collected is to be invariably compared with predicted tides to rule out gross errors.
- (e) Check levelling is to be carried out in case of established gauge from Bench Mark to Tide Pole/ATG.

#### 6.12.7 Data Analysis

Data collected during survey operations should be monitored closely to ensure the required standard and the desired extent of coverage is being met; however, it is not possible to fully assess the overall quality until all data can be viewed together or in suitably sized blocks. Crossline comparisons and various other consistency checks are undertaken at this time. Statistical analysis tool, where available are to be used for data validation and quality assurance. Areas requiring re-running, either because of gaps in coverage or due to suspect data, are identified at this stage.

**Sounding Accuracy:** The Total Vertical Uncertainty (TVU) will be as given for special order surveys enumerated in SP-44.

$TVU = \sqrt{a^2 + (b \times d)^2}$  , where  $a = 0.06$  and  $b = 0.0075$  and  $d$  being the depth measured.

Statistical evidence for quality assurance viz. the main line vs. cross line comparison at 95% confidence level and depth bias verses beam angle in case of multibeam are to be resorted to provide for quality check and quality assurance. This will provide for a check on data consistency and acceptance, prior volume computations.

**Points to be Considered:** Following points needs to be considered during conduct of survey:

- (a) It is important that the limitations of the survey equipment in use are fully considered during sounding operations. In particular, the performance of motion sensor equipment to be carefully monitored and survey operations suspended when it is apparent that the equipment is not coping with existing sea condition. This is particularly important in MBES operations where error tolerances are much smaller.
- (b) Sea condition: Survey operation should be ideally carried out in calm seas. In case of any swell motion sensor to be utilized and interfaced with echo sounder in order to compensate for roll/pitch.
- (c) Preferably higher frequency in range 200-220 KHz to be used for single beam echo sounder.
- (d) The frequency should not vary between pre and post dredging surveys.
- (e) Sound Velocity to be observed each day and in case of multibeam observation should be done with every change of tide. SV to be observed and applied with special care while in estuarine waters to cater for temporal/spatial variation.

### **6.12.8 Volume Computation**

In order to calculate volumes in dredging surveys, the methodology would be determined by following factors:

- (a) Technique of Sounding I.e. Single Beam or Multi Beam.
- (b) Nature of seabed i.e. smooth (sand or mud), harsh (rocky).
- (c) Shape of the channel i.e. vertical walls. The volume will be computed considering the depths up to the toe-lines on either side of the channel and the horizontal tolerance will be nil. Similarly, the volume will be computed up to design depth only.

Based on above factors, one of the following methodologies in any hydrographic software may be adopted:

- (a) **TIN Volumes:** Triangulated Irregular Network (TIN) Volumes are based



on the true positions of depths to calculate the volume of a surface. This calculation involves modelling the surface as a collection of small planes. TIN's can either be derived from a gridded bathymetry source (i.e. surface) or from a point cloud. One advantage in using the TIN method (particularly for point data) is that the true position of the source depths will be utilized in the volume calculation. Entire sounding data within the area in question can be considered. This is the historically preferred method for most dredging type applications where volume is critical.

**(b) Hyperbolic Volumes:** For this method, a hyperbolic cell is created from the centers of every four adjacent grid cells. The depths from the grid cells are used as the depths for the corners of the hyperbolic cell. For this calculation, the surface is modelled as a collection of hyperbolic paraboloid sections, with a hyperbolic paraboloid created to smoothly pass through the points of each hyperbolic cell. This gives a smooth approximation of the surface and good volume results but is processing intensive and time consuming.

**(c) Rectangular:** In this method, a single depth value from each cell (or bin) in the surface is used to calculate the volume. The surface is modelled as a collection of disjointed rectangular prisms, with the depth for each grid cell becoming the depth of the prism. In comparison to the previous hyperbolic method, this results in a much more 'simple' volume calculation which is processed much faster, however the accuracy of the computed volume may not be as reliable. One limitation on the rectangular volume method is the inability to perform a volume calculation against a sloped or non-horizontal surface in a reference model (for example the bank of a channel). This is because by definition, a rectangular prism cannot have a sloped edge, so only horizontal reference surfaces are supported.

Dredging quantity calculations shall be calculated by using Simpsons Rule/ Tin model as directed by Engineer in charge based on Joint Quadruplicate Pre. / Prog/ Post Dredging Hydrographic survey charts.

**Volume Comparisons.** As previously outlined, there are a number of different methods available to the Hydrographic Surveyor or Engineer for volume determination. Depending on the technology available to conduct the survey, different methods may be adopted to calculate and derive the volumes, but one approach may produce a more realistic solution. If the user only has access to a single beam echo sounder, they will be limited to end area volumes and TIN volumes. For a full density multibeam survey, rectangular and hyperbolic volumes can also be taken into consideration.

The nature of the seafloor (or riverbed/reservoir) could be another factor in determining the most suitable volume method to be used. If the bottom topography is smooth (such as with sand), hyperbolic volumes, which produce

a smooth estimate of the terrain using constructed hyperbolic paraboloids could yield the best results. For a harsher, rocky terrain, TIN volumes utilizing the true positions of each depth may be the most robust answer. It's necessary to test and validate the possible solutions on a number of data sets to assess their merit.

Prior to arriving as the dredged volume adequate attention is to be paid vis-à-vis provision on the contract in terms of over dredge allowance permissible and other factor that would have a bearing on dredged volume to be computed.

#### **6.13 Data from Surveys:**

All raw data on recording paper and matte Film or CD/USB of echo sounder data and tide gauge recorded data shall become property of the Employer after the surveys and drawings have been completed.

#### **6.14 Breakdown of Positioning System:**

The Contractor shall inform the Engineer forthwith of any breakdown, or irregularities in Electronic Positioning System.

The Contractor shall not be entitled to extension of time for delay incurred in the dredging or maintenance operations or it shall be entitled to any amount due to malfunctioning of the Electronic Positioning system.

#### **6.15 Monitoring of the Dredging Process**

The Contractor shall for the purpose of ensuring that the Work is executed as per schedule and with a view to control and verification of operations, ensure continuous monitoring and recording of the dredging process. The Contractor shall provide at its own expense, the electronic dredger positioning and control systems including necessary instrumentation, sensors, calibration, data storage and displays and shall ensure the continuous operations thereof. The Contractor shall daily make available to the Engineer the data collected by the Contractor fully decoded and processed, and the same shall at all times be open for inspection by the Engineer or his representatives. The Contractor shall allow the Engineer or his representative to check the data/dredging process onboard on request/ whenever required.

The Contractor shall provide/submit the DLM prints, track plot charts to the engineer everyday showing the areas where dredging operations are carried out including the areas where dredged material is disposed of. All data and evaluation thereof made available by the Contractor to the Employer shall remain in the custody of the Employer.

To facilitate day to day monitoring of the dredging work and hydrographic survey and other related works, the contractor shall provide one four-wheeler vehicles (Innova AC or equivalent) for use by the Employer and their representatives with drivers, fuel and tall taxes/other taxes available during execution period on all days including Sundays and holidays. No any extra payment shall be made. The vehicles must be in good condition with a commercial permit and third party insurance. The rate quoted by the bidder shall be inclusive of the above service. If contractor fails to provide the vehicle during the requirement of the same, Rs. 5000/- will charged as Penalty for that day.

During the site visit/survey, as and when required, the contractor has to provide suitable arrangement for accommodation to DPA officials. No any extra payment shall be made on these account. The rate quoted by the bidder shall be inclusive of the above service.

#### **6.16 Deposition of Dredged Soil**

All the soil and other dredged material excavated by the Contractor under this Contract shall be deemed to be the property of the Employer and deemed to belongs to the Employer and shall be disposed of only in such manner as directed by the Employer. The dredged material from the proposed dredging work shall be disposed at the specified disposal grounds as explained below:

(a)The dredged material by dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., at Ghogha Ro-Ro terminal, Gujarat shall be disposed at the designated dumping ground at Lat-21-40.202' N, Long-72-23.197' E, approximately at a distance of 6 NM.

**Note: (i) All the coordinates given in this tender are WGS 84 Coordinates System.**

#### **6.17 Pre-dredging Survey**

Before starting dredging operation, the Contractor shall at its cost charges and expenses carry out a quadruplicate/ quantruplicate joint survey of the seabed, in the presence of the Employer/Engineer and a third independent outside agency to be nominated by the Employer. In case the new dredging contract work has been awarded to other dredging company other than the present dredging contractor, five party joint survey shall be conducted for both pre/post dredging surveys. (i.e. consisting of contractor, third independent survey agency, PMC and the Employer).

The dredging contractor has to make suitable arrangements for such 5 party joint pre/post surveys at its own cost and expenditure. The Engineer/ representative of Engineer shall always accompany with all the surveys and

his signature is to be obtained on the processed survey charts along with all the other parties involved in the survey. The level of the seabed shall be recorded by means of echo sounding equipment selecting both the frequencies of 33KHz and 210KHz, simultaneously. However, for payment purpose the level of seabed based on pre dredging and post dredging survey results of echo sounding frequency 210 KHz only shall be considered. The Contractor shall supply all necessary equipment personnel for carrying out such surveys. The equipment shall be calibrated in the presence of the Engineer before and after carrying out soundings. All the levels shall be reduced to Chart Datum. On completion of the surveys the Contractor shall prepare record drawings to show the surface levels of the seabed. The required number of copies of these drawings shall be signed by the Contractor and the Employer and to be given to the Engineer.

#### **6.18 Interim Surveys**

The Contractor shall carry out Joint surveys of the works at monthly intervals or at such intervals as may be decided by the Engineer. The method of sounding shall be same as adopted for the pre-dredging survey.

On completion of each interim survey, the Contractor shall prepare record drawings showing surface levels of seabed reduced to Chart Datum. The required number of copies of these drawings shall be signed by the Contractor and the Employer and to be given to the Engineer.

#### **6.19 Tolerance for Dredging- deleted**

#### **6.20 Final Survey to Determine Levels after Dredging**

On completion of the work, the Contractor shall give notice to the Employer/Engineer of its intention of carrying out the Final Survey. The Contractor shall at its cost charges and expenses carry out a quadruplicate joint survey of the seabed, in the presence of the Employer/Engineer and a third independent outside agency to be nominated by the Employer. On completion of each Final Survey, the Contractor shall prepare record drawings showing surface levels of seabed reduced to Chart Datum based on the depths obtained with echo sounding frequency of 210 KHz. The required number of copies of these drawings shall be signed by the Contractor, independent outside agency and the Employer and to be submitted to the Engineer.

#### **6.21 No Payment for Over-dredging**

Contractor shall not be entitled to any payment in respect of any additional depth and width dredged by the Contractor (over dredging) beyond the design

depth of 7m BCD in the said dredging locations.

## **6.22 Survey of Disposal Grounds**

Before starting the Work (pre dredging), during the execution of Work (interim survey) and on completion of Work (final survey), the Contractor shall at its cost, charges and expenses also carry out the survey of site where the dredged material is to be dumped in the same manner as pre dredging or interim or final survey of area to be dredged. During the currency of the Contract, the Contractor shall periodically carry out survey of the offshore disposal grounds as directed by EIC. The cost of carrying out such surveys shall be deemed to be included in the unit rates for dredging quoted by the Contractor.

## **6.23 Measurement for Payment**

### **6.23.1 Soundings:**

The Contractor shall dredge the approach channel, turning circle Berth pockets and surroundings of Landing Pontoon of the Ghogha Ro-Ro terminal to the specified depth and width. During every month throughout the contract period the quadruplicate joint soundings shall be carried out to know the width and depth of the area involved for dredging using frequencies 33 kHz and 210 kHz simultaneously or any other method approved by the Engineer. However, the depths obtained from the frequency of 210 KHz shall be considered for payment purpose based on pre and post dredging surveys. Such echo sounders/ equipment shall be capable of logging data by using the Hydrographic Survey Software PDS2000/Hypack for producing charts. Sounding shall be taken at cross sections of 10m interval along the channel. Soundings across the channel shall not be at a distance of more than 5 m.

A joint quadruplicate (i.e. representatives of the Employer, Engineer, Contractor and an outside agency as the third party) survey shall be carried out before the dredging work is started and the Contractor shall submit the copies of charts having the soundings to the Engineer/Engineer in charge before the dredging work is started. Similarly, a joint quadruplicate post dredging survey shall also be taken at the time of taking over and completion of work and during each month for releasing the running account bills. Five copies of each of the charts and drawings shall be submitted by Contractor to the Engineer within three days of the survey conducted.

### **6.23.2 Grid Points**

Grid points are the locations where soundings are to be taken for the purpose of preparing the sounding charts. The location of the grid lines shall be determined in such a way that they are at an interval not more than 10m along

the longitudinal direction of the channel. The points on the grid line across shall be not more than 5m apart. Thus, the grid points on the cross section shall be at 5m interval, the starting grid point shall be at the edge of the channel. However, the charts should contain 5 extra soundings on the same intervals on either side beyond the channel limits along all the specified cross sections.

### 6.23.3 Target Depth, Widths & Length at Ro-Ro Ghogha:

The Contractor during the Contract Period is expected to maintain the width & depth of the channel as mentioned below. For this purpose, the portion of the channel where the dredging is to be carried out as indicated below;

Target width and depth for Dredging in the channel to be achieved:

Sl. No	Dredging Area	Width to be Achieved & Maintained	Depth to be Achieved & Maintained below existing depth	Tentative Estimated Quantity in cu. m	Length
1	Approach channel	100m with natural slope	7 m below CD from existing depths	3,96,000	4.15 Km
2	Turning Circle	300m diameter	7 m below CD from existing depths		

### 6.23.4 Target Width & Depths- deleted

### 6.23.5 Payment Schedule

#### 6.23.5.1 Dredging in the Approach channel – item no. 2 of BOQ

Dredging the Approach channel of Ghogha from the existing level to 7m BCD. The payment for dredging for item no 2 of BOQ shall be made on the actual in-situ quantity removed by contractor based on the quadruplicate survey at the rate quoted by them for the above items respectively of BOQ. The actual quantity shall be worked out from pre-dredge, interim and post dredge survey work and volume shall be computed by survey software generated TIN model-based volume calculation or any other approved method as approved by the Engineer. The employer shall release the above monthly payments after recovery of the amount, if any, as per the conditions of the Contract.

If the contractor completes the deepening as per Items Nos. 2 of BOQ earlier than the target period of 2 months; the following will be applicable:

(a) Upon achieving 7 m below CD at approach channel, the contractor shall submit in writing to the Engineer that the target depth of 7m below CD has

been achieved in entire length and width of the approach channel.

(b) The Employer shall consider the above submission and organize a joint quadruplicate hydrographic survey in the above mentioned Zone of the navigational channel. If the hydrographic survey establishes that the target depth has been achieved in the above mentioned Zone, the Engineer In-Charge shall certify the same in writing.

(c) the Employer will implement payment against Items No. 3 of the BOQ as per Clause 6.23.5.2 and payment against BoQ for item no. 2 will cease.

(d) No other incentive / claim whatsoever from the contractor will be entertained by the Employer for early completion of the dredging at approach channel.

#### **6.23.5.2 Dredging - item no. 3 of BOQ**

The payment for dredging against Item No 3 of BOQ shall be made on the actual in-situ quantity removed by contractor based on quadruplicate survey at the rate quoted by them for the above items respectively of BOQ. The actual quantity shall be worked out from pre-dredged, interim and post dredged survey work and volume shall be computed by Survey software generated TIN model-based volume/ Simpson's Rule calculation or any other approved method as approved by the Engineer. The employer shall release the above monthly payments after recovery of the amount, if any, as per the conditions of the Contract.

However, in case of non-maintenance of 7m depth below CD, during subsequent months after achieving the depth of 7m below CD, relevant recoveries as per Clause No. 6.23.5.4 shall be applicable.

#### **6.23.5.3 Layout Drawings / Charts:**

The general layout drawings for Dredging in approach channel, turning circle Berth pockets and surroundings of Landing Pontoon of the Ghogha Ro-Ro terminal, Gujarat is shown in attached drawing.

Depth and slopes for dredging

<b>Dredging area</b>	<b>Depth to be achieved below C. D</b>	<b>Side slope</b>
Approach channel	7 m	slope up to 1:6
Turning Circle	7 m	slope up to 1:6

#### **6.23.5.4 Compensation for not maintaining the target depths and widths**

As per joint quadruplicate pre-survey sounding chart shows ruling shortfall is nil or predetermined. The successful bidder should maintain minimum depth 7m BCD of channel for maintenance dredging under guarantee depths and widths.

The dredging shall be carried out in such a way that the depths should not fall down below the pre dredging soundings and the same shall be maintained as per table above

Ruling shortfall statement shall be applicable from the 2<sup>nd</sup> RA Bill onwards for item nos. 3 of BOQ.

The contractor shall carry out maintenance dredging in approach channel, turning circle Berth pockets and surroundings of Landing Pontoon to maintain the required depths/widths as indicated in the tender documents failing which the recovery of amount from the bills of the contractor for ruling shortfall in depths shall be made as per clause no. 6.23.6 from 2<sup>nd</sup> Month of the date of commencement of the proposed maintenance dredging work for the item nos.3 of BOQ.

For any reason whatsoever if the contractor is not able to maintain the required depth and width in the channel to the required depth and width approach channel, turning circle Berth pockets and surroundings of Landing Pontoon as specified in Clauses 6.23.3, the Employer shall be entitled to recover from the Contractor for such non-performance/failure an amount not exceeding the amount calculated on the basis for the non-performance based on the higher ruling short fall value determined on the basis of the joint Quadruplicate monthly soundings taken by the Contractor as provided in the Contract.

#### Penalty Terms for Ruling Shortfall in Depth

Ruling shortfall in depth (in metres)	Penalty as percentage of the Total monthly amount quoted by the contractor for Item No. 3 of BoQ for every month of existence of non- performance / failure in approach channel, turning circle Berth pockets and surroundings of Landing Pontoon
0.2	10%
0.3	15%
0.4	20%
0.5	25%
0.6	30%
0.7	35%
0.8	40%
0.9	45%
1	50%

#### Shortfall: -

Recovery of shortfall will be considered as a specified depth of 7 m below CD minus actual depths available in approach channel, turning circle Berth pockets and surroundings of Landing Pontoon. If the sounding depths available are more than the specified depths of 7m below CD it



will be considered by restricting to the specified design depth of 7m below CD for calculating the short fall in depth.

Note:- In case regular monthly bill survey (which shall be carried out at  $30 \pm 4$  day interval) could not be conducted in any month(s), due to bad weather or any other reasons, the recovery for such month(s) will be made, at the same percentage of shortfall in depth, in succeeding month, in which monthly bill surveys is conducted. However, recovery for the shortfall in depth, in which monthly bill survey is carried out, will also be made.

The soundings will be rounded off to 0.1 m. The fraction of soundings / values less than 0.05 will be rounded down and the fraction of soundings / values equal to or greater than 0.05 will be rounded up. The shortfall shall be determined as per the following formula:-

Ruling shortfall is the shortfall value such that the number of shortfall values including the grid points where soundings are missing which exceeds this value shall be 1% of the total number of shortfall values of all soundings in the channel.

An example for calculation of Ruling shortfall is furnished as under:

Total number of grid points	N	= 1000
Total number of grid points where the soundings missing in the channel		= 2

Ruling Shortfall shall be

$\{[(N/100)+1] - \text{the number of grid points where soundings are missing in the channel}\}^{\text{th value}} = 1000/100+1-2 = 9^{\text{th}}$

For example, following are the shortfall values (i.e. 7 m- actual depth as per the quadruplicate monthly survey chart) in the descending order.

1<sup>st</sup> grid point 2.5 m  
2<sup>nd</sup> grid point 2.2 m.  
3<sup>rd</sup> grid point 2.1 m.  
4<sup>th</sup> grid point 1.9 m.  
5<sup>th</sup> grid point 1.6 m.  
6<sup>th</sup> grid point 1.2 m.  
7<sup>th</sup> grid point 1.0 m.  
8<sup>th</sup> grid point 0.8 m.  
**9<sup>th</sup> grid point 0.6 m.**  
10<sup>th</sup> grid point 0.3 m.  
11<sup>th</sup> grid point 0.2 m.  
12<sup>th</sup> grid point 0.1 m.

i.e. from the above, the ruling shortfall will be 0.6 m. and the employer shall recover the compensation for the ruling shortfall as per the percentage shown in the tender document. Above shortfall soundings is

not allowed 7m either side.

The recovery of every month ruling short falls if any is applicable from the 4<sup>th</sup> RA bill to 11<sup>th</sup> month or up to pre-final payment in case of any extension granted by the employer. However, the recovery of final month will be applicable as under.

At the end of the contract period, the contractor has to hand over the dredging area to the employer with the width and depth as specified under clause number 6.23.3 failing which penalty for the left-over quantity shall be made at Rs 800/- per cu. m, based on the final quadruplicate / quintuplicate survey result. The recovery will be in lieu of the penalty recoverable for shortfall due at the time of the final survey to be conducted at the end of the 12<sup>th</sup> month.

Note-1: The grids where sounding is missing will be recorded first in the descending order table, meaning that the shortfall values corresponding to these grids are considered to be higher than the highest short fall value of the soundings taken.

If the ruling shortfall in depths exceeds more than 1.0 m the contractor shall be given one-month notice to improve the depths failing which the employer may terminate the contract and the balance pending work may be executed by the employer at the risk and cost of the contractor

#### **6.24 Mobilization of Additional Equipment**

The target widths and depths to be achieved have been specified. In case the Contractor is not able to achieve these targets with the dredgers already deployed for the work, the Contractor at his option or if called upon by the Engineer shall mobilize an additional Dredger so that the Contractor is able to achieve the target.

The additional dredger to be provided shall be at the cost /charges and expenses of the Contractor and the cost for the same shall be deemed to have been taken into account in the price quoted by the Contractor. For deployment of any such additional equipment, no claim whatsoever will be entertained by the Employer.

#### **6.25 Acceptance**

The Contractor shall notify the Employer in writing, when it considers the Works as completed. Within fifteen days of receipt of such notice, the Employer/Engineer shall survey the areas jointly with the Contractor in the presence of the Employer and a third independent outside agency to be

nominated by the Employer. The dredging work shall not be considered as complete nor shall the same be taken over by the Employer until confirmed by a survey that the seabed is dredged to specified levels and profiles.

**6.26 Access to Works, Plants, etc.:**

The Employer or his representatives shall have at all times access to the Contractor's Equipment and the Contractor shall provide necessary water transport facilities at its own cost for them from the waterfront to the Site.

**6.27 Inspection**

A launch shall be made available at site for the Employer or for their authorized representative to access the dredger and for inspection of the Works in progress.

# **Section –VII**

## **Special conditions of contract**

## **SECTION-7**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **7.1 GENERAL**

**7.1.1** Special Conditions shall be read in conjunction with the General Conditions of Contract, specification, Drawings and any other documents forming part of this contract wherever the context so requires.

**7.1.2** Notwithstanding the sub-division of the documents in to these separate section and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

**7.1.3** Where any portion of the general Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions, the provisions of the Special Conditions shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to be extent of such repugnancy of variations, prevail.

**7.1.4** Where it is mentioned in the Specification that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.

**7.1.5** The materials, design and workmanship shall satisfy the relevant Indian standard, the specification conditioned herein, and codes referred to. Where the specifications stipulate requirement in addition to those contained in the Standard codes and specifications these additional requirements shall also be satisfied.

#### **7.2 THE WORK**

##### **7.2.1 Scope of Work**

The scope of work is defined in the technical specifications. The contractor shall provide all necessary materials equipment and labour etc. For the execution of the work till completion. Prior Approval of the EIC is required for the use of the materials before it is used in the work of Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal - Gujarat.

Design depth: - 7.0m below CD

Tentative duration: - 12 months

Type of Dredger: - Suitable Trailer Suction Hopper Dredger (TSHD)/ Backhoe Dredger(BHD)/cutter Suction Dredgers(CSD)/Grab Dredger etc.

Tentative Dumping Ground Location: Lat-21-40.202' N, Long-72-23.197' E, approximately at a distance of 6NM or as directed by EIC.

The scope of work consists of Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal - Gujarat.”

1. The dredging work is required to carry out at in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal - Gujarat. for a period of 12 months for smooth functioning of ferry operations.
2. Contractor shall arrange latest working computer set system with UPS, laptops, color printers with Xerox & scan facility, plotter (36”), 1 TB/2 TB Hard Disk, stationary, office furniture etc. for the entire contract period.
3. Contractor has to provide a 4-wheeler (Innova AC or equivalent) with fuel and tall taxes/other for DPA officials/representatives as and when required for smooth monitoring of Dredging throughout the contract period. No any extra payment shall be made. If contractor fails to provide the vehicle during the requirement of the same, Rs. 5000/- will charged as Penalty for that day.
4. The contractor has to carry out the entire Dredging work up to the designed Depths and shall handover the areas after completing the dredging at the end of the contract period separately with the post levels as 7m BCD.
5. Payment will be based on in-situ quantity arrived from joint quadruplicate Hydrographic survey charts. Cumulative Dredged quantities shall be calculated based upon the Base Depth/Pre-Survey chart basis and net dredged quantity shall be paid for the amount of work done during that month. At the end of the project, all the Dredging areas shall be handed over to DPA by achieving a dredging depth of 7m BCD as final levels.
6. The tidal data shall be measured by Tide gauge located at Jetty close to Survey area. The tidal data shall be measured at every 5min. interval throughout survey period. This observed tide shall be used to reduce raw water depth to chart datum.
7. Extension of time shall be allowed for completing the Dredging work if Dredging work can't be carried out due to rough weather condition prevailing at site during lockdown period, Weather Down-Time period etc.
8. Joint Quadruplicate/ quantruplicate Pre-Dredging Hydrographic survey shall be conducted for accessing the dredged quantities, the same levels shall be treated as Base Depth and shall be taken into consideration for payment of all bills till completion of the said work.
9. For smooth functioning of the dredging work, double handling method may be accepted depends on the site conditions.
10. During the course of Dredging, if any unforeseeable item has been identified,

the same shall be informed by the contractor to the EIC prior to execution. After certification of the same by DPA, the payment for same shall be made on mutually agreeable rates after certification of Joint Quadruplicate team.

11. The Dredging operations shall be smoothly carried out in such a way that the execution of the Dredging doesn't obstruct any Navigational movements and the Dredger and its Auxiliary units shall not cause hindrance to any ferry movements and other surrounding activities.
12. The Contractor shall at its cost charges/ expenses perform and carry out necessary survey works.
13. The disposal of dredge material should be in such a way that no hopper leakage will occur during operation.

### **7.2.2 Nature of Work**

The works under the contract comprise the dredging of sand, silt, clay and admixture of the same from within the Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal - Gujarat and dispose of the dredged material into the designated locations at sea as per the drawing.

### **7.2.3 Duties of the Engineer's Representative**

The Engineer's Representative is a person appointed by the Engineer. The Engineer's Representative is responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to the Engineer's Representative by the Engineer.

### **7.2.4 Engineer's Authority to Delegate**

The Engineer may from time to time delegate to the Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing. Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect provided that:

(a) any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work, materials or Plant and to give instructions for the rectification thereof.

(b) if the Contractor questions any communication of the Engineer's Representative, he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.

### **7.2.5 Deployment of Staff by the Engineer**

The Engineer shall deploy any number of persons from his firm or appoint any number of persons in the carrying out duties. Such persons have the authority to carry out their duties, acceptance of materials, verifications of drawings, checking the surveys, quantities of dredging, checking the locations of disposals of dredged material, plant or workmanship as being in accordance with the Contract, and any instructions given by any of them to the Contractor for those purposes shall be deemed to have been given by the Engineer's Representative on behalf of the Engineer of Deendayal Port Authority.

## **7.3 THE SITE**

### **7.3.1 General Site Information**

As per Technical specifications/ site information given in the intending tenderers are expected to visit the site and satisfy themselves on the actual site conditions, meteorological and oceanographic data, soil/subsoil strata to be dredged and the areas identified for disposal of dredged material, before tendering. Whatever information regarding surface and subsurface strata, climatologically, oceanographic data given in the tender documents are only intended as a general guidance for the contractor and no warranty is give' for the correctness of the same.

## **7.4 SURVEYS AND LEVELS TO BE AGREED**

**7.4.1** Before the works of any part thereof begun, the Contractor's agent, a third party as appointed by the Employer, Employer and the Engineer's Representative shall together survey and take levels of the site of the works both above and below water level / Chart Datum level, and agree all particulars on which the measurements of the works are to be based. Such particulars shall be plotted by the Contractor and after agreement, the drawings shall be signed by the Contractor, Engineer or his authorized representative, Employer and the authorized signatory of the third party appointed by the Employer.

**7.4.2** Failing such surveys and agreements being prepared and/or signed by the contractor, the survey of the Engineer shall be final and binding on the Contractor.

**7.4.3** The contractor shall be entirely responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify any errors or imperfection therein. Such rectification shall be carried out by the contractor, at his own cost.



## **7.5 SETTING OUT THE WORKS**

**7.5.1** The Employer shall furnish the relevant existing grid points with bench Mark with reference to Chart Datum. It shall be Contractor's responsibility to set out the necessary central points on land and to set out alignment. The contractor shall have in his employ efficient survey team for this purpose and the accuracy of such setting out works shall be contractor's sole responsibility.

**7.5.2** Before beginning the work, the Contractor shall work out the control points on grounds which are pre requisite for carrying out hydrographic surveys, accurately, with suitable markers as approved by the Engineer. All these points and markings shall be checked and approved by the Engineer or Engineer's Representative before starting the work.

**7.5.3** The contractor shall also provide necessary equipment, labour and other facilities for proper checking of triangulation / benchmark stations and inspection of the points during the survey and dredging operations at no cost to the Employer.

**7.5.4** The contractor shall give the Engineer not less than 24 hours' notice in writing of his intention the set out or give levels for any part of the works so that arrangements may be made for checking the work.

**7.5.5** Work shall be suspended for such times as necessary for checking lines and levels on any part of the works.

**7.5.6** The Contractor shall at his own expense provide all assistance which the Engineer may require for checking the setting out.

## **7.6 ORDER OF WORKS**

The order in which the works are to be carried out shall be to the approval of the Engineer and shall be such as to suit the detailed method of dredging, adopted by the contractor as well as the CPM schedule. The works shall be carried out in such a manner so as to enable the other contractors to work concurrently so that the entire project may be brought into use immediately after the completion of works.

## **7.7 CO-ORDINATION AND INSPECTION OF WORKS**

The Co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer. The written instructions regarding any particular work will be normally passed by the Engineer. A work order

book will be maintained by the Contractor for each sector which aforesaid written instructions will be entered. These will be signed by the Contractor or his authorized representative by way of acknowledgment within 12 hours.

#### **7.8 WORK IN MONSOON**

The execution of the work entails working in the monsoon also. No special rate will be considered for such work in monsoon.

#### **7.9 CONTRACTOR'S WORKING AREA**

The Contractor shall be allowed working area as required by the Employer from time to time.

#### **7.10 TEMPORARY WORKS, OFFICE, JETTY, ETC.**

The Contractor shall submit to the Engineer for his approval, drawings and proposals for any temporary works such as storage yard, office, store, and workshop, etc. which he intend to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Engineer.

The Contractor shall obtain permission for any temporary work and would ensure that during execution of works the statutory requirements of the concerned authorities such as Deendayal Port Authority, Police, etc. would be complied with.

Materials for permanent works shall not be used for temporary works unless otherwise approved in writing by the Engineer.

Not less than one month before the date when the Contractor intends to start erecting any part of the temporary works and staging required for carrying out the works he shall furnish to the Engineer complete drawings of that part of the temporary works and staging. The Contractor shall at the same time, if so required by the Engineer furnishes calculations in respect of such temporary works. The Contractor shall also furnish to the Engineer drawings showing the method proposed for the erection of the various parts of the work.

The furnishing to the Engineer any design for any temporary works and staging shall not relieve the Contractor of any liability or obligation under the contract in respect of such temporary works and staging. All temporary works shall remain the property of the Contractor.

## **7.11 OPERATIONS OF THE EMPLOYER AND OTHERS**

The ordinary business and works of the Employer and others as carried out on and in the vicinity of the site will be continued during the construction, completion and maintenance of the works and the execution of the Contract shall be conducted in such a way as to avoid interference with traffic of every kind by land and by water and with any other works in progress in vicinity.

The Contractor's attention is drawn to the fact that other contractors employed by the Employer may be working in the vicinity.

## **7.12 PORT AUTHORITY RULES**

The Contractor shall observe the conservancy rules relating to the Harbour and shall always take such necessary additional steps to keep the harbor waters free of noxious or unhygienic matters coming from his works as are required by the Employer. Under no circumstances shall inflammable material be allowed to spill to the Harbour area.

The Contractor shall always observe and comply with the working rules and regulations of the Port Authority in force or as issued from time to time.

## **7.13 EXISTING SERVICES.**

Drains, pipes, cables, overhead-wires and similar services encountered in the course of the work shall be guarded from injury by the Contractor at his own cost so that they may continue in full and uninterrupted use to the satisfaction of the owners thereof or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

Should any damage be done by the Contractor to any drains, pipes, cables or lines (whether above or below ground), whether or not & shown on the drawings the Contractor must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer and of the owners.

## **7.14 ENTRY ON PRIVATE OR OTHER PROPERTY**

The Contractor shall not enter upon or commence any work in or upon, across or through any land, building or place being private property until authorized in writing by the Engineer or other competent authority to do so.

## **7.15 NOTICE OF OPERATIONS**

No important operations shall be commenced nor shall work outside the usual working hours be carried out without the consent of the Engineer in writing or without full and complete notice also in writing being given to him.

## **7.16 SECURITY AND SAFETY**

The Contractor shall comply with all regulations imposed by the Customs and Deendayal port Security Authorities in respect of the passage of Plant, Vehicles, materials and personnel through Customs and Port barriers.

The Contractor shall take all possible precaution to prevent out breaks of fire on the site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, explosives and all other dangerous or hazardous goods. He shall comply with all rules, regulations and orders of any Statutory Authority and of the Engineer at no extra cost to the Employer.

The Contractor shall obtain from the Employer details of any restricted areas in or around the site and shall have prominently and clearly displayed for the information of his staff and work people notices defining any such restricted areas. Such notices shall be provided at his own expenses.

The Contractor will be required to take entry passes to the restricted area of Port for all personnel laborers and vehicle. No claim whatsoever on this account will be entertained.

## **7.17 RETURNS AND DRAWINGS**

All reports, statement, returns, diagrams, photographs or drawings, etc. which the contractor is required to submit to the Engineer are unless otherwise directed, to be furnished in the triplicate.

## **7.18 POSSESSION PRIOR TO COMPLETION**

The Engineer shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not deem to be acceptance of any work completion in accordance with the contract agreement. If such, prior possession or use by the Engineer delays the progress of work, on equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly.

## **7.19 COMPLETION DOCUMENTS**

For the purpose of provision of **Clause 3.13 of the General Conditions of contract**, to treat that the work has been completed and issue a final payment certificate, the following documents will be deemed to form the completion documents:

- (i) The Technical documents according to which the work was carried out.
- (ii) The set of construction drawings showing therein the modifications and corrections made during the course of execution signed by the Engineer.
- (iii) Certificates of final levels as set out for various works.
- (iv) Certificates of tests performed for various works.
- (v) List of surplus materials returned to stores, if any.

## **7.20 DISPUTE IN MODE OF MEASUREMENT**

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode or measurement as per relevant Indian Standard Specification (Latest revision) shall be followed.

## **7.21 INCOME TAX**

Income tax on the gross amount bill shall be deducted from the Contractor's bill as per Section 194 C of the Income Tax Act or as applicable from time to time.

## **7.22 Terms & Conditions**

- (a) Delivery of the Dredging equipment's along with ancillaries will be at Ro -Ro Terminal, Ghogha.
- (b) On placement of Letter of Intent, the Dredging Equipment along with necessary ancillaries are to be made available at Ro -Ro Terminal, Ghogha.
- (c) The Bidder Shall Supply, Install and Put in commission all the Dredging Equipment and commence the Dredging operation. The Trailing Suction Hopper Dredgers deployed at Ghogha should be capable of dredging to a depth up to 20 m and should be equipped with necessary onboard equipment's such as DLM showing TDS, DGPS based Track Plotter, Echo- Sounder, Dredge Material Concentration Meter, etc. to ensure effective dredging operations and the print outs of same for each load should be produced along with DDR (Daily Dredging Report). The trailer suction hopper dredgers should carry technical specifications with good propulsion power and bow thruster (s) to enable effective dredging in the tidal waters.

The Bidder/contractor shall arrange the required the Dingy Boat/Survey vessel along with sufficient manpower and necessary Hydrographic equipment for all the joint Quadruplicate Bathymetry surveys at his own cost.

- (d) Regular joint Quadruplicate/ Quintuplicate Bathymetry surveys will be carried out with suitable survey Vessel/Lead line sounding once in a Month up to the required area as directed by EIC.
- (e) All the joint Quadruplicate/ Quintuplicate Bathymetry surveys (Pre, Progressive, monthly and post dredging surveys) shall be carried out with the representative of contractor and authorized DPA officials.
- (f) After the completing the joint Quadruplicate/ Quintuplicate Bathymetry survey and Lead Line Survey, the contractor shall process the survey data and submit the soft-copy and 5 sets of Hard copy of joint Quadruplicate Bathymetry Survey Charts to the scale of 1:500, 1:1000, 1:2000 or as Directed by EIC to check the progress of Dredging.
- (g) Hydrographic Surveys will be carried out as per requirement by the successful bidder/Contractor once in a month.
- (h) The dredger shall work continuously for smooth execution of dredging work for a maximum number of days in a month to achieve the desired targets considering minimum maintenance in a month. Alternatively, the L1 bidder shall arrange a spare dredging equipment ready at site whenever the need arises for un-interrupted dredging works.

Dredged quantities, survey charts and its results shall be certified by the representatives of joint quadruplicate/ Quintuplicate team (DPA, PMC, TPI & CONTRACTOR) at the end of every Month and Shall be considered for submitting a Running Account Bill.

- (i) Contractor shall arrange latest working computer set system with UPS, laptops, color printers with Xerox & scan facility, plotter (36"), 1 TB/2 TB Hard Disk, stationary, office furniture etc. for the entire contract period.
- (j) The contractor shall arrange suitable arrangements for keeping the dredger always in floating condition by providing sufficient buoyance, Anchors, Moorings so that in all tidal conditions the dredger shall be in a safe position. DPA is not responsible for any sinking/damage of the dredger during the entire contract period.
- (k) The Tidal data shall be measured by Tide gauge located at jetty close to Survey area. The tide data shall be measured at every five minutes' interval throughout survey period. This observed tide shall be used to reduce raw water depth to Chart datum.
- (l) The contractor shall be responsible for all contractors' equipment. When brought to the site, contractor's equipment shall be deemed to be exclusively intended for the execution of the works and shall be retained at the site till the completion of the work. The contractor shall not remove from the site any major items of contractor's equipment without the consent of the employer.
- (m) The dredging operations shall be smoothly carried out in such a way that the execution of the Dredging doesn't obstruct any Navigational movements and the Dredger and its Auxiliary units shall not cause hindrance to any ferry movements and other surrounding activities.
- (n) Health and Safety: The contractor shall at all times take all responsible precautions to maintain the health and safety of the personnel and all members who will be the part of the survey.
- (o) Reports and Documents: All reports and other documents prepared by the

Bidder/contractor in performing the services shall become and remain the property of Deendayal Port Authority. The Bidder/contractor shall not use these documents for purposes unrelated to this contract without the prior written approval of the DPA.

- (p) During the course of Dredging, if any unforeseeable item has been identified, the same shall be informed by the contractor to EIC prior to execution. After certification of the same by DPA, the payment for same shall be made on mutually agreeable rates after certification of Joint Quadruplicate/ Quintuplicate team.
- (q) The bidder shall carryout dredging in such a way dredging operations shall not cause hindrance to the ongoing Ro-PAX ferry operations between Hazira and Ghogha.
- (r) Contractor has to provide a 4-wheeler (Innova AC or equivalent) for DPA officials/representatives as and when required for smooth monitoring of Dredging throughout the contract period. If contractor fails to provide the vehicle during the requirement of the same, Rs. 5000/- will charged as Penalty for that day.
- (s) The contractor shall handover the each separately Dredging areas like Approach channel, turning circle, berth pockets, surrounding of landing pontoon etc. as soon as dredging completed up to the design depths immediately after carrying out joint Quadruplicate/ Quintuplicate Bathymetry survey, approved by EIC.
- (t) Extension of time shall be allowed for completing the dredging work if the dredging operations could not be carried out due to the rough weather condition prevailing at site and during lockdown period, Weather Down-Time period etc.
- (u) Joint quadruplicate/ Quintuplicate Pre dredging Hydrographic survey shall be conducted for accessing the dredged quantities, the same levels shall be treated as Base depth and shall be taken into consideration for payment of all bills till the completion of the said work.
- (v) For smooth functioning of the dredging work, double handling method may be accepted depends on the site conditions.
- (w) In case of non-performance or breakdown of the dredger during dredging work by Vessel, same shall be replaced by Bidder/Contractor within 05 days at his own cost without any additional mobilization and demobilization cost. From the 06th day onwards of the breakdown of the dredger, Penalty will be levied at 0.25% of the work order value per week subject to maximum of 5%, for non-performance days of Dredging in the particular period. If at all contractor fails to replace the breakdown dredger within 10 days may lead to termination of Contract and the balance work will be carried out at all the risk & cost of contractor & the amount will be adjusted from balance payment and security deposits of contractor."

## **7.23 Integrity Pact**

- i. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.
  
- ii. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

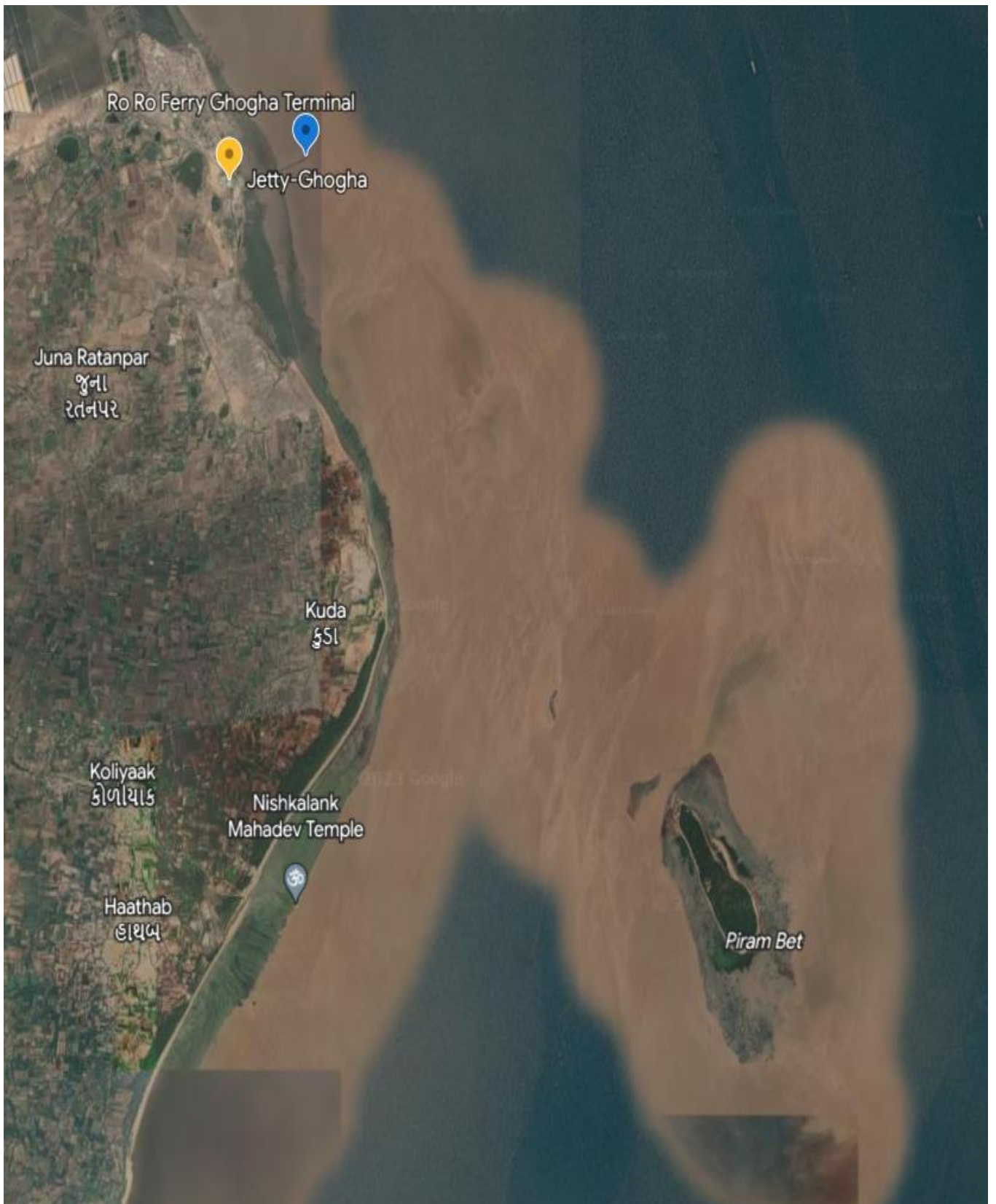


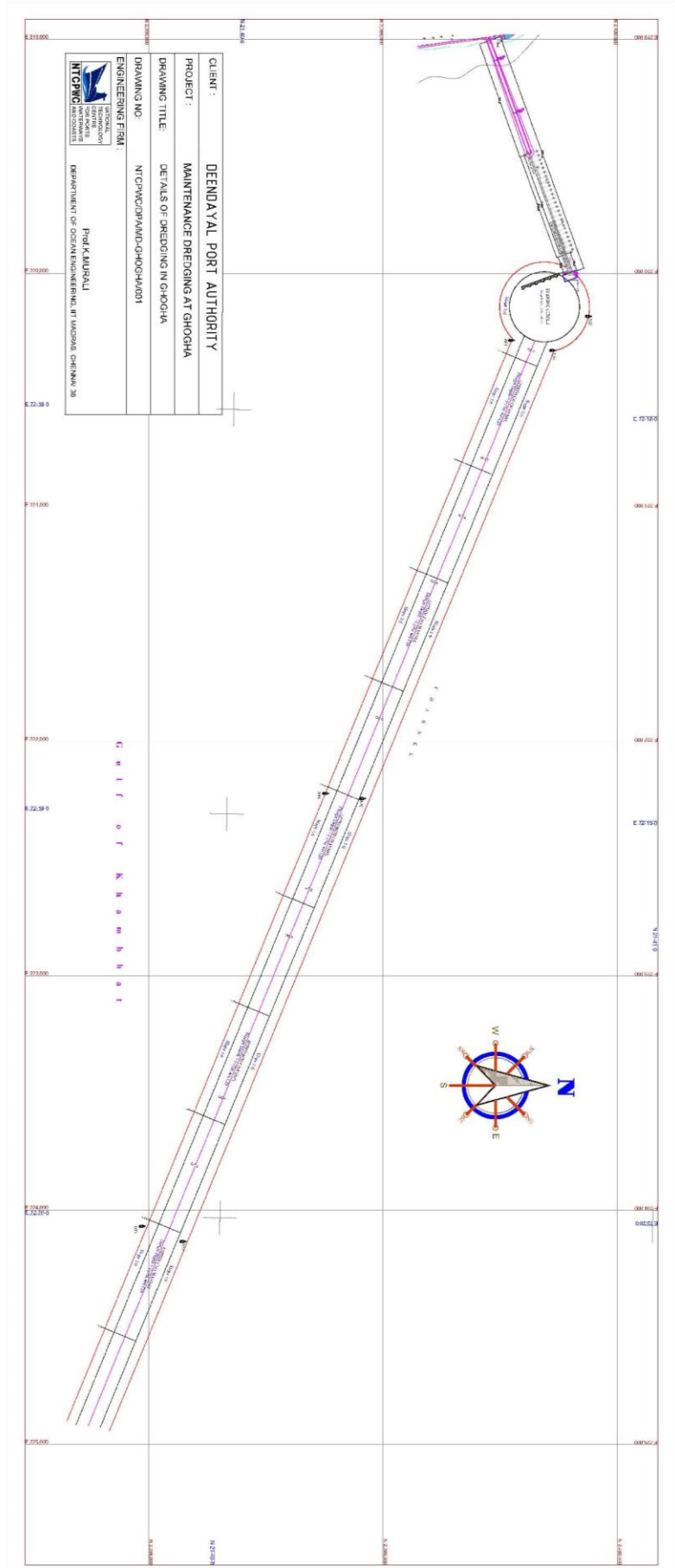
# **Section –VIII**

## **DRAWINGS**



GULF OF CAMBAY









# **Section– IX**

# **FORMS OF BID**

## ANNEXURE-1

### SPECIMEN EMD (Bank Guarantee Format)

[The Bank shall in accordance with the instructions indicated. To be executed on Rs.300/- non-judicial Stamp Paper] –

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[Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Employer/ Board]

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

**TENDER GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of [name of contract] under Invitation for Tenders No. [number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless otherwise extended at the request of the Contractor on whose behalf this guarantee is given.

- (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) if the Tenderer is not the successful Tenderer, upon the earlier of
  - (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
  - (ii) twenty-eight days after the expiration of the Tenderer's Tender or any extended period thereof.;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so- should also be enclosed]

**SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs**  
(To be executed on Bank's Letter Head)

Date: To,  
The Board of Trustees of Port of *[insert port]*,

Dear Sir,  
Sub: Our Bank Guarantee No \_\_\_\_\_ dated  
\_\_\_\_\_ for Rs. \_\_\_\_\_ favouring yourselves issued on a/c of  
M/s \_\_\_\_\_  
(Name of contractor)

.....

We confirm having issued the above-mentioned guarantee favouring  
yourselves, issued on account of M/s ..... validity for expiry up to date  
\_\_\_\_\_ and claim expiry date ..... up to \_\_\_\_\_.

We also confirm 1) \_\_\_\_\_ 2) \_\_\_\_\_ is/are  
empowered to sign such Bank Guarantee on behalf of the Bank and his/their  
signatures is/are binding on the Bank.

Name of Signature of Bank Officer



## ANNEXURE-2

**SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID**  
*(To be executed on Rs.100/- non-judicial Stamp Paper)*

To

The (PORT Address)

Dear Sir,

We ..... Particular ..... do hereby confirm that Shri ----- (Name, designation and Address) is/ are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against tender no (02- P/2024). ----- and his specimen signature is appended here to.

We confirm that we shall be bound by all and whatsoever our said signatory shall commit.

We understand that the communication made with him by the Employer/ Board shall be deemed to have been done with us in respect of this Tender.

**[specimen signature]**

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

**SPECIMEN FOR FORM OF BID**  
(To be executed on bidder's letter head)

*[The Tenderer shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted The Form shall be submitted in both the Techno- Commercial and Price Covers separately.] Date: [insert date (as day, month and year) of Tender Submission] Tender No.: (02- P/2024). [insert Tender number and Title]*

To: *[insert complete name of Port]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Documents, including Addenda No.: *[insert the number and issuing date of each Addenda, Clarifications issued after Pre-bid meeting along with Minutes];*
- (b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements in accordance *with the tender document bearing no. {insert Tender no. (02- P/2024) };*
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, is: *[insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]; [in case of Techno- Commercial offer it shall be mentioned that " as filled in the Price Bid"]*
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our Tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.] [in case of Techno- Commercial offer it shall be mentioned that "as filled in the Price Bid"]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]; [in case of Techno- Commercial offer it shall be mentioned that "as filled in the Price Bid"]*

- (e) Our tender shall be valid for the period of time specified in **NIT Sub-Clause 1.5 and ITB Sub-Clause 2.3.3** from the date fixed for the Tender submission deadline in accordance with NIT Sub-Clause 1.1 and **ITT Sub-Clause 2.2.6.1**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **ITB Sub-Clause 2.3.3**.
- (f) If our tender is accepted, we commit to obtain a performance guarantee in accordance with **ITB Sub-Clause 4.2** for the due performance of the Contract, as specified in specimen form for the purpose;
- (g) We, including any subcontractors or Contractors for any part of the contract, *[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the nationality each subcontractor and Contractor];*
- (h) We have no conflict of interest in accordance with **ITB Sub-Clause**.
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or Contractor s for any part of the contract—has not been declared ineligible by the Port, under laws of India or official regulations, in accordance with **ITB Sub-Clause**.

- (j) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with **ITB Clause 6.0** and as per specimen form the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.
- (l) We also make a specific not clauses of **[insert relevant nomenclature (in case of eqpt GCC, SCC and ITT)]** under which the Contract is governed.
- (m) In case of Out Station Firms, having a branch in India for liaison purposes, please mention the Name of the Contact person and Tel. No., Fax No., and mail- Id and also the Complete Postal Address of the Firm.
- (n) We understand that the Communication made with the Firm at (m), by the Port shall be deemed to have been done with us.

Signed: *[insert signature of person whose name and capacity are shown]*  
In the capacity of *[insert legal capacity of person signing the Form of Tender]*

Name: *[insert complete name of person signing the Form of Tender]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on day of \_\_\_\_\_ *[insert date of signing]*

## PRE-QUALIFICATION OF BIDDERS

The information to be filled in by the Bidder in the following pages will be used for purposes of Pre-Qualification as provided for in the Instructions to Tenderers.

**1. Only for Individual Bidders**

1.1 Constitution or legal status of Bidder (*Attach copy*)

Place of registration:  
Principal place of business  
(Power of attorney of signatory of Bid (*Attach*))

**2. Turnover of the Firm/ JV**

Year	Turn over
<i>[INSERT THE YEARS AS PER PQC, i.e. PREVIOUS THREE FINANCIAL YEARS ENDING 31<sup>ST</sup> MARCH 2023]</i>	

Attachments: Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports and certificate of financial turnover for the previous three financial years issued by a Chartered Accountant (in case of companies/ corporation) etc. List them below and attach copies.

**3. Similar Works**

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last 7 years	2022-23		
	2021-22		
	2020-21		
	2019-20		
	2018-19		
	2017-18		
	2016-17		

**Similar works means** – Similar dredging works means successfully completed dredging and capability of offshore disposal of dredged soil using suitable dredging equipment

**Attachments:** Supporting documents, viz., copies of work orders, successful work completion certificates from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Scan copy of Original TDS Certificate must be furnished if the work completion certificate from any Private Organization is submitted. Employer reserve the right to verify the information;

4. The following Contractor's Equipment is essential for carrying out the works. The Bidder should list all the information requested below. **[Only for Dredging Works]**

Item of equipment	Requirement No. Capacity	Owned/leased/to be procured	Nos./ Capacity	Age / Condition	Remarks (From whom to be purchased)

5. Proposed sub-contracts and firms involved **(NOT APPLICABLE)**

Sections of the works	Value of sub-contract	Sub-contractor (name and address)	Experience in similar work

6. Information on litigation history in which the Bidder is involved.

Other party(ies)	Port	Cause of dispute	Amount	Remarks involved showing present status.

7. Additional Information Bidder may like to submit Duly authorized to sign this Authorization on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Annexure-3**  
**EXCEPTIONS AND DEVIATIONS**

As pointed out in the Tender Call Notice, Bidder may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

S. No	Page No. of Bid Document	Clause No. of Bid Document	Subject Deviation

Note: However, the Bidders to note that un acceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from Bid conditions, specifications, delivery schedules, commercial terms as per the tender document.

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**LETTER OF ACCEPTANCE**  
(On letterhead paper of the

Date:

To: \_\_\_\_\_  
(name and address of the Contractor)

Dear Sirs,

**Sub:** Tender No. (02- P/2024).  
Title of the Tender

**Ref:** Your bid dated \_\_\_\_\_  
And [list of correspondence with the bidder]

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number, as given in the Instructions to bidders) for the Contract Price of \_\_\_\_\_ Indian Rupees (amount in words and figures as corrected and modified in accordance with the Tender document is hereby accepted by the Employer/ Board.

You are hereby requested to furnish Performance Security, in the form detailed in Tender Document for an amount of Rs. \_\_\_ within {14/21} days of the receipt of this letter of acceptance valid upto 28 days from the date of expiry of taking over certificate subject to removal of Defects Period i.e. upto \_\_\_\_\_ and also sign the contract agreement within {14/21} days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed Letter of Acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

**Authorised Signature**  
**Name and Title of Signatory**  
**Name of Port**

**ISSUE OF NOTICE TO PROCEED WITH THE WORKS**  
(letter head of the Port)

Dated

**[Only for those tenders requiring separate commencement letter especially when site handingover is required as per tender conditions]**

To  
(name and address of the Contractors)

Dear Sirs,

**Sub:** Tender No. (02- P/2024).  
Title of the Tender

**Ref:** Letter of Acceptance No. dated

Pursuant to your furnishing the requisite security as stipulated in **[Insert relevant Clause]** and signing of the contract for execution of the of \_\_\_\_\_, \_\_\_\_\_ you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is hereby notified that the **[site]** is being handed over to you w.e.f. **[date]** for execution of work in accordance with the contact documents.

Yours faithfully

(Signature, name and title of  
signatory authorised to sign on  
behalf of Employer/ Board)



## ANNEXURE-4

<b>SPECIMEN CONTRACT AGREEMENT</b> (To be executed on Rs.300/- non-judicial Stamp)
---

*[The successful Tenderer shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made  
the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

### BETWEEN

- (1) *The Trustees of Port of [insert name of the Port], an Autonomous Body of the Ministry of Ports, Shipping & Waterways of the Government of INDIA, incorporated under the Major Port Authority Act,2021 as Amended / replaced thereafter, under the Laws of India and having its principal place of business at [insert address of Port] (hereinafter called "the Port"), and*
- (2) *[insert name of Contractor], [incorporated under] the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called "the Contractor").*

WHEREAS the Employer/ Board invited Tenders against tender no. **[ (02- P/2024).]** for execution of **[TENDER TITLE AND BRIEF DESCRIPTION]** viz., and has accepted a Tender by the Contractor in accordance with the supply/ delivery schedules, in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

All the disputes related to submit contract shall be resolved through a conciliation committee / council comprising Independent Subject Tender Expert".

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Employer/ Board and the Contractor, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement;
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract;
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications, drawings);
  - (e) Notice Inviting Tender;
  - (f) Replies issued to the Pre-bid queries, addenda is any issued **[numbers and dates];**
  - (g) The Contractor's Bid and original Price and Delivery Schedules;
  - (h) The Employer/ Board's Notification of Award;
  - (i) [Correspondence the Employer/ Board had exchanged with the bidder till and after award of contract [specific letters and dates]; and
  - (j) [Add here any other document(s)]

AND WHEREAS

EMPLOYER/ BOARD accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesses and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby covenants with EMPLOYER/ BOARD that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/ BOARD does hereby agree with CONTRACTOR that EMPLOYER/ BOARD will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/ BOARD as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

5. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/ BOARD for the services rendered by EMPLOYER/ BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/ BOARD towards loss, damage to the EMPLOYER/ BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Employer/ Board

Signed: *[insert signature]*  
in the capacity of *[insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*  
in the capacity of *[insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*



Board 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 there under and the Contractor(s) shall have no claim against us for making such payment.

3. We, \_\_\_\_\_ further agree with the Board that  
(Name of Bank and Branch)

the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall, the request of the Contractor, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

4. We, \_\_\_\_\_ further agree with the Board  
(Name of Bank and Branch)

that the Board 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 contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors 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.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

6. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

7. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

8.\*Notwithstanding anything contained herein:

(a)Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_\_ (Indian Rupees\_\_\_\_\_ only);

(b)this Bank Guarantee shall be valid upto\_\_\_\_\_ ; and

(c)we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee).”

Date\_\_\_\_\_ day of\_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

## ANNEXURE-6

TABLE- 1(1)

### DETAILS OF PAST EXPERIENCE OF CONTRACTOR FOR SIMILAR DREDGING WORK

S. No	Name of Project	Location	EMPLOYER's Address	Commencement Date	Completion Date		Value	Duration of Contract
					Scheduled	Actual		

**ANNEXURE-7**

**TABLE - 1(2)**

**CONCURENT COMMITMENTS OF THE BIDDER**

S. No	Name of the Project	Employer's Address	Value of Work	Scheduled Date of		Expected Completion
				Commencement	Completion	

**SIGNATURE OF BIDDER**

**ANNEXURE-8  
TABLE- 1 (3)**

**LIST OF DREDGERS AND OTHER MAJOR EQUIPMENTS PROPOSED  
FOR THE WORK**

S. No.	Dredger/Craft Equipment Proposed (with registration)	Capacity/size/ loaded/ draft Speed of vessel dredge pump RPM/ position fixing system/load recording instrument/speed of the vessel/diameter & length of shore pipe etc.	Year of built	Remarks

**Note: (1) The bidder is requested to give all relevant and complete information as required and ifrequired he can use separate sheets.**



**SPECIMEN FORMAT FOR DECLARATION**

*(To be executed on bidder's letter head)*

To

\_\_\_\_\_   
 (Project Title)

Ref: \_\_\_\_\_

The undersigned, having studied the pre-qualification submission for the abovementioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of a tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. \_\_\_\_\_ is full and final for all legal/contractual obligations (delete if not required).

Date:

Place:

Name of the Applicant:

\_\_\_\_\_

\_\_\_\_\_

Represented by (Name & capacity)

\_\_\_\_\_

## **INTEGRITY PACT**

**Between**

**Deendayal Port Authority (DPA)** hereinafter referred to as "**The Principal**"

and

..... (Name of The bidders and consortium members)  
herein after referred to as "**The Bidder / Contractor**"

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. (02- P/2024). The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 – Commitments of the Bidder(s) / Contractor(s)**

(1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
- f. -Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

### **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

### **Section 5 – Previous transgression**

(1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

### **Section 6 – Equal treatment of all Bidders / Contractors**

(1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.

(2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

### **Section 7 - Criminal charges against violating Bidders / Contractors**

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

### **Section 8 – External Independent Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representative of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a

valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word "**Monitor**" would include both singular and plural.

## **Section 9 - Pact Duration**

9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact, as specified above unless it is discharged / determined by the Chairperson, DPA.

## **Section 10 – Other Provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



(For & on behalf of the Principal)

**Superintending Engineer (Project)**  
**Deendayal Port Authority**  
**अधीक्षक अभियंता (परियोजना)**  
**दण्डियाल पोर्ट प्राधिकरण**

(Office Seal)

(For & on behalf of the  
Bidder/Contractor)

(Office Seal)

Signature of Witness:  
(Name & Address)



RAJESH MEGHANI

XEN (C-1), DPA

Signature of Witness:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Place : Gandhidham

Date : \_\_\_/\_\_\_/20\_\_\_

Note: The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10 and Dr. S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed by DPA as independent External Monitors and whose address are as under:-

Dr S K Sarkar, IAS (Retd.)  
B- 104, Nayantara Aptt.,  
Plot 8 B, Sec 07m, Dwarka,  
New Delhi- 110 075.  
Mobile No. 98111 49324  
Email: sksarkar1979@gmail.com

Shri Saurabh Chandra, IAS (Retd.)  
A-9, Sector-30,  
Noida (UP) 201301  
Mobile No. 9871322133  
email: saurabh7678@yahoo.co.in"

**ANNEXURE 9**

**PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM  
(To be submitted on Non-judicial Stamp Paper of appropriate value)**

By this Power-of-Attorney executed on this ....day of .....(month) of 20....., we,

(i) (.....Name of legally authorized signatory of first partner to be filled in.....), (ii) (.....Name of legally authorized signatory of second partner to be filled in.....),

..... hereby jointly authorize and agree the Lead Partner, M/s (... Name of the lead partner to be filled in.....), (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of-Development of four lane road common corridor from LC 236B to 16th CB along railway line(Phase- I)exclusively through Lead Partner.

(i) Signature Name Designation seal & Common seal of the firm

(ii) Signature Name Designation seal & Common seal of the firm

.....  
.....

Signature, name and seal of the certifying authority/Notary Public

**PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT**

(To be submitted on Non-Judicial Stamp Paper of appropriate value)

This Joint Venture /Consortium Agreement is made and entered into on this ..... day of .....20... by and between (i) M/s... ..... Name of the firm to be filled in), (ii) M/s.....(Name of the firm to be filled-in) ....., primarily for the work under the Deendayal Port Authority.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium ‘.

**1. Formation of Joint Venture/Consortium**

1.1. (i) M/s... (Name of the firm to be filled in) is engaged in .....(Details of the works undertaken by the party)

(ii) M/s... (Name of the firm to be filled in) is engaged in .....(Details of the works undertaken by the party)

(iii) .....

1.2. On behalf of Board of Trustees of Deendayal Port (hereinafter referred to as Employer), the (Designation of HOD), Deendayal Port Authority has invited bids from the experienced, resourceful and bonafied Contractor with proven technical and financial capabilities of executing the work (Name of work).

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Deendayal Port Authority and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (.....Name of Partner to be filled in.....) shall be the Lead Partner and (i) (.....Name of Partner to be filled in.....), (ii) (.....Name of Partner to be filled in ) shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

1.4. The Joint Venture/Consortium will be known as.....(...Name of JV to be filled in.....) .....and shall consist of (i) (.....Name of the firm to be filled in.....), (ii) (.....Name of the firm to be filled- in.....), ..... , parties to the present agreement.



1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as hereinafter provided.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (....Name of JV/Consortium to be filled in.....) and the Contract shall be signed by legally authorized signatories of all the parties.

1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.

1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

(i) M/s..... (Name of the partner to be filled-in) - .....

(ii) M/s..... (Name of the partner to be filled-in) - .....

.....

1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

b) (.....Name of Partner to be filled-in.....) shall carry out the following works :-  
.....

c) (.....Name of Partner to be filled-in ..... ) shall carry out the following Works:-  
.....

d) .....

1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.

1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the Board of Deendayal Port Authority for the performance of the contract.

1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for nonperformance of the whole contract irrespective of their demarcation or share of work.

1.17. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

1.18. All the correspondences between the Employer and the JV/Consortium shall be routed through the Lead Partner.

1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s)of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.

1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

1.22. The JV/Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port Authority shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the ..... day of.....20...

(i) Signature Name

Designation seal & Common seal of the firm

(ii) Signature Name

Designation seal & Common seal of the firm

Witness1

Witness2

**JOINT VENTURE PARTNER INFORMATION FORM**

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Tender Submission]* Tender No.: (02- P/2024).

*[insert number of Tendering process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1.	Tenderer's Legal Name: <i>[insert Tenderer's legal name]</i>
2.	JV's Party legal name: <i>[insert JV's Party legal name]</i>
3.	JV's Party Country of Registration: <i>[insert JV's Party country of registration and details of registration]</i>
4.	JV's Party Year of Registration: <i>[insert JV's Part year of registration]</i>
5.	JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6.	JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  Articles of Incorporation or Registration of firm named in 2, above, in accordance with Tender Document.  In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender Document <ul style="list-style-type: none"><li>• <u>PAN Number</u></li><li>• <u>GST Registration Number</u></li><li>• <u>Any other documents required for statutory compliance</u></li></ul>

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**SPECIMEN BANK GUARANTEE FOR ADVANCE PAYMENT - NOT APPLICABLE**  
**(To be executed on Rs.100/- non-judicial Stamp Paper)**

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port AUTHORITIES Act , 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to release advance payment to (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide \_\_\_\_\_'s letter No

(Name of the Department)

Date \_\_\_\_\_ made between the contractors and the Board for execution of

\_\_\_\_\_ covered under Tender No. (02- P/2024). \_\_\_\_\_

\_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Advance

Payment in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the

said contractors on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only

we, the (Name of the Bank and Address) \_\_\_\_\_ (hereinafter Referred to

as "the Bank") the request of the contractors do hereby undertake to pay to the Board an amount

not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered

by the Board by reason of any breach by the contractors of any of the terms and conditions of the

said contract.

2. We, \_\_\_\_\_, do hereby

(Name of Bank) (Name of Branch)

Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. 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 any amount not exceeding Rs.

\_\_\_\_\_ (Rupees

\_\_\_\_\_ ) only.

3 We, \_\_\_\_\_, undertake to pay to the

(Name of Bank and Branch)

Board 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 there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree with the Board that the

(Name of Bank and Branch)

guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the\_\_

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew

or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, \_\_\_\_\_ further agree with the Board that the  
(Name of Bank and Branch)

Board 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 contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in [Gandhidham] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
- (b) This Bank Guarantee shall be valid upto \_\_\_\_\_; and
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_ (date of expiry of Guarantee).”

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

**ANNEXURE-I**

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS**

**(Applicable for MSME Bidders)**

**(On Bidders Letter head)**

Bid Security Declaration Form

Date: \_\_\_\_\_ Tender No. (02- P/2024). \_\_\_\_\_

To (insert complete name and address of the Employer/ Purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

## **ADDENDUM -1**

### **Information for security clearance**

(Applicants to provide information in the formats provided below)

#### **Format 1: Details of companies/Bidders/Consortium Partner(s)**

- i. Name of Project
- ii. Details of Companies / bidders / consortium partner (s)
- iii. Name of the Company/Consortium Members and their address, including Address of Indian subsidiary or branch/liaison office, etc.
- iv. List of Promoters/Board of Directors of bidders/consortium members with particulars like, Name, Address - Permanent & Present, Nationality, etc.
- v. Nature of the Company, whether private or State-owned entity.
- vi. Shareholding details with particulars or entities/individuals having more than 5% stake with ownership details to the last layer indicating the promoting individual' s time.
- vii. Parental organization and sister concerns.
- viii. Number of foreign national likely to be required for the execution of the project and their likely locations/ deployment.
- ix. Presence of the investing companies/ Bidders/Consortium Partners and shareholders in the countries across the world, including collaborations with other foreign companies.

## ADDENDUM -1

### Format 2

#### (i) Proposed – For individuals (Board of Directors)

Sl.no.	Full name of Board of Directors/ News editor	Date of Birth	Parentage	Complete present & permanent address	Nationality	Passport nos. and issue date, if any	Contract Address & telephone number, if any
1	2	3	4	5	6	7	8

#### (ii) For Companies/firms

Sl.no.	Full name of companies and its foreign collaborator if any; Including details of board of Directors as in (i) above	Date of Registration	Present & Permanent Address including address of head office, Regional offices and Registered office	Link with Other firm	Activities and other businesses owned	Name of CEOs/ Partners (with details)	Shareholding pattern for Applicant Company and investing company	Details of earlier approvals, if any (Ref. No. & date)	Ultimate ownership of shareholding companies and the investing company along with detailed particulars of owners,	Presence of investing companies and shareholders in countries across the worlds, including collaborations with other foreign companies
1	2	3	4	5	6	7	8	9	10	11

#### **(iii) Parental Organization and sister concerns**



## **ADDENDUM -1**

### **Format 3: Project work details**

- i. Nature and scope of the project work - types of civil / engineering works required, Project cost etc.
- ii. Location and coverage area of the project site with info regarding sensitive/vital/defence installation in the vicinity (5kms radius area).
- iii. Model of project allocation - PPP, BOT, BOOT etc.
- iv. Duration of the project - completion, commissioning, lease period.
- v. Machineries or heavy/sophisticated equipment needed for the project.
- vi. Total Manpower projection for the execution of the project.
- vii. Number of foreigners' likely/necessary to be involved for the project completion.
- viii. Earmarked place for stay of foreigners with details.

### **ADDITIONAL PERFORMA – SECURITY CLEARANCE DEVELOPMENT OF MAJOR AND MINOR PORT (as provided by Ministry of Shipping vide letter No. PD-24018/4/2010-PD.I dated 14th August 2012).**

- i. Details of the firms (Indian/Foreign) including foreign Consortium involved in the development

## ADDENDUM -1

**(Applicants to provide information in the formats provided below as per Ministry of Shipping  
File No.24018/12/2014-SCC dated 12.08.2014)**

### **ADDITIONAL PERFORMA FOR SECURITY CLEARANCE - 1**

i. Details in respect of Company/ Firm (Indian/ Foreign)

Sl. no.	Full name of Companies and its foreign collaborators if any; including details of Board of Directors as in (ii) below	Date of Registration	Present & Permanent Address of Head Office, Regional offices and Registered office	Joint Ventures with other business owned	Activities and other business owned	Name of CEOs/ Partners (with details) as in (ii) below	Shareholding pattern for Applicant company (and investing company, if applicable)	Details of earlier approvals, if any (Ref. No. & date)	Ultimate ownership of shareholding companies (and the investing company, if applicable) along with particulars of owners as in (ii) below
1	2	3	4	5	6	7	8	9	10

**Foreign investee/ partner company Self declaration regarding presence/ operation in China & Pakistan (if any)**

ii. Details in respect of Directors/ Key Executives

Sl. no.	Full name of Board of Directors/ Executives	Present position held with date (since when)	Date of birth	Parentage	Complete Present & Permanent Address	Nationality	Passport no. and issue date, if any	Contact Address & telephone number, if any
1	2	3	4	5	6	7	8	9

**ADDENDUM -1**

iii. Details of Shareholders (All firms/ companies/ entities to be included. Also, individuals having shareholding more than 10%)

Sl. no.	Full Name	Parentage Father/ Mother	Date of Birth	Permanent Address	Complete Present Address	Present position held	Nationality (if holding dual nationality, both must be clearly mentioned)	% of shares held in other company (if any) than name of company & complete address may be provided
1	2	3	4	5	6	7	8	9

## ADDENDUM -1

### ADDITIONAL PERFORMA – SECURITY CLEARANCE FOR BIDDERS – 2

(as provided by Ministry of Shipping vide letter No. PD-24018/12/2014-SCC dated 12<sup>th</sup> February 2016).

#### I. Details in the respect of the Company/Firm (Indian/Foreign)

Sl. no.	Name of Firms/ Bidders	Date of registration of the company	Address of Head Office, Regional office and Registered Office	Previous name of the company, if any	Details of earlier approvals, if any (ref. no. & date)
1	2	3	4	5	6

#### II. Details of respect of Director

Sl. no.	Full name of Board of Directors	Present position held with date (since when)	Date of Birth	Parentage	Present & Permanent address	Nationality	Passport no. and issue date if any	Contact address & telephone number
1	2	3	4	5	6	7	8	9

#### III. Details of Shareholders of applicant company

(All firms/companies/entities/individuals having shareholding more than 10%)

Sl. no.	Full name	Parentage Father/ Mother	Date of Birth	Permanent Address	Present address	Present position held in the company if any	Nationality (if holding dual nationality, both must be clearly mentioned)	% of shares held in the company
1	2	3	4	5	6	7	8	9

#### IV. Details of criminal cases, if any against the Company/Director(s) as per Annexure.

**ADDENDUM -1**

**SECRET  
Annexure**

**Self-declaration for company of Directors for whom security clearance is sought**

- a. Name and address and registration number of the company
- b. Name and address of owners, promoters and directors of the company
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
  - 4. \_\_\_\_\_
- c. Is the company owners, promoters or directors listed above the subject of any
  - 1. Preventive detention proceedings (PSA/NSA etc.) : Yes/No
  - 2. Criminal proceedings : Yes/No.
- d. If, Yes, please provide the following details
  - 1. Detention/Case/FIR/Warrant number:
  - 2. Police station/District/Agency:
  - 3. Section of law
  - 4. Name and place of the court:
- e. The above mentioned details are in respect of both India and any other foreign country.

Note: The above self-declaration is required to be filled and signed by the authorized signatory of the company.

-: SHCEDULE - B :-

Name of Work: Dredging in Approach Channel, Turning Circle, Berth Pockets surrounding of Landing Pontoon, etc., for maintaining 7m BCD from the existing dredged level at Ghogha Ro-Ro Terminal – Gujarat

T.I. No.	Description of Items	Quantity	Rate		Unit		Amount	
			In Fig.	In words	In Fig.	In words		
1	<p>Mobilization of all equipment machinery, crafts including all type of dredgers and ancillary crafts commensuration with the method statement to carry out all the works as per the scope of work within the time specified and demobilize all the equipment brought after completion of the respective works with the prior approval of the "Engineer-in-charge" including cost of all, labour, fuel, consumables, transportation etc. complete.</p> <p align="center">NOTE:</p> <p>(i) The contractors along with their technical offer shall furnish the list of equipment, machineries, dredgers and other ancillary craft along with their tentative schedule for mobilization and demobilization of the equipment's, machinery, floating crafts including the Dredgers. Notwithstanding the fact as to whether the list contains all the equipment/ machinery/ crafts/ dredger or not. It is the responsibility of the contractor to mobilize additional equipment, machineries, crafts, dredgers, etc. without claiming any extra cost for proper completion of the work proper within the specified time.</p> <p>Mobilization of all equipment machinery, crafts including all type of dredgers and ancillary crafts commensuration with the method statement to carry out all the works as per the scope of work within the time specified and demobilize all the equipment brought after completion of the respective works with the prior approval of the "Engineer-in-charge" including cost of all, labour, fuel, consumables, transportation etc. complete.</p> <p>NOTE:</p> <p>(i) The contractors along with their technical offer shall furnish the list of equipment, machineries, dredgers and other ancillary craft along with their tentative schedule for mobilization and demobilization of the equipment's, machinery, floating crafts including the Dredgers. Notwithstanding the fact as to whether the list contains all the equipment/ machinery/ crafts/ dredger or not. It is the responsibility of the contractor to mobilize additional equipment, machineries, crafts, dredgers, etc. without claiming any extra cost for proper completion of the work proper within the specified time.</p> <p>(ii) The total mobilization and demobilization charges shall not be more than the limit prescribed in clause.3.26.</p> <p>(iii) 75% of the total lump sum rate quoted for the item shall be released only after mobilization of respective type of dredgers proposed to be deployed for the work in good working condition as per their work methodology statement and upon completion of at least 5% of the total dredging quantity as detailed in clause.3.26 (without correlating to mobilization of machinery or equipment) and balance 25% of the quoted rate shall be released only after demobilization of all the equipment/machinery/crafts/dredgers and other ancillary crafts.</p> <p>(iv) The rate shall include all duties, taxes (excluding GST) and all other charges/ expenditure etc., complete in all respects.</p>	LS			-	-		
2	Dredging in Approach channel of length 4150m and 100m wide of Ghogha upto the depth of 7m BCD including natural side slope by deploying suitable dredgers like Trailer Suction Hoper Dredger (TSHD)/ Cutter Suction dredger (CSD) / Back hoe(BHD) / grab dredger & necessary ancillary equipment and disposing off the dredged material in the designated disposal area as shown in the drawings during the contract period including all costs and charges and also insurance and all other incidental expenditure arising out of or in connection with the contract etc. and conducting necessary joint quadruplicate pre , progressive and post hydrographic surveys etc.	22000.00			Cum	One Cubic Meter		
3	Dredging in Approach channel of length 4150m and 100m wide, turning circle of 150m radius, berth pockets and surroundings of Landing platform, etc., Ghogha from the existing depth of 7m BCD including side slope up to 1:6 by deploying suitable dredgers like Trailer Suction Hoper Dredger (TSHD)/ Cutter Suction dredger (CSD) / Back hoe(BHD) / grab dredger & necessary ancillary equipment and disposing off the dredged material in the designated disposal area as shown in the drawings during the contract period including all costs and charges and also insurance and all other incidental expenditure arising out of or in connection with the contract etc. and conducting necessary joint quadruplicate pre , progressive and post hydrographic surveys etc.	396000.00			Cum	One Cubic Meter		
	Note: The quantity indicated in Sr. no. 3 is only indicative and may vary to suit the site condition subject to the limit prescribed elsewhere in the contract document. However Payment shall be made on actual In-situ Quantity based on Joint Quadruplicate Pre & Post Hydrographic surveys.							
<b>Total Amount in Rs. (excluding GST)</b>								

Note:

- 1)The quoted rate shall exclude the GST component. However, the actual GST amount paid by the contractor shall be reimbursed upon production of the paid receipt/ invoice.
- 2) The contract period is 12 months.
- 3)The Contractor may raise monthly bills for the completed in-situ quantity based on the quoted rates and payment will be released normally once in a month upon due certification by the Engineer -in-Charge.
- 4) The submission of Price Bid / quoted amount / indication of any financial amount along with technical bid will be considered rejected. Prices will be quoted only on (n)procure website.

**Contractor**

**Superintending Engineer (PL)**  
Deendayal Port Authority

## INTEGRITY PACT

Between

**Deendayal Port Authority (DPA)** hereinafter referred to as "**The Principal**"

and

..... (Name of The bidders and consortium members)  
herein after referred to as "**The Bidder / Contractor**"

### Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. (02- P/2024). The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section 2 – Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
- f. -Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

### **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.



(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

### **Section 5 – Previous transgression**

(1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

### **Section 6 – Equal treatment of all Bidders / Contractors**

(1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.

(2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

### **Section 7 - Criminal charges against violating Bidders / Contractors**

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

### **Section 8 – External Independent Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representative of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a

valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word "**Monitor**" would include both singular and plural.

### **Section 9 - Pact Duration**

9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact, as specified above unless it is discharged / determined by the Chairperson, DPA.

### **Section 10 – Other Provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

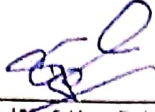
(3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.



(4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



(For & on behalf of the Principal)  
**Superintending Engineer (Project)**  
**Deendayal Port Authority**  
**अधीक्षक अभियंता (परियोजना)**  
**दीनदयाल पोर्ट अथॉरिटी**

(For & on behalf of the  
Bidder/Contractor)

(Office Seal)

Signature of Witness:  
(Name & Address)



RAJESH MEGHANI  
XEN (C-1), DPA

Signature of Witness:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Place : Gandhidham

Date : \_\_\_/\_\_\_/20\_\_\_

Note: The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10 and Dr. S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed by DPA as independent External Monitors and whose address are as under:-

Dr S K Sarkar, IAS (Retd.)  
B- 104, Nayantara Aptt.,  
Plot 8 B, Sec 07m, Dwarka,  
New Delhi- 110 075.  
Mobile No. 98111 49324  
Email: sksarkar1979@gmail.com

Shri Saurabh Chandra, IAS (Retd.)  
A-9, Sector-30,  
Noida (UP) 201301  
Mobile No. 9871322133  
email: saurabh7678@yahoo.co.in"

**ANNEXURE-I**

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS**  
**(Applicable for MSME Bidders)**  
**(On Bidders Letter head)**

Bid Security Declaration Form

Date: \_\_\_\_\_ Tender No. (02- P/2024).

To (insert complete name and address of the Employer/ Purchaser)  
I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)  
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)  
Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)  
Corporate Seal (where appropriate)