



Deendayal Port Authority
Administrative Office building, Post Box No. 50
Gandhidham (Kutch), Gujarat - 370201

ADDENDUM NO.01

NAME OF WORK: “Capital dredging of Common Approach channel for Tuna tekra Container terminal”

Bidders are requested to take note of the following:

Reference document	Clause No.	Provision in the Tender	Proposed Changes in the Tender Clause.
Tender document	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.	DELETED
Tender document	3.2.4 Employer’s claim	<p>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 [Site facilities].</p> <p>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.</p>	<p>If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, 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 [Site Facilities].</p> <p>The notice shall be given as soon as practicable after the Employer became aware of the event or circumstances giving rise to the claim.</p> <p>The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount to which the Employer considers himself to be entitled in connection with</p>

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		<p>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</p> <p>(i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or</p> <p>(ii) the extension (if any) of the Defects Notification Period.</p> <p>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.</p>	<p>the Contract.</p> <p>The Engineer shall then proceed in accordance with Sub-Clause 3.3.4 [Determinations] to agree or determine the amount (if any) which the Employer is entitled to be paid by the Contractor.</p> <p>Such amount may be included as a deduction in the Contract Price and/or in the Interim or Final 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.</p>
Tender document	3.7.2. Time of completion, compensation for delay to Contractor's Negligence	(b) Time period for completion of work shall be 10 months from the date commencement of the dredging work.	(b) Time period for completion of work shall be 10 months from the date of work order issued to contractor.
Tender document	3.10.1 Completion of outstanding work and remedying defects	<p>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:</p> <p>(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</p> <p>(b) execute all work required to remedy defects or damage,</p>	<p>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:</p> <p>(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</p> <p>(b) execute all work required to remedy defects or damage,</p>

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		<p>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).</p> <p>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.</p>	<p>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).</p> <p>There is no defect liability for dredging work.</p>
Tender document	3.14.2. Termination by Employer	<p>(i) In addition to the reasons listed above, the employer may terminate the contract as per Clause 2.3.14 (ix) 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 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 6.20 (final survey to determine levels after dredging) Section 6 of this tender. 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 2.3.14 – Section-2 above.</p>	<p>(i) In addition to the reasons listed above, the employer may terminate the contract as per Clause 2.3.18 (ix) 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 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 6.20 (final survey to determine levels after dredging) Section 6 of this tender. 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 (ix) of 2.3.18 – Section-2 above.</p>
Tender document	Section 4 Bill of quantities		Revised Bill of quantities sheet is attached in Attachment #1.
Tender	6.2 Scope and	The proposed container is located on the western side of the	The proposed container terminal is located on the western side

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document	nature of work	<p>Gulf of Kutch and is within the port limit of Deendayal port. The proposed common approach channel lies in line with the existing approach channel to the Kandla creek just deviating at about 10o near the proposed container terminal.</p> <p>The proposed dredging work shall involve removal “Inorganic clays, gravelly clays, sandy clays, silty clays of medium to high plasticity and disposing off the dredged material in the dumping grounds at the southern side of the proposed common approach channel at OP1 (617800 E, 2526100 N), OP2 (616475 E, 2524000 N), D1 (614550 E, 2521720 N) and D2(608000 E, 2520000 N) as shown in the drawings. The payment shall be made on the basis of total in-situ quantity dredged in the area; however, the exact 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.</p> <p>It is likely that under water obstructions might be encountered within the various dredging areas. No idle time charges or loss of production shall be paid to contractor in the event of any obstruction being encountered, which obstructs the operation of the dredger.</p> <p>The LOA bidder has to make their own assessment with respect to the Information on Under Water Objects by conducting study of Geophysical Investigations (GPI) like Side Scan Sonar (SSS), Sub Bottom Profiler (SBP) & Magnetometer (MMT) survey in the areas covered under the scope of work before</p>	<p>of the Gulf of Kutch and is within the port limit of Deendayal port. The proposed common approach channel lies in line with the existing approach channel to the Kandla creek just deviating at about 10o near the proposed container terminal.</p> <p>The proposed dredging work shall involve removal “Inorganic clays, gravelly clays, sandy clays, silty clays of medium to high plasticity and any other similar soil types and disposing off the dredged material in the dumping grounds at the southern side of the proposed common approach channel at OP1 (617800 E, 2526100 N), OP2 (616475 E, 2524000 N), D1 (614550 E, 2521720 N) and D2(608000 E, 2520000 N) as shown in the drawings. The payment shall be made on the basis of total in-situ quantity dredged in the area; however, the exact 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.</p> <p>It is likely that under water obstructions might be encountered within the various dredging areas. No idle time charges or loss of production shall be paid to contractor in the event of any obstruction being encountered, which obstructs the operation of the dredger.</p> <p>The contractor (successful bidder) has to make their own assessment with respect to the Information on Under Water Objects by conducting study of Geophysical Investigations (GPI) like Side Scan Sonar (SSS), Sub Bottom Profiler (SBP) & Magnetometer (MMT) survey in the areas covered under the</p>

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		<p>starting of capital dredging work.</p> <p>If, however, during the execution of the works the contractor encountered physical obstructions or physical conditions, other than climatic conditions on the site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer, with a copy to the Employer. On receipt of such notice the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Employer and the Contractor, determine, and shall notify the Contractor accordingly, with a copy to the Employer. Such determination shall take account of any instruction, which the Engineer may issue to the contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer, which the Contractor may take in the absence of specific instructions from the Engineer.</p> <p>The cost of removal of such underwater objects shall be paid at the rate as decided by PMC, TPI, CONTRACTOR & DPA on mutual consent. Any underwater object/objects retrieved will become the property of the port.</p>	<p>scope of work before starting of capital dredging work.</p> <p>If, however, during the execution of the works the contractor encountered physical obstructions or physical conditions, other than climatic conditions on the site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer, with a copy to the Employer. On receipt of such notice the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Employer and the Contractor, determine, and shall notify the Contractor accordingly, with a copy to the Employer. Such determination shall take account of any instruction, which the Engineer may issue to the contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer, which the Contractor may take in the absence of specific instructions from the Engineer.</p> <p>The cost of removal of such underwater objects shall be paid at the rate as decided by PMC, TPI, CONTRACTOR & DPA on mutual consent. Any underwater object/objects retrieved will become the property of the port.</p>
Tender document	6.10.1 Depth measuring	<p>The echo sounder for hydrographic survey shall be capable of producing continuous bed profile. A Multibeam Echo Sounder (MBES) with frequency of about 200 Khz shall be used for sweeping areas to detect high spot at the end of the project. Multibeam Echo sounder with frequency of about 200 KHz can be used for interim surveys. Pre-dredge and post dredging surveys shall be carried out by using Multi-Beam Echo sounder. Digital format in form of hard copy of echo graph</p>	<p>The echo sounder used for hydrographic surveys shall be capable of producing continuous bed profile. All hydrographic surveys, including initial (pre-dredging), interim, monthly, and final (post-dredging) surveys, shall be carried out using a Multibeam Echo Sounder (MBES) operating in the frequency range of 400 kHz to 450 kHz, capable of providing full bottom coverage and accurate detection of high spots.</p>

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		<p>shall be provided to the Engineer/Employer.</p> <p>Based on the joint quadruplicate hydrographic surveys, volume calculations shall be carried out using PDS 2000 / HYPACK or similar software approved by the Engineer In-Charge and payments shall be based on such calculated volumes, as per TIN volumes explained at Clause 6.12.8.</p>	<p>Pre-dredging and post-dredging surveys shall mandatorily be conducted using MBES of the above-specified frequency range. Survey data shall be recorded in digital format, and hard copies of echo graphs and other survey deliverables shall be submitted to the Engineer/Employer in the approved format.</p> <p>Based on the joint quadruplicate hydrographic surveys, volume calculations shall be carried out using PDS 2000 / HYPACK or similar software approved by the Engineer In-Charge and payments shall be based on such calculated volumes, as per TIN volumes explained at Clause 6.12.8.</p>
Tender document	6.12.7 Data analysis	<p>Points to be Considered: Following points needs to be considered during conduct of survey:</p> <p>(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 particular important in MBES operations where error tolerances are much smaller.</p> <p>(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.</p> <p>(c) Preferably higher frequency in range 200-220 KHz to be used for single beam echo sounder.</p> <p>(d) The frequency should not vary between pre and post dredging surveys.</p> <p>(e) Sound Velocity to be observed each day and in case of</p>	<p>Points to be Considered: Following points needs to be considered during conduct of survey:</p> <p>(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 particular important in MBES operations where error tolerances are much smaller.</p> <p>(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.</p> <p>(c) The Engineer's representative, if required, may resolve to check echo soundings by single beam echo sounding preferably with frequency in the range of 200-220 KHz.</p> <p>(d) The frequency of the MBES should not vary between</p>

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		multibeam observation with dual head 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.	pre and post dredging surveys. (e) Sound Velocity to be observed each day and in case of multibeam observation with dual head 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.
Tender document	6.16 Deposition of dredged soil	<p>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:</p> <p>(c) The dredged material by dredging in the approach channel shall be disposed at the designated dumping grounds OP1 (617800 E, 2526100 N), OP2 (616475 E, 2524000 N), D1 (614550 E, 2521720 N) and D2(608000 E, 2520000 N) of diameter 1km each.</p> <p>Note: (i) All the coordinates given in this tender are WGS 84 Coordinates System. The contractor has to carry out periodical surveys in the dumping area and monitor</p> <p>the quantity of material dumped vis-à-vis the reduction in the reduced depths at the dumping area. The Contractor shall ensure that no soil is dumped beyond or outside the dumping areas. In the event it is noticed by or brought to the notice of the Engineer or Engineer-in-charge or Engineer's Representatives that the contractor is dumping the dredged material at places other than designated areas specified by the Engineer, the Contractor shall be liable to pay an amount of</p>	<p>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:</p> <p>(c) The dredged material by dredging in the approach channel shall be disposed at the designated dumping grounds such as OP1 (617800 E, 2526100 N), OP2 (616475 E, 2524000 N), D1 (614550 E, 2521720 N) and D2(608000 E, 2520000 N) of diameter 2km each.</p> <p>Note: (i) All the coordinates given in this tender are WGS 84 Coordinates System. The contractor has to carry out periodical surveys in the dumping area and monitor</p> <p>the quantity of material dumped vis-à-vis the reduction in the reduced depths at the dumping area. The Contractor shall ensure that no soil is dumped beyond or outside the dumping areas. In the event it is noticed by or brought to the notice of the Engineer or Engineer-in-charge or Engineer's Representatives that the contractor is dumping the dredged material at places other than designated areas specified by the Engineer, the Contractor shall be liable to pay an amount of</p>

Reference document	Clause No.	Provision in the Tender	Proposed Changes in the Tender Clause.
		<p>Indian Rupees. 500,000/- per load and the same shall be recovered from the amount due to the contractor.</p> <p>The material to be dredged in the channel shall be disposed of at the dumping ground at the location shown in the survey chart enclosed.</p>	<p>Indian Rupees. 500,000/- per load and the same shall be recovered from the amount due to the contractor.</p> <p>The material to be dredged in the channel shall be disposed of at the dumping ground at the location shown in the survey chart enclosed.</p>
Tender document	6.17 Pre-dredge survey	<p>Before starting dredging operation, 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 party independent outside agency to be nominated by the Employer. The decision of Engineer-in-charge, the participants of the survey is final and binding on the contractor.</p> <p>The dredging contractor has to make suitable arrangements for such joint quadruplicate 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</p>	<p>Before starting dredging operation, 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 party independent outside agency to be nominated by the Employer. The decision of Engineer-in-charge, the participants of the survey is final and binding on the contractor.</p> <p>The dredging contractor has to make suitable arrangements for such joint quadruplicate 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 the frequency in the range of 400kHz to 450 kHz, simultaneously. 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.</p>

Reference document	Clause No.	Provision in the Tender	Proposed Changes in the Tender Clause.
		drawings shall be signed by the Contractor and the Employer and to be given to the Engineer.	
Tender document	6.20 Final survey to determine levels from dredging	On the completion of 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 third party agency and the Employer and to be submitted to the Engineer.	On the completion of 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 400 kHz . The required number of copies of these drawings shall be signed by the Contractor, independent third-party agency and the Employer and to be submitted to the Engineer.
Tender document	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 10m interval, the starting grid point shall be at the edge of the channel. From the above grid locations, the total number of grid points where soundings are to be taken shall be calculated and taken as 'G', the total number of theoretical grid points, for computing the missing soundings in any chart submitted by the Contractor However, the charts should contain 10 extra soundings on the same intervals on either side beyond the channel limits along all the specified cross sections.	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 10m apart. Thus, the grid points on the cross section shall be at 10m interval, the starting grid point shall be at the edge of the channel. From the above grid locations, the total number of grid points where soundings are to be taken shall be calculated and taken as 'G', the total number of theoretical grid points, for computing the missing soundings in any chart submitted by the Contractor However, the charts should contain 10 extra soundings on the same intervals on either side beyond the channel limits along all the specified cross sections.
Tender	6.23.3 Target	The Contractor during the Contract Period is expected to	The Contractor during the Contract Period is expected to

Reference document	Clause No.	Provision in the Tender					Proposed Changes in the Tender Clause.				
document	depth, width and length	achieve the width & depth of the channel as mentioned below.					achieve the width & depth of the channel as mentioned below.				
		Dredging Area	Width to be Achieved	Depth to be Achieved below existing depth	Tentative Estimate d Quantity in cu. m	Approx. Length	Dredging Area	Width to be Achieved	Depth to be Achieved below existing depth	Tentative Estimate d Quantity in cu. m	Approx. Length
		Common approach channel for container terminal and multi-purpose cargo berth	300m	15.5 m below CD from existing Seabed elevations.	13,967,754*	12.2km	Common approach channel for container terminal and multi-purpose cargo berth	300m	15.5 m below CD from existing Seabed elevations.	11,807,754*	12.2km
		*The estimate quantity include the siltation estimated by CWPRS and any variations due to change in seabed since the last bathymetry survey.					*The estimate quantity does not include the siltation estimated by CWPRS and any variations due to change in seabed since the last bathymetry survey.				

Attachment #1 – Revised Bill of quantities sheet.

Bidders are requested to kindly make a note of it. This addendum will form part of the Tender documents.

Chief Engineer