

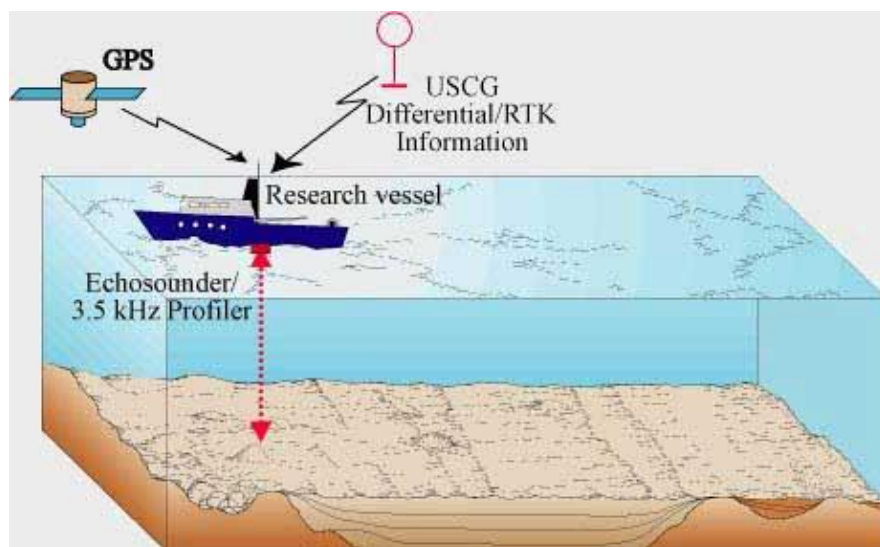
# V.O.CHIDAMBARANAR PORT AUTHORITY TUTICORIN



## TENDER DOCUMENT FOR

### “CONDUCTING BATHYMETRY SURVEY IN THE INNER HARBOUR BASIN AND OUTER AREA AT V.O.CHIDAMBARANAR PORT”

#### VOLUME – I [TECHNICAL BID]



SEPTEMBER 2024

V.O.CHIDAMBARANAR PORT AUTHORITY  
TUTICORIN - 628 004

**“CONDUCTING BATHYMETRY SURVEY IN THE INNER HARBOUR BASIN AND OUTER  
AREA AT V.O.CHIDAMBARANAR PORT”**

VOLUME – I

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**V.O.CHIDAMBARANAR PORT AUTHORITY**  
**ENGINEERING DEPARTMENT (CIVIL)**

NIT No. 01/ PD/ Bathy Survey/2024-25/D.2567

Dated: 12.09.2024

**1. TENDER NOTICE**

NOTICE INVITING TENDER FOR THE WORK “**Conducting Bathymetry survey in the inner Harbour basin and outer area at V.O.Chidambaranar Port**” (Only Through E – Tendering mode) VOCP- E – Tendering website: <https://etenders.gov.in/eprocure/app>.

V.O.Chidambaranar Port Authority invites competitive offers through on-line Tendering process from experienced, reputed contractors fulfilling qualifying criteria as stipulated in the tender document for the following work:

i.	Name of work	Conducting Bathymetry survey in the inner Harbour basin and outer area at V.O.Chidambaranar Port
ii.	Estimate Amount	<b>Rs 1,50,90,755/-</b> . (Rupees One crore fifty Lakhs ninety thousand seven hundred and fifty five only)
iii.	Earnest Money Deposit	<b>Rs.3,01,815/-</b> (Rupees Three Lakhs One thousand eight hundred and fifteen only)
iv.	Downloading of Tender from VOCPA online e-tendering website	13.09.2024 to 03.10.2024
v.	Last date and time for submission of e-Tender through online	03.10.2024 upto 15:00 Hrs
vi.	Online Bid opening date and time	04.10.2024 at 15:30 Hrs
vii.	Period of completion	3 months
viii.	Validity of tender	120 days from the last date fixed for receiving the tender
For further details, visit Port Website: <a href="http://www.vocport.gov.in">www.vocport.gov.in</a>		

**1. Pre-bid clarifications and Amendment to Tender document:**

- a) The Tenderer requiring a clarification of the proposal document must notify the Employer in writing, not later than 20.09.2024 upto 17.00hrs. Any request for clarification in writing must be sent to the Employer by email [ce@vocport.gov.in](mailto:ce@vocport.gov.in) with a copy to [vocportce@gmail.com](mailto:vocportce@gmail.com) in editable M.S word format only. The Employer will respond by email only to such requests.
- b) The compilation of questions raised and answers given will be posted in the VOCPA website and will bind all the tenderers. Any modification of the tender document which may become necessary as a result of the pre-bid clarifications will

be made by the Employer exclusively through the issuance of an addendum and the pre-bid clarifications of the Authority shall form the part of this tender document.

- c) At any time before the submission of bids, the Employer may, for any reasons, whether at its own initiative or in response to a pre-bid clarification modify the document by amendment. The amendment will be notified in VOCPT/e-tender website only and will be binding on them. The Employer may at its discretion also extend the deadlines for the submission of proposals. Hence, the tenderers are requested to keep watching the VOCPA website regularly till the due date for bid submission

**2. Aim of this assignment:-**

Conducting Hydrographic / Bathymetry survey covering basin area of about 235 Ha, Outer area of about 15,600 Ha totaling 15,8352 Ha of with a grid of 20m interval in the Inner Harbour basin and in the Outer area. The cost inclusive of Mobilization and de-mobilization of suitable survey vessels, positioning systems (DGPS), navigational and data logging system, multi beam eco sounder along with necessary accessories, equipments for tide measurement etc., to commence and complete the hydrographic survey as per standard specification including submission of report 5 Nos hardcopy and softcopy along with test data and as directed by departmental officers. The cost shall also include necessary insurance for men and machinery. (Port will issue necessary gate passes and entry permit for survey boat at free of cost on production of statutory documents and Port will allow to berth the survey vessel for checking, inspection, calibration of equipment without any cost subject to availability of berth).

**3. Minimum qualifying criteria:**

The Tenderer shall meet the minimum qualifying criteria as follows:

**a) Work Experience:** The tenderer should have successfully completed ***similar work*** as detailed below during the **last Seven years ending August, 2024** with either of the following:-

Three works, each costing not less than **Rs.60,36,302/-**

**(or)**

Two works, each costing not less than **Rs.75,45,378/-**

**(or)**

One work costing not less than **Rs.1,20,72,604/-**

**“Similar work means Carrying out Bathymetry Survey / Hydrographic survey in the offshore area.**

**Note:-**

If the work completion certificate furnished is from other than Govt. Departments by the tenderer to fulfill the requirement of MQC, the same shall be supported with TDS certificate (FORM-16A) issued by the department where the work was executed for full executed amount of the work otherwise such work experience shall not be considered.

**b) Financial Position:** Average annual Financial Turnover of the Tenderer during last three financial years (i.e) 2020-21, 2021-22 & 2022-23 shall be at least **Rs. 45,27,227/-**.

**4. General Conditions:**

1. The evaluation will be done only based on the information, evidence documents, records particular furnished by the tenderers and hence the tenderers are requested to furnish adequate, relevant information along with requisite documentary evidences and without any omission.
2. If any information furnished by the tenderer is found to be concealed or false at a later stage, the contract will be terminated forthwith without prejudice to the rights thereon, consequent on termination and the contractor will be banned to participate further VOC Port tenders for three years period.
3. Criteria regarding satisfactory performance of works, personnel, establishment, etc., shall also be uploaded according to the requirement of the project in the relevant formats given in the Tender Document (Technical Bid).
4. The tender documents can be downloaded from VOCPT Website **www.vocport.gov.in** through "E-tendering link: **https://etenders.gov.in/eprocure/app**.
5. The E-Tender submitted by the firm will not be considered who has pending litigation against VOCPA or blacklisted contractors. If such tenderers submit the tender document downloaded from the web site, the same will not be considered.
6. The tenders shall be accompanied by EMD as specified in Clause – 18 of the Section – I (B) of the Tender document. The tender will not be considered without EMD.
7. Tenders which are in any way incomplete will not be considered. The Port reserves the right to waive any formality thereof or to reject any or all the tenders without assigning any reasons thereof.
8. Port shall not be responsible if the tenderer is not able to upload all the relevant documents due to technical reasons, the bid will not be considered.
9. The Tenderer shall furnish the GST Registration Certificate and ESI & EPF.



10. The Price Bid of those Tenderers who have qualified vide Para 3 above shall be opened at a later date which will be intimated to all concerned.

11. For further details and for issue of the tender document, interested applicants may contact the Chief Engineer, VOCPT at the following address:

The Chief Engineer,  
V.O.Chidambaranar Port Authority  
Tuticorin – 628 004  
Tel : 00 91 461 2352252  
Fax : 00 91 461 2354270  
Email : ce@vocport.gov.in  
Website : www.vocport.gov.in

12. This Tender Notice shall form part of the contract.

**CHIEF ENGINEER**

**CONDUCTING BATHYMETRY SURVEY IN THE INNER HARBOUR BASIN AND OUTER  
AREA AT V.O.CHIDAMBARANAR PORT**

**SECTION – I**

**FORM OF TENDER**

**(Note: This Memorandum forms part of the Tender)**

To

The Chief Engineer,  
V.O.Chidambaranar Port Authority,  
Tuticorin – 628 004, INDIA.

Sir,

Having visited the Site and examined the Drawings, Conditions of Contract, Specification, Schedules, and Bill of Quantities, for the above-named Work, we offer to execute the Work.

**“Conducting Bathymetry Survey in the Inner Harbour Basin and Outer area at  
V.O.Chidambaranar Port**

In conformity with the said drawings and Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of Rupees as indicated in Bid-II (Price Bid) of the tender document.

2. We undertake, if our Tender is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.
3. If our tender is accepted, we will furnish a performance security in the form of Online payment through RTGS/NEFT or irrevocable Bank Guarantee from a Nationalised Bank / Scheduled Bank having branch at Tuticorin / Chennai for sum equivalent to 5% of the accepted tender value in the form annexed hereto approved by the Employer.
4. We agree to abide by this Tender for a period of 120 days from the date fixed for receiving the same or for such further period as may be mutually

agreed upon and it shall remain binding upon us. This tender may be accepted at any time before the expiration of the aforesaid period. Should we fail to abide by our Tenders during the above said period of 120 days or such extended period the Port shall be at liberty to forfeit the Earnest Money deposited by us.

5. Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. If our Tender is accepted we understand that we are held fully responsible for the due performance of the Contract.
8. The tenders shall be accompanied by **Earnest Money Deposit amounting to Rs.3,01,815/- (Rupees Three Lakhs One thousand eight hundred and fifteen only)**. Earnest Money Deposit shall be submitted through CPP Portal. The tender will not be considered without EMD. EMD in any other form will not be accepted. EMD will not bear any interest. The EMD for unsuccessful Tenderers shall be returned after entering into an Agreement with the successful Bidder by the Port Authority. EMD furnished by the successful Bidder shall be adjusted against Security Deposit. The EMD shall be valid up to the validity of tender.
9. We agree that in addition to the Performance Security in any one of the forms described in Clause – 19 of the Section – I (B) with good and sufficient sureties furnished by us for the faithful performance and proper fulfilment of the Contract, we shall permit the Port at the time of making any payment to us for work done under the Contract to deduct at the rate of 10% of the total value of the Interim Certificate from each Interim Certificate towards Security Deposit till the whole of the Security Deposit at 5% of the Contract Sum is realised.
10. We agree that faithful performance and proper fulfilment of the contract and successful completion of the contract will be the achievement. We agree that the performance guarantee amount and security deposit are to be forfeited if

the contract is not successfully completed.

11. We agree to execute all the Works referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations/variations as may be ordered.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorised to sign Tenders for and on behalf of \_\_\_\_\_.

(IN BLOCK LETTERS )

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witnesses

1. Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_

2.. Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_

\* \* \* \* \*

## V.O.CHIDAMBARANAR PORT AUTHORITY

### CONDUCTING BATHYMETRY SURVEY IN THE INNER HARBOUR BASIN AND OUTER AREA AT V.O.CHIDAMBARANAR PORT, TUTICORIN.

#### 1. INSTRUCTION TO TENDERERS

1.1 Tenders for the Work are invited in two-bid system from the experienced reputed and financially sound Contractors for "Conducting Bathymetry survey in the inner Harbour basin and outer area at V.O.Chidambaranar Port".

1.2 Tender Document will consist of:

#### **TECHNICAL BID**

##### **Section - I**

- i) Form of Tender
- ii) Instruction to Tenderers
- iii) Appendix to Tender
- iv) Form of Agreement

##### **Section - II**

- v) Part 'A' - General Conditions
- vi) Part 'B' - Special Conditions
- vii) Part 'C' – General Information
- viii) Part 'D' – Materials
- ix) Part 'E' - Workmanship

##### **Section - III**

- x) Particular Specifications
- xi) Specimen Form of Bank Guarantee (Annexure – A)

##### **Section - IV**

- xii) List of Drawings

## **2. INSTRUCTIONS TO E - TENDERERS**

### **2.1 GENERAL:**

On behalf of the Board members of the V.O.Chidambaranar Port Authority, the Chief Engineer, V.O.Chidambaranar Port Authority invites tenders in Bids from reputed contractors for “Conducting Bathymetry survey in the inner Harbour basin and outer area at V.O.Chidambaranar Port”

#### **2.1.1 GENERAL GUIDELINES TO E – TENDER:**

Electronic Tenders (Online) are invited in on behalf of **V.O.CHIDAMBARANAR PORT AUTHORITY (VOCPA)** from reputed and experienced contractors for the work of “Conducting Bathymetry survey in the inner Harbour basin and outer area at V.O.Chidambaranar Port”

The tender shall remain valid for acceptance for a period of **120** days from the date fixed for opening of the tender. The period of completion of work is **3 months (excluding 15 days mobilization period)**.

Tender Document having all details is available at the URL of the e-Tender Portal **<https://etenders.gov.in/eprocure/app>**. Tenders in any other manner will be rejected and no correspondence on such matter will be entertained.

**VOCPA Tender Form:** The tender documents can be downloaded from VOCPA Website [www.vocport.gov.in](http://www.vocport.gov.in) through “E-tendering link: **<https://etenders.gov.in/eprocure/app>**” and while uploading tender,

**2.1.2 EARNEST MONEY DEPOSIT:** The tenders shall be accompanied by Earnest Money Deposit amounting **Rs.3,01,815/-** (Rupees Three Lakhs One thousand eight hundred and fifteen only) as per tender Clause – 18 of the Section – I (B).

### **2.2 IMPORTANT INSTRUCTIONS AND GUIDELINES TO TENDERERS FOR E-TENDERING**

Tenders Only Through E-Tendering Mode. **<https://etenders.gov.in/eprocure/app>** VOCPA Tenders through online/e-tendering only.

- 1) VOCPA and the e-tendering website will not entertain and will not accept any reasons of Tenderer due to Net Connection Failure/Current Connection Failure and any issues during the filling of tender online. Tenderer will be

responsible for all those facts and failure of Net Connectivity; Current Connectivity and they should be at their own risk VOCPA and e-tendering website will not take any liabilities and claims for failure of Network and problem arise submission of the tender forms online.

- 2) VOCPA E-TENDER WEBSITE: <https://etenders.gov.in/eprocure/app> or go to VOCPA website and click on “E-TENDERING” LINK for accessing the site.
- 3) Employer has rights to verify the genuineness of the documents submitted in the e-tendering process.
- 4) The tenders submitted by the firm who has litigation against the Port will not be considered and the amount paid towards the cost of document will not be refunded.
- 5) The Tenders which are incomplete will not be considered. The Port reserves the rights to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.
- 6) The scanned copy of Work Experience certificate along with BOQ details, financial turn over as per Profit and Loss account for the last three years, Assessment of Income Tax return filed with IT Department duly attested by notary public shall be uploaded and the same will be considered for evaluation.
- 7) The successful tenderer shall submit the original hard copies of submitted tender documents before award of work.

### **2.3 DOWNLOADING OF TENDER FROM VOCPA ON LINE E-TENDERING WEB SITE:**

The complete set of tender documents including forms, conditions of contract, work specifications, etc. Can be downloaded by contractors registered through e-tendering website <https://etenders.gov.in/eprocure/app> from 13.09.2024 to 03.10.2024 (**up to 15:00 Hrs.**). The instructions for submitting e-tender is given in the e-tendering website <https://etenders.gov.in/eprocure/app>.

**2.3.1** In addition to the required documents for tender, scanned Copy of Income tax permanent account number card for assessing the income tax has to be uploaded.

**2.3.2** The tenderer has to furnish the copy of Income Tax Permanent Account Number card

for assessing the income tax attested by Notary Public. All relevant documents required for the tender for the work of “Conducting Bathymetry survey in the inner Harbour basin and outer area at V.O.Chidambaranar Port” have to be uploaded in the online tender process on or before **03.10.2024 upto 15.00 hrs.**

**2.3.3 Electronic** Tenders are invited by V.O.Chidambaranar Port Authority in two bid system (i.e,) Bid-I (Technical Bid), Bid-II (Price Bid) from firms and contractors fulfilling minimum qualifying criteria as stipulated in the tender document for the work of “Filling and development of area behind the North Cargo Berth II”.

**2.3.4** The tenders will be submitted through online up to **03.10.2024 till 15.00 hrs** and the same will be opened on **04.10.2024 at 15.30 hrs.** The Employer may at his discretion extend the date of submission and opening of tenders. Tenderer will be responsible for all those facts and failure of Net Connectivity; Current Connectivity and they should be at their own risk VOCPA and e-tendering website will not take any liabilities and claims for failure of Network and problem arise submission of the tender forms online.

**2.3.5** The Tenderer is advised to acquaint himself with the study and related with hydrological conditions, climatic conditions, availability of man power, communication facilities, entry restrictions to the Port, being a custom bound secured area, laws and bye-laws of Government of Tamil Nadu or Government of India and any other statutory bodies and collect all information that may be necessary for preparing and submitting the Tender and entering into the contract.

**2.3.6** The Tenderer shall bear all the costs of visiting the site, collecting the information and for preparing and submitting the Tender.

**2.3.7** The Tenderer and or his workers and agents will be granted permission to visit the site for the purpose of inspection. The Tenderer will be fully responsible for any activity related with this purpose. The Tenderer will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighboring property which may be caused due to any act of the Tenderer or his workers and agents.

**2.3.8** All documents and correspondence in respect of or in connection with the Tender and the work to be executed hereunder shall be in English Language only.

**2.3.9** All Central and State Governments duties, taxes and levies payable by the



Contractor under the contract or for any other cause, shall be included in the rates, prices and amounts submitted by the Tenderer. However, Goods and Service Tax, if any, may be claimed separately.

**2.3.10** Tenderer shall bear all costs for preparation and submission of his Tender. Employer will not be responsible for or pay for any expenses or losses which might be incurred or suffered by any Tenderer in connection with submission of Tender.

**2.3.11** The successful tenderer has to furnish the Performance Guarantee within 15 days from the date of award of work or before commencement of commercial operation whichever is earlier. If the successful Tenderer fails, Earnest Money Deposit furnished by the successful Tenderer will be forfeited. No interest shall be payable by the Employer on the EMD mentioned above.

**2.3.12** The Employer reserves the rights to reject all or any Tender or to accept any Tender in part or to annul the tendering process at any stage without assigning any reason thereof & do not bind themselves to accept the lowest or any other Tender. No reasons will be assigned for the rejection of any Tender.

**2.3.13** At any time prior to the last date for submission of tenders, the Employer may for any reason what so ever, change or modify the Tender documents by amendments. The amendments so carried out will be uploaded online. The amendment so carried out will form part of the Tender and shall be binding upon the Tenderers. The Employer may at his discretion extend the last date for submission of the tenders to enable the Tenderers to get reasonable time to submit their Tender after taking into consideration such amendments.

**2.3.14** The completed Tender shall be submitted through on line as per general guideline instruction given.

**2.3.15** The Tender (Main Bid and Bid -I) will be opened on the **04.10.2024** at 15.30 hours in the presence of such of the Tenderers who may wish to be present. Date of opening of price bid of qualified Tenderers will be intimated later.

**2.4 BID - I** shall contain the Technical Bid of document as issued by the Port duly filled in, and along with the following documents and the following general information and Technical Proposals:

1. Letter of Submission (Form of Tender)

2. The qualification questionnaire contains the forms as follows:

Form – I :A – Letter of Application

B - General Information

C - Tender acceptance letter

D - Back-up Organization of the Firm

Form – II : Financial Data

Form – III : Experience Record

Form – IV : Equipment proposed for the Project

Form – V : Proposed personnel for execution of work.

Form – VI : Power of Attorney

Form – VII : Proforma of Integrity Pact

3. The qualification of Tenderer is based on financial soundness, technical capability, work experience, past performance, reliability, organizational setup with qualified and experienced personnel, availability of resources and construction equipment.

i. Financial conditions

ii. Experience

iii. Equipment and manpower

4. **Form-VII** : It is a specific requirement for considering the bid that the Tenderers should sign and submit an “**Integrity Pact**” to be executed between the tenderer and V.O.Chidambaranar Port Authority along with the bid in a separate envelope superscribed “**Integrity Pact**” in Bid-I. Bids not accompanied by a duly signed “Integrity Pact” shall be liable for rejection

5. If necessary, additional sheets may be added to the forms. Each page of each form should clearly be marked in the right top corner as follows:

Form-I, page-1; Form-I, page-2; Form-I, page-3 etc.

6. Some of the forms will require attachment. Such attachments should be clearly marked as follows:

Attachment-1 to Form-I ; Attachment-2 to Form-I, etc.

7. Financial data and project costs should be given in Indian Rupees only.

8. The Tenderers should attend all meetings, discussions etc., called for whenever required by VOC Port in connection with the tender / works of this project at their own cost.
9. The information furnished by Tenderer must be latest and sufficient to show that the Tenderer is capable in all respects to complete the envisaged work successfully.
10. Incomplete information / information which are found to be of general nature may render the tender non-responsive. The following documents shall be enclosed with Tender.
11. Power of Attorney (in original) in favour of signatory/s to the Tender, duly authenticated by Notary Public.
12. Copy of Income Tax Return filed for the last three years assessment of Income Tax return filed with IT department, Profit & Loss account for last three years, Balance sheet (if a firm or a company) and Permanent Account Number of the Income Tax Assessment and Good and Service Tax Registration number along with copy of Certificate duly attested by Notary Public.
13. Independent Provident Fund Code Registration with Regional Provident Fund Commissioner.
14. A schedule of monthly electric power consumption and peak power requirement if required from Port.
15. A declaration to the effect that the Tenderer has not incorporated any conditions. In case any conditions are specified in the Price Bid, the tender will be rejected summarily without making any further reference to the Tenderer.
16. Approach and methodology for execution of work along with a Bar Chart showing completion schedule for each activity and whole of the assignment.
17. It shall contain clear particulars of his scheme for execution of works inclusive of the plants and temporary works which he intends to use, supply or construct as the case may be. It shall also contain weekly targets for various items of work set out in the schedules to fit in with the completion date specified in the Tender.

18. Details of main plants, crafts and equipment proposed to be used by the Tenderer to carry out bathymetry survey given in the Schedules with specifications, indicating the plants and equipment now owned by the Tenderer and proposed to acquire (if any) for this work.
19. Details of personnel with their qualifications and experience proposed to be employed by the Tenderer on the work.
20. Information regarding any current litigation in which the Tenderer is involved.
21. Copies of documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, duly attested by a Notary.
22. The **scanned copy** of Work Experience certificate along with BOQ details, Financial turn over as per Profit and Loss account for the last three years, Assessment of Income Tax return filed with IT Department and all the required documents mentioned above duly attested by notary public shall be uploaded and the same will be considered for evaluation.

**Note:** Bidders must not indicate directly or indirectly their financial proposal anywhere in the documents in the technical bid. Any such disclosure shall result in summary reject of whole of the proposal of the concerned Bidders.

## **2.5 Bid –II**

- a. The second bid No.-II shall contain the price quote only (BOQ) and it should not contain any conditions.
- b. The Tenderers are requested to quote rates for the different items of works as per the specifications and conditions mentioned in the documents without putting any conditions. The rates quoted by the Tenderers are for finished items of work.
- c. The Port will not be responsible for or pay for expenses or losses which may be incurred by any Tenderer in the preparation of this Tender.
- d. It must be clearly understood that the rates quoted in the Price Bid are to include everything required to be done as per Notice Inviting Tender,

Instruction for Tendering, Tender Conditions of Contract, Specifications, Bill of Quantities, Schedules and Drawings referred to therein and also for all such work as are necessary for the proper completion of the Contract, although specific mention thereof may have been omitted. The rates are for finished items of works and should be inclusive of cost of all materials, labour charges / Tools and Plant and incidentals necessary for carrying out and completing the works and also inclusive of clearance of site, temporary structures etc. No increase in rates will be permissible on any account after the price bid is opened.

**2.6 Opening of Tender:**

On the date and time specified in the Tender notice, following procedure will be adopted for opening of the Tender

**2.6.1 Main Bid and Bid No.-I**

Main bid No.-I will be opened by the Chief Engineer or his representative, on **04.10.2024 at 15.30 hours** for which Tenderers / authorized representative of the tenderer will be allowed.

**2.6.2 Bid No.-II (price bid)**

The price bid shall be opened on a date to be fixed later and intimated to all the responsive and eligible Tenderers to enable them to be present at the opening, if they so wish.

**2.6.3 General:**

- The qualification of Tenderer is based on financial soundness, technical capability, work experience, past performance, reliability, organizational setup with qualified and experienced personnel, availability of resources and construction equipment.
- Financial conditions
- Experience
- Equipment and manpower
- If necessary, additional sheets may be added to the forms. Each page of each form should be clearly marked in the right top corner as follows:
  - Form-I, page-1; Form-I, page-2; Form-I, page-3 etc.
- Some of the form will require attachment. Such attachments should be clearly marked as follows:

- Attachment-1 to Form-I; Attachment-2 to Form-I, etc.
- Financial data and project costs should be given in Indian Rupees only.
- The Tenderers should attend all meetings, discussions etc., called for whenever required by VOC Port in connection with the tender / works of this project at their own cost.
- The information furnished by Tenderer must be latest and sufficient to show that the Tenderer is capable in all respects to complete the envisaged work successfully.
- Incomplete information / information which are found to be of general nature may render the tender non-responsive. The above documents shall be enclosed with Tender.
- The Tenderer should quote only for the Departmental designs.
- Each Tenderer shall submit with his Tender a programme for the execution of the work. Work shall be carried out round the clock on all days except Sundays and holidays. On Sundays and holidays, work can be executed with prior written requisition of the Contractor and after getting permission.
- The Tenderer shall submit with his Tender such information regarding the plant and temporary works, as shall be necessary for a full understanding of the methodology proposed to be used to complete the work.
- The Tender shall be signed by person or persons so authorized by the Tenderer with signature duly witnessed and Company seal affixed. The Power of Attorney (in original) authorizing the signatory(ies) of the Tender shall be enclosed.
- The Price bid shall be un-opened if the Tenderer's submission in Bid-I is found non-responsive without assigning any specific reason whatsoever.
- The Tenderer shall note that no alternative or qualifying Tender conditions or alternative proposal for whole or part of the work will be acceptable. Tenders containing any qualifying conditions or even Tenderer's clarifications in any form will be treated as non-responsive and will run the risk of rejection and subsequently Part- II: Price Bid of such Tenderers will not be opened.
- Any time prior to the opening of the tenders, the Engineer may modify the Tender document by issuance of addenda, which shall be in writing and be uploaded online before the date fixed for submission of Tender.
- Permission to visit the Site will be given during the Tender period on prior application to the Chief Engineer, VOC Port Authority. Clarification if any

required, in connection with the work to be executed may be obtained from the Chief Engineer.

- Tenderer shall carefully examine the Conditions of Contract, Drawings and Specifications, visit the site of works and fully satisfy and fully acquaint himself in all respects and in particular about the local conditions, such as the nature and location of the work and accessibility to site, the rainfall, climatic conditions, winds and wind directions, waves, cyclones, tides, etc., around the work site, the number of working days available during the year, the configuration of the ground, the spring level, the sub surface soils, the character of equipment and facilities needed preliminary to and during the execution of the work, availability and wages of labour, materials, transport facilities etc., which may influence the work or cost thereof. He shall also inspect the sites wherein the materials can be procured and satisfy himself about the quality and availability of the materials to the specification. Any information available with the Chief Engineer, V.O.C. Port Authority will be made available to the Tenderer on request. But the Chief Engineer will not accept any responsibility for the accuracy thereof, or for the inferences that may be drawn there from. The cost of visiting the site shall be at Tenderer's own expense.
- The Employer will not be responsible for or pay for any expenses which may be incurred by any Tenderer in connection with the visits to and examination of the Site or for the preparation of his Tender for submission.
- Any further information may be obtained on application in writing to:

The Chief Engineer,  
V.O.C. Port Authority,  
Tuticorin - 628 004, India.

Telephone : 91-0461-2352252

Email id : [ce@vocport.gov.in](mailto:ce@vocport.gov.in)

- Any Tender not conforming with the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any Tender and has the right to reject any Tender without assigning any reason thereof and without any liability. No representation whatsoever will be entertained on this account.
- No responsibility will be attached to any officer of the Port for premature opening of or the failure to open a Tender which is not properly addressed and identified.

- All the conditions applicable to the Central Public Works Department including safety code, rules for the protection of health and sanitary arrangements for workers employed and labour regulations shall apply to this Contract also.
- No foreign exchange is available for this work. All payments will be made in Indian Rupees only.
- The rates quoted by the Tenderer should be kept valid for a period of 120 (One hundred and twenty) days from the date fixed for receiving the same or for such other periods as may be mutually agreed upon and it shall remain binding upon the Tenderer so that the Tender may be accepted at any time before the expiry of that period.
- Only such vehicles of the Contractor having valid permit from competent authority of Government will be permitted to enter the Harbour premises and for deployment in the work.
- Further the Tenderer undertake that if his Tender is accepted, to enter into and execute when called upon to do so, an Agreement with such modifications as agreed upon, and unless and until the formal Agreement is prepared and executed, this Tender together with the written acceptance of the Employer shall form a binding Contract between the Authority and the Contractor.
- The Contractor shall execute an Agreement in the form annexed and the cost of stamping the Agreement must be borne by the Contractor. The bill for the work shall be paid to the Contractor only after the execution of the Agreement.
- The Technical Bids of the Tenderers will be evaluated based on the whole work stipulated in Volume-II.
- The entire work may be entrusted to a single Tenderer—

**APPENDIX TO TENDER - IMPORTANT CLAUSES**

Description	Clause No.	Data
Earnest Money deposit	18 of Section I B	The tenderer shall furnish <b>Rs.3,01,815/- (Rupees Three Lakhs One thousand eight hundred and fifteen only)</b> as EMD
Performance Security	19 of Section I B	5% of accepted tender value
Security Deposit & Release of Security Deposit	20 of Section I B	10% deducted in each running bill subject to maximum of 5% of contract price. The Security Deposit shall be refunded within 30 days after



		acceptance by V.O.Chidambaranar Port Authority on Final Report.
Minimum amount of third party Insurance	34 of Section I B	Rs.15 Lakh for one occurrence
Labour	36 of Section I B	-----
Commencement of work	17 of Section I B	Within 15 days from the written order to commence the work.
Time of completion	5 of Section I B	Three months from the 15 <sup>th</sup> day of written order to commence the work
Liquidated Damages	8 of Section I B	1% of contract value per week or part thereof subject to maximum of 10% of tendered value.
Dispute between the Contractor and Employer	29 of Section I B	Decision of Chairperson, V.O.Chidambaranar Port Authority shall be final.
Entry of Labour and vehicles into Green Gate	28. of Section I B	Passes for entry for labour and vehicle on payment by the contractor.
Validity of tender	4 of Section I B	120 (One hundred and twenty days) from the last date of receipt of tender.
Jurisdiction	31.4 of Section I B	Tuticorin

## FORM OF AGREEMENT

THIS AGREEMENT made this . . . . . day of. . . . . Two thousand twenty four (2024) between the **Board members of the Port of Tuticorin**, a body corporate under Major Port Authorities Act, 2024 (hereinafter called the `Board' which expression shall, unless excluded by, or repugnant to the context, be deemed to include their successors in office) on the one part AND-----  
----- (hereinafter called the "**Contractor**" which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, Representatives and assigns or successors in office) on the other Part.

WHEREAS the Board members of the Port of Tuticorin is desirous of constructing the work, "Conducting Bathymetry survey in the inner Harbour basin and outer area at V.O.Chidambaranar Port"

WHEREAS the Contractor has offered to execute complete and maintain such works and whereas the Board has accepted the Tender of the Contractor and WHEREAS Contractor has furnished a sum of **Rs.3,01,815/-** (Rupees Three Lakhs One thousand eight hundred and fifteen only) as Earnest Money Deposit at the time of tendering, which will be adjusted against Security Deposit as per Clause 6.2.2 will be collected by deductions from the running bills, at the rates mentioned therein and Performance Security as per Clause 6.2.1 for the due fulfillment of all the conditions of this Contract.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
  - a) Form of Tender, Instructions to Tenderers, Appendix to Tender, Form of Agreement, General Conditions, General Information & Particular Specifications (Volume-I).
  - b) The Drawings (Volume-I)
  - c) The Bill of Quantities (Volume-II)

- d) Amendment and Tender letters
  - e) Correspondence with contract firm before the Letter of Acceptance.
  - f) The Letter of Acceptance - Work Order
3. The Contractor hereby covenants with the Board members of VOC Port to construct, complete and maintain the "Works" in conformity, in all respects with the provisions of the Contract.
  4. The Board members of VOC Port hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works the "Contract Price" at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties here unto have set their hands and seals the day and year first written.

The common seal of the members of Tuticorin Port was hereunto affixed and

The Chairman thereof  
has set his hand  
in the presence of

CHAIRMAN OF THE  
BOARD OF  
VOC PORT

Signed and sealed by  
the Contractor in the  
presence of

\* \* \* \*

## **I.B. PROCEDURES FOR SUBMISSION, SCRUTINY AND EVALUATION OF DOCUMENT:**

### **1.0. BACKGROUND :**

V.O.Chidambaranar Port is located in the Gulf of Mannar, in Tamil Nadu State on the South East Coast of India, at latitude 08° 45' N and longitude 78° 13' E and approximately 160 Km on the North East of Kanyakumari and 129 Nautical miles from the International Sea route connecting far East main shipping with Western region. V.O.Chidambaranar Port is one of the twelve major Ports in India, Commissioned in the year 1974, this fast growing Port, handled 28.64 Million Tonnes of Cargoes in the year 2013-2014.

**1.1.** V.O.Chidambaranar Port is an artificial Harbour impounding sheltered waters between North Breakwater 4.07 km. and South Breakwater 3.78 km. which run almost parallel apart 1.275 km. and provide an entrance width of 153 m. at the eastern end. The approach channel is 3.80 km. long, 230 m. wide. The existing depth in the approach channel is (-) 14.70 m. below CD and in the dock basin is (-) 14.10 m. below CD. V.O.Chidambaranar Port has 7 Nos. alongside berths and 1 Multi-purpose Berth and 2 Container Terminal and 2 Coal Jetties and 1 Oil Jetty and 1 Shallow Draught Berth. The types of cargoes handled at V.O.Chidambaranar Port are break bulks, dry bulks, liquid bulk and containers.

### **2.0 Aim of this assignment:-**

Conducting Hydrographic / Bathymetry survey using Multi Beam Echo Sounder (MBES) covering basin area of about 235 Ha, Outer area of about 15,600 Ha totaling 15,835 Ha of with a grid of 20m interval in the Inner Harbour basin and in the Outer area. The cost inclusive of Mobilization and de-mobilization of suitable survey vessels, positioning systems (DGPS), navigational and data logging system, multi beam eco sounder along with necessary accessories, equipments for tide measurement etc., to commence and complete the hydrographic survey as per standard specification including submission of report 5 Nos hardcopy and softcopy along with test data and as directed by departmental officers. The cost shall also include necessary insurance for men and machinery. (Port will issue necessary gate passes and

entry permit for survey boat on production of statutory documents and Port will allow to berth the survey vessel for checking, inspection, calibration of equipment without any cost subject to availability of berth).

- 2.1. The allowable time limit for conducting Bathymetry Survey including submission of report both in hard copies and soft copy will be 3 months from the 15th (fifteenth) day after the date of issue of work order.

3. **PROPOSAL**

To determine the existing depths in the area within the Port limits.

4. **Validity of Proposal**

The proposal shall be valid for a period of 120 days from the last date of submission.

5. **Time for Completion**

The whole assignment has to be completed in a maximum period of three months from the fifteenth (15) days after the date of issue of work order.

6. **Contents of Document**

6.1. **Document to be submitted in two bids**

Detailed Document conforming to the requirements stipulated in the document has to be as 'Technical Bid' and 'Price Bid' as described herein below:

6.1.1. **“Technical bid”**

Kindly refer Clause 2.4 of Section I of this document.

6.1.2. **"Price Bid"**

Kindly refer Clause 2.5 of Section I of this document.

7. **Submission of Reports**

The Firms shall submit number of Reports as follows:

- a) **Inception Report** : **2 copy**
- b) **Draft final Report** : **3 copies**

**c) Final Report : 5 copies and one soft copy in the form of CD / DVD**

**8. Liquidated Damage**

If the Contractor fails to complete the work in all respects within the time specified as per Clause 5 above, or within the extended time that may be allowed by the Engineer as per Clause 38 herein under, the Contractor shall pay or allow to the Board a sum of equivalent 1% per week or part thereof the total value of the Contract subject to a maximum of 10% of the total value of Contract as liquidated as ascertained damages and not by way of penalty, for every week or part thereof beyond the said period or extended period as the case may be during which the work shall remain unfinished. The minimum percentage with period for liquidated and ascertained damages will be decided on case to case basis. Such damages will be deducted from any money due or become due to the Contractor.

The payment of such damages will not relieve the Contractor of his obligations to complete the works or from any other of his obligations or liabilities under this Contract.

**9. Amendment to Document**

At any time prior to last date for submission of document, VOCPA may either on its own or in response to clarification/s requested by the Bidders, amend the document by issuing Addendum / s.

**10. Submission of Document**

Documents shall be submitted only through E-Tender. For further details visit <https://etenders.gov.in/eprocure/app>

**11. Opening of Tender:**

On the date and time specified in the Tender notice, following procedure will be adopted for opening of the Tender

**11.1 Technical Bid - Volume I:**

Main bid No.-I will be opened by the Chief Engineer or his representative, on **04.10.2024 at 15.30 hours for** which Tenderer's / authorized representative of the tenderer will be allowed.

**11.2 Price bid - Volume II:**

The price bid shall be opened on a date to be fixed later and intimated to all the responsive and eligible Tenderers to enable them to be present at the opening, if they so wish.

**12.0. Scrutiny and Evaluation of Technical bids**

The technical bids submitted by the bidders will be evaluated based on the conditions stipulated in NIT and tender document.

**12.1. Opening and Evaluation of Price Bids.**

**12.1.1.** The Port Authority will prepare the list of eligible Bidders / shortlist the Bidders who satisfy the conditions stipulated in Sl.No.3 of the Notice Inviting Tender above. Price Bids of the short listed parties shall be opened in the presence of authorized representatives of concerned parties who may wish to be present (not more than two persons for each Bidder) at appointed time. The date and time will be intimated to the concerned parties. At the time of opening, the officer of VOCPA appointed for the job, shall read out salient features of the documents.

**12.1.2.** Price Bid with any counter conditions, ambiguous remarks shall be rejected.

**12.1.3.** The documents shall be ranked as first lowest, second lowest and so on, based on the total amount quoted excluding applicable GST.

**13. Award of Assignment**

The Bidder selected for award of assignment shall be issued a letter of award by VOCPA. This letter along with written acknowledgement of the successful Bidder shall constitute a contract between the Bidders with V.O.Chidambaranar Port Authority, till signing of formal agreement.

**14. Extension of Validity of Document**

If it becomes necessary, VOCPA may request the parties, in writing, to extend validity of their bids/ documents. The parties shall have the right to refuse such an extension without forfeiting their EMD. In case if the Bidder extends the validity then it shall also extend the validity of its EMD for corresponding period.

**15. Right to Reject any Document, Annul the Process**

Notwithstanding any other provision in the Bid Document, VOCPA reserves the right to reject any or all documents or to annul the process of submission and scrutiny of the document at any stage without assigning any reasons.

**16. General Conditions**

**16.1. Definitions and Interpretation**

The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- (a) **"Employer / VOCPA"** means Board of V.O.Chidambaranar Port Authority or their successors and assigns, acting through its Chairman or any other officers so nominated by the Board.
- (b) **"Bidder / Bidders / Firm"** means the person or persons, firm, corporation, Joint Venture or Company who submits the Bid and whose Bid is accepted by the Employer and includes Firm's successors and permitted assigns.
- (c) **"Assignment"** and / or **"Contract"** means and includes all the tasks as contained in the Document, submissions of the Bidders, clarifications to these and methodology and approach as accepted by the Employer.
- (d) **"Award Price / Award Cost"** means the sum or amount for which the proposal submitted by the successful Bidders is accepted by the Employer.
- (e) **"Engineer / Officer-in-Charge"** means the Chief Engineer of the V.O.Chidambaranar Port Authority or his successor in office or any



other competent person appointed by the Employer and notified to the Firm.

**Notes :**

- (i) **Singular and Plural:** Words importing the singular only also include the plural and vice versa where the context requires.
- (ii) **Headings:** The headings as mentioned in the document shall not be taken to be part there of or be taken into consideration in the interpretation or construction thereof or of the contract.

**17. Commencement and Completion of Assignment:**

The successful Bidders shall commence the work within 15 days from the date of Work Order and carry out the same expeditiously and as directed by the Employer. The completion period of this assignment shall be three months excluding the 15 (fifteen) days mentioned herein earlier.

**18. Earnest Money Deposit**

The tenders shall be accompanied by Earnest Money Deposit amounting to **Rs.3,01,815/-** (Rupees Three Lakhs One thousand eight hundred and fifteen only) through CPP Portal. The tender will not be considered without EMD. EMD in any other form will not be accepted. EMD will not bear any interest. The EMD for unsuccessful Tenderers shall be returned on application from the Tenderers after the issue of work order to the successful Tenderer or on expiry of 60 days from the expiry of validity of the tender whichever is earlier. EMD furnished shall be adjusted against Security Deposit in case of successful Tenderer.

**19. Performance Security**

A sum worked out on the basis of **5%** of the accepted value of Tender shall be deposited by the Firm towards Performance Security for the performance of the work in the form of Online payment through RTGS/NEFT or irrevocable Bank Guarantee from a nationalised / scheduled bank with net worth of at least Rs.1000 Crores and having its branch at Tuticorin / Chennai in verbatim to the specimen enclosed (Annex – I), without any modifications, approved by the Employer within **15** days of date of Work Order / Letter of Acceptance or before the commencement of work whichever is earlier. The

Bank Guarantee should be sent to the Port directly by the issuing bank under Registered Post (A.D). However, the Employer / Engineer may relax the time limit of 15 days and extend it by further period as deemed fit in extraordinary circumstances for the reasons recorded by him. If the Performance Security Deposit is not deposited in time as prescribed above, the work order shall stand cancelled automatically and Earnest Money Deposit will be forfeited. The performance security will remain in force throughout the period of the work, and will be refunded thereafter. The amount stated above will not bear any interest with acknowledge dues. Further, for submission of BG, the Bidder has to ensure the following:

- i. Genuineness of Bank Guarantees from the issuing bank through SFMS for inland BGs and Swift Mode for outside India Bank Guarantees issued and confirmation will be obtained from Port Service Bank about veracity of the Bank Guarantee.
- ii. BG applicant (vendors/users/BG providers, etc.,) have to furnish the Port's full Bank details, Bank Account Number, IFSC code (Available in the Tender document) with Address, Branch Code to the issuer of Bank Guarantee Via SFMS, while the bidders seek BG from any Bank.
- iii. In turn the Issuer Bank will transmit the Bank Guarantee via SFMS to the beneficiary Bank of the Port Digitally.
- iv. The details of Port's bank account is tabulated as under:

a	Name & Address of the Bank	Indian Overseas Bank, Harbour branch, Tuticorin - 628004
b	Name of the Branch	Harbour branch
c	IFSC Code	IOBA0000143
d	Account No.	014301000000001
e	Type of Account	Savings Account
f	Beneficiary's Name	V.O.Chidambaranar Port Authority

**20. Security Deposit**

Security Deposit at 10% will be deducted from each payment subject to a maximum accumulation of 5% of the Agreement value after adjusting EMD remitted by the tenderer. The Security Deposit shall be refunded within 30 days after acceptance by V.O.Chidambaranar Port Authority on Final Report. The amount stated above will not bear any interest.

**21. Care and Diligence**

The Bidders shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Employer for the proper, efficient and effective execution of their duties.

**22. Signing of Agreement**

Within 15 days from the date of acceptance of Performance Security, the successful Bidder, shall prepare and submit the Agreement Form in line with the draft enclosed (Annex-II) to the Document. On approval by the Employer, the agreement shall be got stamped by the Bidders at their cost and signed by both the parties.

**23. Confidentiality**

The Firm shall treat all the documents and information received from VOCPA and all other related documents / communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Firm shall not divulge any information related to this assignment to anybody unless VOCPA authorizes this in advance in writing. The Firm shall return all the documents received from VOCPA from time to time after completion of the work related to those documents.

**24. Force Majeure**

- a) If either Bidder is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such Bidder gives to the other Bidder written notice of the event within 14 days (fourteen days) after its occurrence,

such obligations of the Bidder as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues;

- b) Neither Bidder shall be liable to the other Bidder for loss or damage sustained by such other Bidder arising from any event referred to in clause (a) above or delays arising from such event;
- c) The term "Force Majeure" as employed herein, shall mean "Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Land Slides, Earth Quakes, Storms, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either Bidder, and which, by the exercise of due diligence, neither Bidder is able to overcome."

**25. Taxes & Duties**

The firm shall pay all taxes, levies, duties which they may be liable to pay to State Govt. of Tamil Nadu and Government of India or other authorities under any law for the time being in force. The firm shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be ground or an excuse for not completing the Assignment within stipulated time nor a ground or an excuse for claiming any extra or additional costs nor a ground or an excuse for extension of time for completing the work. All such payments to be made by the Firm are deemed to have been included / considered while quoting for the proposal.

**26. Water and Power Supply for works**

The Contractor shall acquaint himself with the site conditions and be responsible for providing adequate water and power supply required for the works, his camp and colony and temporary works. For the total requirement of water the quantum indicating per day required etc., and for electricity, the power load with the equipments proposed for the workshop / temporary works etc., shall be furnished in the tender for further examination.

## **26.1. Water Supply**

The Contractor shall make his own arrangements for drawal of water required for the work including cost of all materials and conveyance to the site of work and nothing extra will be paid for the same. However, water required for the execution of work and for drinking purpose may be supplied to the Contractor subject to availability and at the discretion of the Engineer of the work from the nearest existing Departmental point of supply and cost will be recovered from the Contractor at Rs.70.00(Rupees Seventy only) per Kilo Litre of water supplied. The above water charge is subject to revision from time to time whenever the Tamil Nadu Water Supply and Drainage Board (TWAD Board) revises the rates. The Contractor shall make his own arrangements to draw water required for the work including cost of all materials and conveyance to the site of work and nothing extra will be paid for the same. The Contractor should fix the water meter at his cost at places required for him. Water shall be drawn through the meter only. If the Contractor fails to fix the water meter or if the water meter goes out of order, water charges shall be recovered at 1% of the value of the work done during that period.

It should be clearly understood that the Department does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the part of the Contractor to make alternative arrangements for water at his own cost. In the event of any temporary breakdown in the Departmental water mains and whenever the Department is unable to supply water due to scarcity, so that progress on his work is not held-up for want of water. No claim of damage or refund of water charge will be entertained on account of such breakdown, non-supply, etc., and any delay in completing the work for want of water will not be considered as hindrance to the work.

## **26.2. Power Supply**

Electric power supply will be made available for tapping for general lighting, welding and other such works under this contract to the extent possible.

Details of equipments proposed to be used and the power requirement maximum and minimum shall be indicated in the tender for the Port to examine the requirement.

The Contractor has to make his own arrangements at his cost to install tested meters at the respective points of supply at the Harbour area and to draw lines, put up fittings required and take electrical energy for lighting and power required for use.

The entire electrical installation shall conform to Indian Electricity Rules 1956 and as per general layout approved by the Chief Engineer. But the Contractor shall be responsible for the details.

No claim will be entertained by the Port for stoppage or failure of electric supply. In case of non-availability of electricity, the Contractor shall make arrangement for generator at his cost for uninterrupted power supply.

Current consumption charges consumed by the Contractor including meter rent if any will be recovered based on usual applicable Port tariff LT-VI (Local Tension Tariff-VI) subject to revision from time to time whenever TNEB revises the tariff.

**27. Facility / ies to be made available to Firm**

For berthing his support vessels, tugs, launches, etc., on emergency or for repairs, the space available in the Finger Jetty or the eastern wing of the VOC Wharf or any other vacant place which is free at that particular period shall be spared.

**28. Entry Pass**

Admission into the Harbour is regulated by pass. The passes for entry into Green Gate for Labour and vehicle of the firm in connection with the execution of this work shall be obtained at his cost as per tariff in force from time to time in this Port.

**29. Dispute between the Firm and Employer**

In case of any dispute between the Employer and the firm, all reasonable efforts shall be made for an amicable settlement in the first instance, failing which the decision of Chairperson, V.O.Chidambaranar Port Authority shall be final.

**30. Suspension of Assignment and Payments**

VOCPA may, by written notice to the firm, suspend the work and payment due to the firm either whole or in part under this contract, if any of the following events shall have happened and be continuing.

- a) A default shall have occurred on the part of the firm in the execution of the contract.
- b) Any other condition which makes it impossible for either Bidder, by reason of "force majeure" as referred to in Clause No. 24 (c) to successfully carry out the assignment/s or to accomplish the purpose of the contract.

**31. Termination of Contract**

**31.1. Termination of Contract by VOCPA.**

If any of the following events shall have happened and be continuing, the V.O.Chidambaranar Port Authority may, by written notice to the firm, terminate the Contract.

- a) Any of the conditions referred to in Clause No. 30 shall continue for a period of 14 days after VOCPA shall have given written notice to the firm for the suspension of payment to the firm under the contract.
- b) In any event, VOCPA may terminate the Assignment at any time by giving not less than 30 days (thirty days) prior notice to the Firm.

**31.2. Termination of the Contract by the Firm**

The Firm shall promptly notify VOCPA in writing of any situation or of the occurrence of any event beyond the reasonable control of the firm which makes it impossible for the firm to carry out its obligations. Upon confirmation in writing by VOCPA of the existence of any such situation or event, the firm shall be relieved of his liability, from the date of such confirmation by VOCPA and the firm may thereupon terminate the Contract by giving not less than thirty (30) days prior written notice thereof.

### **31.3. Termination Procedure**

- a) Upon termination of the Contract under clause 31 (i.e.) receipt of notice of termination under clause 31.1 or the giving of notice of termination under clause 31.2, the Firm shall take immediate steps to terminate the Services in a prompt and orderly manner and reduce losses and to keep further expenditure to a minimum.
- b) Upon termination of the Contract (unless such termination shall have been occasioned by the default of the Firm), the Firm shall be entitled for reimbursement of such costs as shall have been duly incurred prior to the date of such termination which is acceptable to VOCPA.

### **31.4. Laws Governing the Contract**

This contract shall be governed by the Indian Laws for time being in force "under the Jurisdiction of Tuticorin".

### **32. Safety, Security and Protection of the Environment**

The Contractor shall ensure the following, throughout the execution and completion of the works under this contract and the remedying of any defects therein:

- a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
- b) Provide and maintain at his own cost all lights (working and warning lights at night times), buoys, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer, Marine Department of the Port or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others.



### **33. Employer's Risks**

The Employer's risks are:

- a)** War hostilities (whether war be declared or not), invasion, act of foreign enemies,
- b)** Rebellion, revolution, insurrection, or military or usurped power, or civil war,
- c)** Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- d)** Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- e)** Riot, commotion of disorder, unless solely restricted to employees of the Contractor or of his Sub-Contractors and arising from the conduct of the Works,
- f)** Loss or damage due to the use or occupation by the employer of any section or part of the permanent works, except as may be provided for in the Contract,
- g)** Loss or damage to the extent that it is due to the design of the works, other than any part of the design provided by the contractor or for which the contractor is responsible, and
- h)** any operation of the forces of nature like Earthquake, Tsunami, Cyclone etc., against which an experienced Contractor could not reasonably have been expected to take precautions.

### **34. Third Party Insurance (Including Employer's Persons & Property)**

The Contractor shall, without limiting his or the Employer's obligations and responsibilities insure, in the joint names of the Contractor and Employer, against liabilities for death of or injury to any person including any employee of the Employer and the Engineer or loss of or damage to any property (other

than the Works) including fishing boats fishing nets etc., arising out of the performance of the Contract at the rate of Rs. 15 lakhs for one occurrence. This insurance shall be revalidated from time to time if required.

**35. Accident or Injury to Workmen**

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Sub-Contractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

**36. Engagement of Staff and Labour**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

**37. Labour Laws and Regulations**

The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and Bye-Laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or local Authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970 and Equal Remuneration Act, 1976, Employees' State Insurance Act, 1948 Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees' Provident Fund Act and schemes made under same Act, Health and Sanitary Arrangements for Workmen, Insurance and other benefits including Seaman Provident Fund etc. and shall keep the Employer indemnified in case any action is commenced for contravention by the Contractor. If the Employer is caused to pay or reimburse any amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated here-forth on the part of the

Contractor, the Engineer shall have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

Taxes due to a new legislation after last date of submission of tender will be adjusted on production of documentary evidence.

**38. Extension of Time for Completion**

In the event of

- a) any delay caused by the amount of nature of extra or additional work,  
or
- b) exceptionally adverse climatic conditions,  
or
- c) any delay, impediment or prevention by the Employer,  
or
- d) other special circumstances which may occur, other than through a default or breach of Contract by the Contractor or for which he is responsible, being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Engineer shall, after due consultation with the Contractor, determine the amount of such extension and shall notify the Contractor accordingly.
- e) No escalation in rates or amount shall be allowed for the work on this account.

**39. Cost of Remedying Defects**

All work shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:

- a) The use of Plant or workmanship not in accordance with the Contract,  
or
- b) Where the Contractor is responsible for the design of part of the equipment or mode of execution or any fault in such design, or
- c) The neglect or failure on the part of the Contractor to comply with any

obligation, expressed or implied, on the Contractor's part under the Contract.

**40. Contractor's Failure to Carry out Instructions**

In case of default on the part of the Contractor in carrying out such instruction within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and if such Work in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Engineer, and may be deducted by the Employer from any moneys due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly.

**41. Valuation at Date of Termination**

The Engineer shall, as soon as may be practicable after any such entry and termination by the Employer, fix and determine ex-parte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify:

- a) what amount (if any) had, at the time of such entry and termination, been reasonably earned by or would reasonably accrue to the Contractor in respect of Work then actually done by him under the Contract, and
- b) The value of any of the said unused or partially used materials, any of Contractor's Equipment in any Temporary Works.

**42. Payment after Termination**

If the Employer terminates the Contractor's employment under this Clause, he shall not be liable to pay to the Contractor any further amount (including damages) in respect of the Contract until the expiration of the Defects Liability Period and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be

entitled to receive only such sum (if any) as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Payment of sum as certified by the Engineer, if any, shall be made to the contractor only on successful completion of the work by the employer or other contractor(s) employed by him.

**43. Environment and Pollution**

V.O.Chidambaranar Port has a stringent environmental monitoring system conforming to IMS-ISO 9001:2015, ISO 14001:2015, OHSAS-18001-2015. Therefore, the Contractor shall take all reasonable precautions that -

- i) Soil investigation operations do not cause any adverse impact on the water quality and marine productivity in the vicinity
- ii) To prevent discharge of sewage, bilge wastes and other liquid wastes including ballast, into the marine environment, adequate system for collection, treatment and disposal of liquid wastes including shoreline interceptor for receiving liquid wastes from all shoreline installations and special hose connection for supporting crafts to allow for discharge of sewage must be provided. A note on the facilities for such treatment shall be submitted to the Port.
- iii) Adequate noise control measures must be adopted to contain the noise within the prescribed standards in the work zone environment which should not exceed 70 dB (A) at a distance of 100 m from the equipments. However, the Contractor should restrict the noise as far as possible taking due care of the nearby operational area of the Port.
- iv) Quality of treated effluents, solid wastes, emissions and noise levels, etc., must conform with the standards laid down by the Central / State Pollution Control Board and under the Environment (Protection) Act, 1986.

**44. Site Protected Area**

Admission into the Harbour is regulated by pass and the contractor shall get passes required on payment of fees as levied by the Port from time to time as per Scale of Rates for labour / staff for entry into Harbour for his work.

The passes for entry into Green Gate for Labour and Vehicles of the Contractor in connection with the execution of this contract work shall be obtained at his cost as per tariff in force from time to time in this Port.

No Licence fee will be collected for the entry of construction equipments, floating crafts, Boats and tugs, barges, pontoons, auxiliary equipments etc., to be stationed in the work spot to be certified by the Engineer.

**45. Removal of Craft or Plant which has Sunk**

The Contractor shall forthwith and with despatch at his own cost raise and remove any craft or plant (floating or otherwise) belonging to him or to any sub-Contractor employed by him (including also any plant which is held by the Contractor or any Sub-Contractor under agreement for Hire or Hire-Purchase) which may be sunk in the course of the work or otherwise deal with the same as the Engineer may direct or until the same shall be raised and removed, the Contractor shall set all such buoys and display at night such lights and do all such things for the safety of navigation as may be required by the Engineer or by Employer. In the event of the Contractor not carrying out his obligation imposed upon him by this Clause the Employer may provide buoy and light such sunken craft or plant and raise and remove the same and the Contractor shall refund to the Employer all costs incurred in connection therewith.

**46. Port Authority Rules**

**46.1.** 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 Engineer. Under no circumstances shall inflammable materials be allowed to spill into the Harbour waters.

**46.2.** 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.

**47. Bribes**

If the Contractor or any of his Sub-Contractors, agents or servants offers to give or agrees to offer or give to any person, any bribe, gift, gratuity or commission or an inducement or reward for doing or forbearing to do any action in relation to the Contract or any other Contract with the Employer or for showing a forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Employer, then the Employer may enter upon the Site and works and terminate the employment of the Contractor.

**48. Service Boat**

The Contractor shall provide a service boat capable of carrying upto 5 persons for transport between the shore and the site area suitable to the site conditions. The boat shall be available for use at all times at the designated shore site. The rate quoted shall include this provision also. The boat shall have the required number of life jackets, safety devices, fenders, anchors, etc. and provided with competent crew to operate the boat. The boat along with the crew and passengers upto 5 shall be insured for any mishaps.

**49. First Aid Facilities**

The Contractor shall provide and maintain upon the Work sufficient proper and efficient lifesaving appliances and first aid equipment to the approval of the Engineer and in accordance with the requirements of International Labour Organisation (I.L.O.) Convention No. 62. The appliances and equipment shall be available for use at all times. For work carried out within the dock area or in the vicinity of any wharf or quay, the Contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961. The Contractor shall indemnify the Port from the cases booked by the Labour Enforcement Officer (L.E.O.) for his negligence.

**50. Licenses, Permits, etc.**

The Contractor shall make his own arrangements for obtaining all necessary

licenses, permits, etc., for his crafts and also for the procurement of any spares that he may require during the progress of the Works. The Contractor shall have adequate supply of necessary spares from the very beginning to ensure that no serious delay or hold-up occurs in the execution of Works.

**51. Safety and Security Measures**

- a) The method of Bathymetry survey for successful completion of Work shall be at the sole discretion of the Contractor. The Contractor shall take all preventive and precautionary measures to ensure complete safety of all Site personnel, inhabitants of the buildings / structure including any third party, together with all buildings / structure on or around the site Temporary and permanent including adjacent building / structure and buildings completed or partly completed by any third party, till satisfactory completion of work respect to each existing building.
- b) The Contractor shall comply with all applicable Laws, Regulations and Standards. The Contractor shall be responsible for the co-ordination of all safety matters and shall promptly comply with any specific safety instructions given by the Engineer or by the respective authorities.
- c) When any work is performed at night or where daylight is shut off or obscured, the Contractor shall, at his cost provide appropriate lighting facilities to continue execution and permit inspection. During such periods the access to the place of Work shall also be clearly illuminated. All wiring for electric lights and power shall be installed and maintained. Security fastened in a place at all points, and shall be kept away as far as possible from telephone and signal wires. All wiring shall be subject to approval by the Engineer.
- d) The Contractor shall adequately safeguard the Site, products, materials, Plant and the Works from damage and theft.

The Contractor shall provide his and his Sub-Contractor's staff and work people with permits required for admittance to restricted areas.



In relation with this Contract the following shall be observed.

- i) Any Security procedures as demanded by competent authorities / Port Authority such as passes, badges interruptions to Work, etc., shall be strictly adhered to.
- ii) The cost for Security measures under this Clause shall be borne by the Contractor.

**52. Navigable Channel to be Kept Free**

Throughout the period of the Contract, the Contractor shall ensure that the work is carried out without causing any obstruction or interference to the normal traffic in the Approach Channel and Basin as specified elsewhere in the Contract Agreement. The Contractor's craft and personnel shall at all times adhere to the established Rules of Port Authorities and comply with any directions in respect of navigation in the Basin waters that may be issued from time to time by the Engineer and Port Authorities. The Contractor shall also conform in every way to the requirements in respect of marking, lighting and watching any structure, craft or equipment employed in the execution of the Contract.

**53. Working Condition**

**53.1. Access to the Site**

The access of men and materials to the site has to be through Main Gate of the Port. The Contractor has to comply with all necessary formalities as per Port Rules for movement of men and material on to the site and also to communicate with Port Control when any movement is required. The Contractor has to obtain Port permit for their workers and their vehicles. In the case of labour / staff, Antecedence Certificate from the Police Department is to be obtained. Only upon receipt of such certificate along with the request letter, Port will consider to issue annual / daily passes. Movement of floating crafts has to be through the entrance channel of the Port. However, the Contractor has to obtain necessary permission from Port Authorities for movement of floating crafts in and outside the Basin. The movement of Contractor's floating crafts should not interfere with the movement of the Port crafts / cargo vessels in the basin.

## **53.2. Port Requirement**

The normal business will be continued throughout the progress of the works and the Contractor must conduct his operations so as not to obstruct shipping, Port traffic and operations.

The Contractor shall obey orders and directions given by the Engineer or his authorised representative in the course of the discharge of his duties. Floating plant shall display day and night signals as required by the Port Authority.

All Floating Equipments concerned with the Work shall display riding lights when in moored or buoys in the Port area and shall not obstruct other Port traffic.

The Contractor shall ensure that a lookout is kept all times, in order that any wires, chains, cable or other appurtenances for mooring can be slackened down to the sea bed, so as not to endanger vessels navigating in the area where Bathymetry survey is taking place, and he shall notify the Engineer or his delegated representative immediately of any difficulty involved with the requirement to slacken moorings. The contractors at all times be responsible for ensuring the mooring which may be required in connection with the works do not impede or endanger Port traffic. All anchors or other securing devices for mooring are to be placed in accordance with the requirements of the Port. The contractor shall ensure that the Port is provided with an accurate fix of the position of all anchors, securing devices and mooring lights, as and when this information is required. The contractor shall work only in specified area authorised by the Employer / Engineer.

The Contractor shall maintain a close liaison with the Employer / Engineer whilst Bathymetry survey are taking place and the Contractor shall comply with all reasonable requests from Port Users regarding cessation of Bathymetry survey operations to allow movement of vessels in the Port Basin.

Whenever necessary, the Contractor shall remove and relocate temporary mooring or anchor buoys as directed by the Engineer.

**53.3 Employees State Insurance Act 1948 (34 of 1948)**

- i. If the contractor is likely to employ more than 20 employees, the contractor should have obtained ESI code. Further, the contractor should submit the ESI code number and confirm the payments made to them.
- ii. If the contractor employs less than 20 employees, the contractor has to give the list of employees to be deployed by them. The said contractor should have to pay them Employer and employee contribution to ESI in the code OF VOCPA. Otherwise, payment to the contractor will be withheld.
- iii. If the contractor failed to comply with the above directions, the Principle Employer i.e Port Authority will recover the amount from the contractor bill and make payment to ESI.

**53.4. Employees Provident fund Act 1952.**

The contractor has to comply with all provision contained in EPF & MP Act 1952. Rate quoted in BOQ (Prescribed) shall not include EPF component. The claim for EPF component shall be admitted as per actual on submission of documentary proof of payment made to EPF authorities along with full details of man power deployed and calculation of contribution.

**54. E-PAYMENT - Payments of contractor bills through Banks:-**

Payments due to the contractor may, if so desired by him by made to the bank instead of direct to him, provided that the contractor furnishes to the Engineer– in –Charge (1) **an authorization in the form** of a legally valid document such as a **power of attorney** conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by employer or his signature on the bill or other claim preferred against employer before settlement by the Engineer – in – Charge of the account or claim by payment to the Bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible present his bills duly receipted and discharged through his bankers. Nothing here in contained shall operate to create in favor of the bank any rights or equities vis-à-vis the Board.

The date on which e-payment to the contractor by the employer will be considered as the date of payment for all purposes. Delay in making such payments by the employer due to exceptional circumstances shall not nullify or vitiate in any way or other the conditions of the contract and the contractor shall have no claim on this account.

The Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction. Balance payment will be released on completion of work to the satisfaction of Engineer's Representatives. No claim will be entertained by the Port in this account

For the e-payment, Port has made working arrangements with the following Bankers:

- a) State Bank of India, Main Office, Tuticorin.
- b) Indian Overseas Bank, Harbour Branch
- c) Canara Bank, Harbour branch

The arrangements designed to work are as follows:

1. The amount due to the payee will be intimated to the port Bankers in the form of Electronic messages.
2. The Bank will arrange to credit the amount to the parties account through electronic transfer failing which by other modes as detailed further.
3. If the payee's account is with any of the computerized & net worked branches of the above named Banks, the amount due to the payee will be credited to the payee instantly without payment of Bank charges.

#### **54.1**

#### **The tender shall be submitted with the following information**

1. Details of technical personnel proposed to be employed by the tenderer on the execution work for which the tender is submitted.
2. Attested copy of return of Income Tax filed with the Indian Income Tax authorities the case of tenderer who are Indian Nationals or firm or

contractor companies registered in India and liable for tax under the Indian Income Tax Assessment.

3. A copy of the certified latest balance sheet in case the tenderer is a firm or a company. Permanent account number of the Income Tax Assessment.
4. Attested copy of registration certificate under GST if applicable.

**55. Interruptions to Work**

The bathymetry survey operations in the approach channel area where it would normally be required / utilised for movement of vessels entering the Port and Port's crafts can be done taking into consideration the movement of the vessels and Port's crafts. No claim whatsoever for additional payments on account of the specified interruption will be entertained.

**56. Progress Photographs**

The Contractor shall arrange to take photographs during the execution of sub-soil investigations. The photographs shall be in two albums containing minimum of 36 clips each. The photographs shall be of size 15 cm x 10 cm. On completion of works, the Contractor shall submit all photographs taken during the execution of work in the album. The contractor shall also submit the photographs in the form of CD / DVD for record at the office of the Engineer. The Contractor shall obtain prior written permission from the Chief Engineer for taking photographs inside and outside of the Harbour Basin so as to enable the Engineer for getting approval of the Competent Authority.

## SECTION - II

### PARTICULAR SPECIFICATIONS

#### CONDUCTING BATHYMETRY SURVEY IN THE INNER HARBOUR BASIN AND OUTER AREA AT V.O.CHIDAMBARANAR PORT, TUTICORIN.

##### 1.0 Objectives

Assessment of water depths at the proposed project location in order to carry out engineering analysis and volume of dredging quantities.

Broad objectives of the investigations are as follows.

- To assess the physical parameters and to estimate dredging volume.
- To obtain sediment concentration and there nature in the sea water of the proposed approach channel area.

##### 2.0. ENVIRONMENTAL CONDITIONS

##### 2.1. Atmospheric Pressure

The mean atmospheric pressure reduced to MSL is 1010.70 milli bars and the monthly maximum observed mean Sea level pressure is 1014.00 milli bars.

##### 2.2. Temperature

The mean of the daily maxima and minima are about 38° C and 26 ° C in summer and 28 ° C and 20 ° C in winter.

##### 2.3 Relative Humidity

The maximum humidity are 52% and 81% during South West Monsoon and North East Monsoon respectively. The highest and lowest values of humidity will vary from 81% in winter to 61% in summer.

##### 2.4 Rain fall

Tuticorin experiences rain from both South-west and North-East monsoons. The major quantum of spell occurs over the period from September to March.

The average annual rainfall observed over a period of 37 years is about 610 mm. However; V.O.Chidambaranar Port received the highest rainfall of about 1100 mm. In 1997 which was not witnessed in the past 50 years.

## **2.5 Wind**

Monsoonic winds from N to ENE in the months of November to February with average wind speed of 27.5 km/ hr. and heavy land winds from west NW into WSW in the months of May to August with average wind speed of 29 km/h and maximum wind speed of 80 km/hr are predominant.

### **2.5.1 Deep Sea**

The estimated wind speed exists around 25 km/hr in January, May and October, 15 km/hr in February, March and September, 5 to 15 km/hr in April and November, 35 km/hr in December, 25 to 55 km/hr in July and about 55 km/hr in June and August. Strong wind prevails during South West Monsoon as well as North East Monsoon. The wind direction predominantly vary between 60 ° - 90 ° during November to March 220 ° – 270 ° during May to September and 180 ° in April.

### **2.5.2. Shore**

Morning wind prevailed about 10 knots during January – March, June, July, October and December and less than 5 knots during rest of the year. Evening wind was 10-15 knots throughout the year. Morning wind was from 20 ° in December to March and about 250 ° during rest of the year. Evening wind was 110 ° in December to March and 230 ° – 290 ° during the rest of the year.

## **2.6. Cyclone**

Cyclones may occur during the North-East monsoon. Occurrence of cyclone at Tuticorin is not frequent. However, this Port experienced a direct hit of a cyclone during November, 1992. The highest wind speed recorded during the cyclone time was 113 km / hour from ESE direction. The Port also experienced during December, 2000 the shadow of a cyclone which crossed near Tuticorin, during which the maximum wave height recorded by the Data Buoy of NIOT placed off Tuticorin was 3.00 meter.

## 2.7. Wave

National Institute of Ocean Technology has deployed one shallow water wave rider buoy to collect physical oceanographic information off Tuticorin Port. Wave information collected by this buoy has been analyzed and a one year data has been prepared. The wave height, wave period and wave directions are shown in the Table 1 to 3.

1. The peak wave heights are observed during the mid of May and August of the order of 2.2 m and during December of the order of 1.50m.
2. The peak wave period is 9 s with the wave approaching from South of South East.
3. The Peak wave heights of 1.75 m and 2.25 m are observed from the waves approaching from East and South directions respectively.
4. The wave directions vary from about 45 ° (North east) to 225 ° ( South West).

**Table -1 Frequency analysis of Wave Height**

Wave Height Range ( m)	Number of Occurrences	% of Occurrences	Cumulative % of Occurrences
<0.2	0	0.0	0.0
0.2-0.4	5	0.2	0.2
0.4-0.6	158	5.6	5.8
0.6-0.8	817	28.7	34.5
0.8-1.0	646	22.7	57.2
1.0-1.2	621	21.9	79.1
1.2-1.4	266	9.4	88.5
1.4-1.6	228	8.0	96.5
1.6-1.8	77	2.7	99.2
1.8-2.0	20	0.7	99.9
>2.0	4	0.1	100.0



**Table – 2 Frequency analysis of Wave Period**

Wave Period (s) Range	No. of Occurrences	% of Occurrences.
<2.5	0	0.0
2.5-3.0	7	0.2
3.0-3.5	252	8.9
3.5-4.0	633	22.3
4.0-4.5	398	14.0
4.5-5.0	575	20.2
5.0-5.5	345	12.1
5.5-6.0	236	8.3
6.0-6.5	151	5.3
6.5-7.0	117	4.1
7.0-7.5	72	2.5
7.5-8.0	31	1.1
>8.0	25	0.9

**Table – 3 Frequency analysis of Wave Direction from North**

Wave Direction (°) Range	No. of Occurrences	% of Occurrences
<10	1	0.0
10-30	5	0.2
30-50	32	1.1
50-70	171	6.0
70-90	343	12.1
90-110	249	8.8
110-130	187	6.6
130-150	246	8.7
150-170	863	30.4
170-190	571	20.1
190-210	138	4.9

210-230	28	1.0
230-250	5	0.2
250-270	1	0.0
>270	0	0.0

## 2.8 Currents

The currents along the coast generally set with wind. Currents are weak ranging from 0.5 to 1.00 knot. The currents are southerly or northerly depending on the monsoon seasons.

## 2.9 Tide

The tide levels from Chart Datum at Tuticorin are given below.

Lowest Low Water Level	:	+ 0.11 m
Mean Lower low Water Springs	:	+ 0.25 m
Mean Low Water Springs	:	+0.29 m
Mean Low Water Neaps	:	+ 0.55 m
Mean Sea Level	:	+ 0.64 m
Mean High Water Neaps	:	+0.71 m
Mean High Water Springs	:	+ 0.99 m
Highest High Water Level	:	+ 1.26 m

## 3. Datum

The Datum to which levels and soundings have been reduced for the purpose of Drawings in Contract is the chart datum which is 2.36 metre below the G.T.S. Benchmark situated beside the path leading to the main entrance of the Holy Trinity Church of England at Tuticorin. The Contractor will be given, by the Engineer, the value of a Benchmark relative to the chart Datum located near the Green Gate of the Port which shall be used for all setting out, soundings etc.

## 4. Site Organization

Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy proper site organization

and augment the same as decided by the VOCPA depending upon the exigencies of work. The Bidder shall submit the details of minimum site organization proposed by him. A daily progress report shall be including number and depth of boring conducted, field test conducted etc.

**5. Site Cleaning**

- a) The Contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.
- b) Working site should be always kept cleaned up to the entire satisfaction of the VOCPA – Before handing over any work to Owner; the Contractor shall clear the site to the entire satisfaction of VOCPA, in addition to other formalities to be observed as detailed in the document.
- c) After submission of report and cleaning of site, the contractor is supposed to deliver the soil samples to the V.O.Chidambaranar Port Authority for their physical stock.

**6. Equipment**

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule deploy adequate equipment and tools and tackles and augment the same as decided by the VOCPA depending on the exigencies of the work so as to suit the schedule. The Bidder shall submit a list of equipment he proposes to deploy for the subject work along with deployment schedule. No Equipment shall be supplied by VOCPA.

The bidder should ensure the necessary Plant & Equipments along with methodology of execution of work to carry out Bathymetry survey as per the direction of Engineer in-charge.

The following equipment shall be deployed by the survey agency, but not limited to, for carrying out the bathymetry survey.

- i. DGPS receiver with satellite delivered correction signals
- ii. Multi beam echo sounder

**Note:** Any other equipments / instruments required to carry out Bathymetry survey shall be deployed by the firm at their own cost.

## **7. Terms of Payment**

1. The rate quoted shall include all charges for the equipment and the personnel as required along with vessel. The rate shall also include the expenses in transportation of the equipment, vessel and personnel during journey time, other costs such as hire charges of equipment and personnel shifting from one location to another and any other incidental charges etc.
2. Rates quoted must include all other charges, including estimated downtime for weather, watch and ward, boat hire, boarding and lodging for personnel, etc. No other charges whatsoever, other than those shown on the BOQ will be entertained for completion of this assignment.
3. The quantities shown against various items in BOQ are approximate only and subject to variations the payment shall be made on actual work done, at the pro-rata basis.
4. The contractor has to note that the tender is for engineering investigations and not for lease of vessel and equipment. As such the contract will not be in the charter/hire format. It is understood that the contractor will be the charterer of the vessel.
5. The prices shall be quoted in Indian currency i.e. in Indian Rupees.

## **8. Running Account Bill and Payment.**

The Contractor shall prepare "running account bills" during the execution of the works and forward to the VOCPA. On VOCPA certifying the work done as per specifications and contract requirements, it shall be submitted to the VOCPA who will make the payment directly to the Contractor after deducting amounts towards security deposit and TDS.

The Security Deposit at 10% will be deducted from each running bill subject to a maximum of 5% of the contract value. This security Deposit will be refunded to the contractor after passing the final bill.

## **8.1 Certification of Field Testing Equipment**

Filed testing equipment instrumentation shall be checked and approved by Engineer and the consolidated report shall be included along with report.

## **8.2 Supervising Staff**

The work shall be supervised under the qualified and experienced engineer having field experience in the similar kind of projects. Necessary evidence for the qualification of the staff shall be submitted to Port before a commencement of the work for approval.

## **9. Safety Measures at work Place**

The contractor shall make necessary arrangements to transport the Clients personnel, the EIC and officials visiting the site by means of suitable boats from land to offshore investigation location and back whenever required during investigations.

The contractor shall ensure the overall safety of working and follow strictly all safety measures during working. As a minimum the following shall be taken care.

- 1) The contractor, for the safety of men and equipment, shall prepare a scheme and the same shall be approved by Engineer before the start of work.
- 2) Only Experienced operators and workers shall be working on the platform.
- 3) All men working at site shall be provided with Safety Helmet and Safety Shoes.
- 4) Life jackets and lifeboats & standby boats shall be provided at working place.
- 5) Communication between working place, standby boat and land point (Site office) shall be continuously ensured through walky talkie and mobile phones.
- 6) Adequate lighted buoys shall be provided around the work place to

avoid any collision by fishing boats operating in the area.

- 7) Lighting generator is provided on each staging platform for lighting for night work if any and for providing navigational lights.
- 8) Drinking water in sufficient quantity shall be available at working place. Also Necessary lighting arrangements shall be made at work place at night.

## **10. Survey Plan**

The following are the essential details on the method of field survey/ investigations:

### **10.1 Bathymetric Survey**

Survey boat fitted with multi beam dual frequency echo along with heave sensor, DGPS and PC / Laptop shall be mobilized to carry out the bathymetric survey. Bathymetric survey shall be carried out in North South direction from CB1-CB2 to the General Cargo berth and East west direction from the shore to the north break water.

Pre survey bar check for the echo sounder measurement must be carried out, the bar check should be repeated every day before the commencement of the survey or as instructed by engineer in charge. The survey tracks proposed for the survey shall be prepared and forwarded to the client for approval before the commencement of the survey.

Automatic tide gauge station shall be established at site for continuous measurement during the survey period and the tidal station shall be connected to the benchmark. The position information should be stored using DGPS, which shall provide accuracy better than +/- 1m.

Necessary tidal correction to be applied for bathymetric measurements carried out at site.

The surveyed tracks of the boat should be worked out using standard hydrographic software like HYPACK MAX / equivalent and the map shall be presented in UTM & Geodetic co-ordinates using WGS-84 datum.

## **10.2 Conduct of Surveys:**

### **10.2.1 Sounding Survey Requirements**

The echo sounder transducer located as close as practicable to the centre line shall be installed through the hull of the vessel or fitted at the side of the survey vessel.

The chart (paper) speed and the associated speed of the survey vessel during a sounding traverse shall be calibrated to ensure that 10m of bottom traverse are represented by at least 75mm of echo trace.

Sensitivity (gain) controls shall be adjusted to the maximum level that still produces a clear bottom echo trace.

The hydrographic surveying software shall be able to pick up minimum three sounding in a second in sounding traverse so as to produce the continuous record of the bed profile.

All values of the gain setting and adjustments thereto shall be noted on the echo chart for each traverse.

Prior to and after each sounding session, the echo sounder shall be calibrated by bar checking and the records of the bar check shall be kept with the session sounder traces. Each sounder trace shall be reduced for tide height (provided by VOCPA) and settlement of the survey vessel, if applicable and the design profile shall be clearly marked on the echo sounding trace as well as on the hydrographic surveying software.

The automated hydro graphic surveying software system shall store the recorded depths in digitized format for subsequent automatic computer plotting. In this event fully annotated analogue (hard copy) records shall be maintained.

The method of data acquisition and associated processing techniques and computations proposed by the contractor shall be the subject of prior approval by the Engineer.

**10.2.2** Survey shall be conducted jointly by the contractor and Engineer's Representative, any additional spell of survey if required shall be done jointly by Engineer's Representative and contractor only.

The contractor shall allow the Engineer's Representative to be present during any surveys, elaborations or any connected activities. He shall give ample prior warning of plans to work in this respect and provide the Engineer's Representative with every assistance to fulfill his duties. The surveys shall be carried out in accordance with schedules to be approved by the Engineer's Representative.

**11. Survey methods**

Information to enable the contractor to accurately define the boundaries of the survey area is supplied on the Drawings. It shall be the contractor's responsibility to erect and maintain any visual or other marks at site required to accurately control the survey operation.

The contractor shall provide all labour, materials, plant and equipment to set out the Works, to monitor, progress, survey the area that the Engineer or his representative may require at any time to check and carry out the work or to check the work completed.

This survey shall establish the basis for payment to the contractor.

Survey of the area shall be using a hydro graphic technique.

Hydrographic survey shall be carried out using a high frequency Multi beam echo sounder, which shall be capable of sounding with accuracy to within one percent (1%) of the depth in conjunction with position fixing using Real Time Differential GPS. The interfacing of the GPS and Echo sounder will be done by standard softwares like 'HYPACK-MAX' or equivalent standard software acceptable to Engineer. The plan of the survey area and the cross sections to be surveyed shall be continuously displayed on the computer monitor installed in the survey vessel.

These surveys shall not only be carried out if weather and sea conditions, Condition of equipment and methods of execution and interpretation are good in the opinion of the Engineer, satisfactory for this purpose.

The survey vessel guided by by standard softwares like 'HYPACK-MAX' or equivalent standard software acceptable to Engineer will be taken along the cross section lines and continuous depths shall be recorded by the help of



the Echo sounder. The depths recorded and their position will be continuously interfaced and stored in the memory of computer software for post processing and plotting of charts.

Each survey shall be undertaken by a Hydrographic Surveyor suitably experienced in hydrographic survey work whose copy of educational qualification and experience certificate will have to be produced to the engineer. A copy of the survey shall be forwarded to the Engineer within 7 days of the survey being completed. The Engineer's Representative may resolve to check echo soundings by means of other methods to measure water depths, such as sounding poles or lead lines. The Engineer's Representative may also order calibration checks of the equipment as and when considered necessary. The contractor shall co-operate in this respect and supply any manpower, boats and equipment that may be reasonably required for this verification.

The position, whether determined by electronic or optical methods, should be regularly checked by reference to onshore transit marks at some point along the survey line.

#### **11.1 Calibration of Sounding Equipment**

Echo sounding equipment shall be checked and calibrated at least daily before and after use, by means of a bar or plate suspended at known distance below the water surface. Checking shall be performed at the actual location of the survey and the Engineer's Representative may require additional checks during surveying. Adjustments to the recordings/readings taken shall be made accordingly. Records of bar checks shall be retained at the start of the echo sounder record. The echo sounder should maintain repeatable accuracy of better than 10 cm. Further, a calibration procedure (Patch test) has to be integrated with sub systems prior to actual survey.

#### **11.2 Field Books**

All field books, calculations maps, original records, survey tracks and as run plots etc., of all survey activities shall be kept on site available for the Engineer's Representative's study or checking for the duration of the contract.

### **11.3 Accuracy of surveys**

The accuracy of surveys in the horizontal plane, related to the relevant triangulation stations for the projects should be within 1.0m. The accuracy of surveys in the vertical plane includes:

The echo sounder which should maintain a repeatable accuracy of better than 10 cm for measurements of distances between seabed and survey vessel waterline. Survey lines on consecutive surveys should be sailed in the same direction of pre and post monsoon.

Sounding grid using multi beam echo sounder @ 20m intervals for Inside basin Area (235 Ha) and for outer area (15,600 Ha).

However, the survey grid may be altered as per the requirement by the Engineer.

#### **Sounding Lines**

The horizontal accuracy of each position is fixed shall be + 1.0 m along the sounding line + 1.0 m perpendicular to the sounding line surveying along any sounding line, which deviates by more than the specified tolerance above shall be repeated to the extent necessary to ensure that all the fixes along the sounding line remain within, specified tolerances or as specified in IHO, NHO standards shall be used. All specified surveys shall be carried out jointly by the contractor and the Engineer or his representatives.

### **11.4 Survey Equipments**

#### **11.4.1 Hydrographic Survey Vessel**

##### **11.4.1.1 Provision and Operation of Survey Vessel**

The contractor shall mobilize, provide and operate a fully equipped hydrographic survey vessel to the satisfaction of the Engineer's Representative for echo sounding of the areas of work, and such other equipment as required for the hydrographic surveys, including position fixing for which necessary sea worthiness certificate has to be produced.

The survey vessel shall be capable / suitable for operating in the proposed survey area. The vessel thus employed should be registered and it should have valid insurance for any claims that may arise during the work. Certificates shall be produced to the client's representative for approval prior mobilization. There should be sufficient clear deck space on the vessel for preparation, lowering, and retrieving / trailing of survey instruments like, echo sounder, DGPS etc and sufficient covered space to install and operate positioning systems. Propeller noise, electrical noise and generator noise should not cause any interference with recording equipment and sensors and in turn should not reflect on quality of the data.

The contractor shall provide the specifications and the details of equipment and vessel to be mobilized for review and approval prior to deployment at site. Vessel should meet the entire statutory requirement prevailing in the area for operating the survey vessel. The contractor should also provide a small boat to support very shallow water surveys and in the inter-tidal zone.

#### **11.4.1.2 Specification of Survey Vessel**

The survey vessel shall have:

- Sufficient size and stability to safely and properly carryout the survey work under the prevailing site and sea conditions.
- Good maneuverability, even at low speeds of 1 to 2 knots.
- Ample space for instruments, recorders etc.,
- Day accommodation for two men of the Engineer's staff, besides the normal crew and contractor's own surveyors:
- A helmsman experienced in survey work.
- Adequate radio communication between all persons concerned in the surveys.
- A suitable shallow draught vessel to assist in the surveys of slopes close to the surface:
- Clean power for the operation of the Differential Global Positioning System (DGPS).

- The plan of survey area and the cross sections to be surveyed shall be continuously displayed on the computer monitor installed in the survey vessel.
- The survey vessel guided by standard softwares like 'HYPACK-MAX' or equivalent standard software acceptable to Engineer will be taken along the cross section lines and continuous depths shall be recorded by the help of Echo sounder.

The depths recoded and their position will be continuously interfaced and stored in the memory of computer software for post processing Each survey shall be undertaken by a surveyor suitably experienced in hydrographic Survey work, whose educational qualification and experience certificate will have to be produced to the engineer. A copy of the survey shall be forwarded to the Engineer within 7 days of the survey being completed.

#### 11.4.2 **Echo Sounder**

Multi-beam swath bathymetry system shall be used for obtaining the bathymetry data. The system shall be deployed using side pole. The bathymetric data along with roll, pitch and yaw shall be logged to data logging PC using standard data logging software. The minimum requirement to be met for specifications of the multibeam system shall be as under:

<b>Technical Parameter</b>	<b>Desirable specification</b>
Frequency:	300-450 kHz
Resolution:	1- 5 mm
Swath Coverage	128°-160°
Max Range/Depth:	100-400 m
Number of beams:	254 - 512
Along-Track Beam width:	0.9°-1.5°
Across-Track Beam width:	0.5°-1.5°
Accuracy:	IHO S-44 standard (4 <sup>th</sup> edition) for special order surveys.
Operating Speed:	Up to 12 knots
Max. Update Rate:	60 pings/sec

- a) Integrated data acquisition and processing system complete with peripherals such as graphics, colour display, printer, chart x-y plotter, fully operational including software. One copy of the software shall be made available for exclusive use of Engineer during the contract period.
- b) Heave Compensator: Heave, Roll, Pitch (3 axis).
- c) Sufficient number of spare parts and consumables for the above.

At the beginning of Hydrographic survey, the DGPS has to be calibrated to the accuracy of plus or minus 1.0 m in horizontal plane. To this effect, the contractor shall establish a fixed point (or fixed points) with known co-ordinates such that the survey boat can easily be positioned with the transducer of the echo-sounder always in the same position relative to the calibration point.

### **TIDAL DATA**

The actual tide can be measured at V.O.C. Port tide gauge and this shall be corrected with reference to the chart datum while processing the raw data. The Contractor shall, at the commencement of the Contract install two number of automatic self-controlled and self-recording tide Level Gauge to monitor and measure continuously the tides with respect to the Chart Datum at an approved location near the shore and maintain and keep daily records of the tide levels throughout the Contract period. These gauges shall be placed and calibrated at least 15 days before commencement of the survey. The area where the tide gauges are to be installed shall be properly illuminated. The existing two tide gauges are required to be operational.

### **11.4.3 Differential Global Positioning System (DGPS)**

#### **11.4.3.1 Provision of DGPS/GPS with beacon receiver**

The contractor shall provide, install, operate and maintain the Differential Global Positioning System (DGPS)/ GPS with beacon receiver, acceptable to the Engineer which shall fully cover the site of the works and be constantly in operation during the course of the survey works.

#### **11.4.3.2 Composition of DGPSI GPS with beacon receiver**

The system shall consist of mobile station and Reference Station / Beacon receivers distance measuring units, the requisite number of shore stations.

interfaces, track plotters, data storage facilities and sufficient spares to enable uninterrupted operation of the system. to the accuracy specified and on board computer and printer and suitable navigational software.

#### **11.4.3.3 Installation of Testing**

The system shall be installed, tested and set to work for continuous operation during all survey operations. The system shall be fully operational, a minimum of 7 days before surveying operations commence including Field Calibration and base line check. Once operational the system shall remain in continuous until the Pre and Post-monsoon survey is completed and survey charts have to be signed jointly by the contractor and the Engineer's Representative.

#### **11.4.3.4 Failure of Differential Global Positioning System (DGPS)/ GPS with beacon receiver**

The Differential Global Positioning System (DGPS)/ GPS with beacon receiver should have one hundred percent in-built standby equipment to cater for the failure of any individual components.

#### **DATUM**

The EverestNVGS84 spheroid shall be followed for entire survey with transverse Mercator projection for preparation of charts

#### **11.4.3.5 Repeatable Accuracy**

The Differential Global Positioning System (DGPS)/ GPS with beacon receiver / shall at all times maintain a repeatable accuracy, for any point within the work site of plus or minus 1.0 m in the horizontal plane.

#### **11.4.3.6 Giving Notice of any irregularities**

The contractor shall inform the Engineer's Representative forthwith of any breakdown irregularities or otherwise, affecting the positioning of his vessels or other equipments. Delays incurred in the survey operation due to malfunctioning of the Differential Global Positioning System (DGPS)/ GPS with beacon receiver shall not be reimbursed under the contract and will not entitle the contractor to an extension of time for completion.

#### **11.4.3.7 Other Survey Methods**

If the contractor wishes to use equipment and methods different from those specified, he shall submit his proposals in detail to the Engineer, who shall satisfy himself of their adequacy before giving approval or comment. Should methods proposed by the contractor and approved by the Engineer fail to produce the results specified the Engineer may withdraw his approval and instruct the contractor to carry out surveys in accordance with the Technical Specification. The contractor shall comply with such instruction at no extra cost to the Employer. Communication equipments such as portable "VHF Walkie-Talkie sets should be provided by the contractor in the survey vessel for radio communication between survey vessel and port control during survey work. If the permissible draft not available for survey vessel nearing shoreline, any other alternate method of survey viz. leadline, etc., may be adopted with prior approval of Engineer or Engineer's representative.

#### **11.5 Survey Charts**

After each survey the Contractor shall immediately prepare drawings on which shall be recorded the results of the hydrographic survey in the form of charts, to the scales mentioned in this document as required by the Engineer and cross sections to a scale agreed by the Engineer. All survey charts to be produced by the contractor shall be reduced to Chart Datum (CD), and the depths and / or heights shall be plotted in meters and centimeters. The contractor shall place special stress on the accurate reduction of sounded depth in relation to the water depth. The charts are to be presented to the Engineer in the approved form and with 5 copies of the chart to a soft copy. Furthermore, the charts 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 the Charts. After results plotted on each drawing, have been checked and verified, the Contractor and Engineer shall put date and sign each agreed drawing. The Contractor shall submit four copies of the drawing in addition to the original recording of sounding field works etc., after the survey is completed at each stage.

The Engineer's representative may resort to check echo sounding by means of other methods to measure water depths, such as sounding poles or lead lines. The Engineer's representative may also order calibration checks of the equipment as when considered necessary. The contractor shall co-operate in this respect and supply any manpower boats and equipment that may be reasonably required for this verification. NHO chart No.        in the scale of 1:        is available at VOCPA for reference.

The quantity calculation by using by standard softwares like Hypack Max software to be carried out by the contractor with reference to the same specific level or as directed by the Engineer or Engineer's representative. The quantity calculation sheets, all survey work soft copy along with Echo rolls are to be handed over to the Engineer or Engineer's representative.

The Contractor shall notify the Engineer 48 hours in advance of commencing any survey Work.

#### **11.5.1        'Interpretation of Echo rolls etc.,**

Interpretation of echo rolls, reduction of sounded depths for tidal heights obtained from tide gauges, corrections for squat and wave motions (to be made using appropriate observed data and / or compensating devices) and definition of bottom levels on the echo rolls are to be done to the satisfaction of the Engineer's Representative. Each fix on the echo roll shall be denoted on the track plot chart of the survey vessel, and there should be at least one fix for every 10m of cross section or as approved by the Engineer's Representative and the interpreted day shall be plotted..

#### **11.5.2        Method of Measurement** (Based on the area approved by Engineer or Engineer representative)

The survey area will be alone measured for payment and no other units will be considered for payment. The area beyond the approved borders will not be measured for payment. Each of the survey area portions shall be as approved by Engineer or Engineer representative. No measurement shall be made in respect of survey carried on beyond the survey limits.



### **11.5.3 Mode of payment**

The survey area will be alone taken for payment as per BOQ. No other units will be measured. The survey grid specified elsewhere may be altered as per the requirement.

## **12. TOOLS AND EQUIPMENT**

The contractor shall arrange surveying equipment including boats, sounding devices etc. required for undertaking pre and post-monsoon surveys. No additional cost will be paid to the contractor for the same. Separate mobilization and demobilization charges will be paid to the Contractor as per BOQ.

### **13.0 Survey Stations**

The contractor shall at his own expense provide and maintain survey stations and buoys which he may require to carry out the works and shall remove the same at completion of the works.

### **13.1 Survey and Setting Out**

13.1.1 The contractor shall at his expenses carryout all the necessary surveys, measurements and setting out of the works and shall for this purpose engage qualified and competent surveyors whose names and qualifications shall be submitted to the Engineer's representative for his approval.

13.1.2 The contractor shall provide for the purpose of checking the survey and setting out to the Engineer's representative all the assistance. which he may require, shall be provided throughout the contract period.

13.1.3 Before commencing any work at any location the contractor shall give the Engineer's representative not less than two days notice of his intention to set out or give levels for any part of the works in order that arrangements may be made for inspection.

### **13.2 Survey Instruments**

13.2.1 The contractor shall provide for the sole use of the Engineer's representative and his staff all necessary survey instruments and other equipment and all technicians, labour and attendants which the Nodal Officer or his nominee may

require for checking the setting out and making of the works.

13.2.2 The contractor shall maintain in good working order at all times during the period of contract the instruments provided by him for proper setting of the works.

13.2.3 The contractor shall make available, at his own expense, any poles, chains, pegs, staging, templates or profiles required by the Engineer's representative or his nominee for inspection and / or measurements of the works.

## **14. Tidal Working**

### **14.1 Allowance for Tidal Working**

Where the work to be undertaken is in and over tidal waters, the contractor shall allow for all necessary tidal working and for all delays and damages due to weather and wave action in his programme and in his rates and prices affixed to the Bill of Quantities.

### **14.2 Marker Buoys, Beacons etc.,**

14.2.1 The contractor shall at his own expense, install and maintain marker buoys to define the extent of the site as directed by the Engineer's representative or other competent authority.

14.2.2 All beacons and marker for setting out the works and for defining the limits of the permitted working areas shall be of such size as shall be clearly visible at all times and lights shall be fitted where necessary or required by the appropriate authority.

## **15. Mobilization and Demobilization:**

The contractor makes his own arrangements to Mobilize and Demobilize survey vessel, equipments, materials and tools to V.O.C. Port Site.

## **16. Operational Safety**

The Contractor shall observe and shall provide all such lights, signals and safety equipment as necessary to comply with the International Regulations for the Prevention of Collisions at Sea and the International Association of Lighthouse Authorities (IALA). The Contractor shall notify the relevant authorities in sufficient time prior to start of survey on site. Life jackets shall be of the inherently buoyant

type as specified in BS3595 or equivalent standard and be provided for all personnel on the vessel.

## **17. Detailed Report.**

The Contractor shall submit the daily progress report to appraise the following during survey work:

- Summary of the work carried out
- Planned and actual progress
- Milestones achieved
- Calibration of equipment
- Previous days proceed survey chart
- Issue if any that can delay the project progress

Full tidal information, including level reference shall also be collected and reported by the contractor.

### **17.1 Graphical Presentation**

It is desirable that the following guidelines are followed for the graphical presentation of the results.

## **18. Bill of Quantities**

The estimated quantities and the other details are given in the Bill of Quantities.

### **18.1. Interim Payments**

All payments will be made by the VOCPA after certification by VOCPA.

**SPECIMEN FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

In consideration of the Chairman representing the Board members of V.O.Chidambaranar Port (herein after called "the Port") having agreed to exempt \_\_\_\_\_ (hereinafter called the "said Contractor(s)" from the demand, under the terms and conditions of Contract awarded in No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said Agreement") of Performance Security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees ..... only).

2. We\* \_\_\_\_\_ (hereinafter referred to as the Bank) at the request of \_\_\_\_\_ Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

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

4. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

**5.** The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

**6.** We\* \_\_\_\_\_ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Civil Engineering Department, VOC Port Authority certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of Bank guarantee. we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

**7.** We\* \_\_\_\_\_ further agree with the Port, that the Port shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Port, or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.

**8.** This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

**9.** We \* \_\_\_\_\_ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

**10.** This guarantee is valid upto \_\_\_\_\_ (period)

Dated the ..... day of ..... 2024 for.....

\* Indicate here the name of the Bank.

\*\* Indicate here the period

\* \* \* \*

**E- PAYMENT**

To  
 The Financial Advisor & Chief Accounts Officer,  
 V.O.C. Port Authority,  
 Tuticorin-628004.

Sir,

We hereby give particulars for payment of the Works bill / Advance etc

<b>SI No</b>	<b>Particulars</b>	
1	Name of the Contractor	
2	Address of the Contractor	
3	Name of the work for which payment is made	
4	Agreement dated: Work order No.	
5	Name of the bank in which Contractor operating account. Either with IOB or SBI or Any other bank (If it is other than IOB or SBI, bank commission plus postage will be deducted)	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account (Whether SB A/c or Current A/c)	
9	Account No	
10	Pan No.	
11	GST No.	
12	Tax Payer Identification Number (TIN)	
13	IFSC- Code of the Bank No	

Yours Sincerely

(Signature of Contractor)

**ANNEXURE – C**

**STATEMENT SHOWING THE CONTRACTS EXECUTED BY TENDERERS AND OTHER RELATED DOCUMENTS FURNISHED IN TECHNICAL BID.**

**NIT NO.01/ PD/ Bathy Survey/2024-25/D.2567**

Dated: 12.09.2024

**NAME OF THE WORK:**“ Conducting Bathymetry survey in the inner Harbour basin and outer area at V.O.Chidambaranar Port”

**Estimate Amount:** Rs 1,50,90,755/- **Name of Tenderer :**.....

SL. NO	DOCUMENTS REQUIRED AS PER THE PROVISION IN THE TENDER	Proof of document with page no.	EXPERIENCE DOCUMENTS FURNISHED BY THE TENDERERS								
1	The Tenderer shall furnish Earnest Money Deposit as per clause 18 of Section I B.		DETAILS OF INDIVIDUAL SIMILAR WORK EXPERIENCE CERTIFICATE ISSUED BY THE COMPETENT AUTHORITY AGAINST THE ELIGIBILITY CRITERIA SHALL CONTAIN THE FOLLOWING:								
2	The tenderer should have successfully completed similar work as detailed below during the last Seven years ending August, 2024 with either of the following:-  Three works, each costing not less than Rs.60,36,302/-  (or)  Two works, each costing not less than Rs.75,45,378/-  (or)  One work costing not less than Rs.1,20,72,604/- “ Similar work means Carrying out Bathymetry Survey / Hydrographic survey in the offshore area.”		Sl. No	Client with address	Description of the work order No./Agt. No.	Value of contract (Rs.)	Executed value of Contract	Completion time as stated in the tender (months)	Actual completion of time (week)	Year of completion	Remarks
3	Average annual Financial Turnover of the Tenderer during last three financial years (i.e) 2020-21,2021-22 & 2022-23 shall be at least Rs 45,27,227/-..						Year	Financial Turn over in Rs.			
							2020-21				
							2021-22				
							2022-23				
				Average Annual Turnover							
4	Latest Assessment of Income Tax Return filed with IT department.										
5	PAN Number										
6	EPF Registration Number										
7	ESI Registration Number										
8	GST Registration No.										
9	TIN Number										
10	Power of Attorney										

**Note:**

- Only a format in which the information is to be given is indicated above. The contractor shall attach additional sheets to accommodate the necessary information, if required.
- Only the document stated above, will be considered for verification. Any other document endorsed but not stated above shall not be considered for evaluation also the above referred document enclosed shall have the realized page no.

**LETTER OF APPLICATION**

Registered Business Name :

Registered Business Address:

Telephone :

Telex :

Fax :

E-Mail :

Internet :

To

The Chief Engineer,  
V.O.C. Port Authority,  
Tuticorin – 628 004,

Sir,

1. We hereby apply to be qualified with the V.O.C.Port Authority as a Tenderer for the work of "Conducting Bathymetry survey in the inner Harbour basin and outer area at V.O.Chidambaranar Port ".
2. We authorize V.O.C. Port Authority or its authorized Representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by VOC Port Authority to verify statements and information provided in this application or regarding our competence and standing.



3. The names and positions of persons who may be contacted for further information, if required, are as follows:

- a) Technical :
- b) Financial :
- c) Personnel : and

4. We declare that the statements made and the information provided in the application are complete, true and correct in every detail.

5. We understand that VOC Port Authority reserves the right to reject any application without assigning any reasons.

Respectfully,

(Authorized Representative of applicant)

Date :

- Encl:                    1.  
                                 2.  
                                 3.

**GENERAL INFORMATION****1. Head Office Address:**

Telex No. :

Telephone No. :

Fax No. :

E-mail :

Cable Address :

**2. Regional Office Address (if any)**

Telex No. :

Telephone No. :

Fax No. :

E-mail :

Cable Address :

**3. Local Office Address (if any)**

Telex No. :

Telephone No. :

Fax No. :

E-mail :

Cable Address :

Country and Year incorporated \*

Main lines of Business:

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- 1. Since:
- 2. Since:
- 3. Since
- 4. Since:
- 5. Since:
- 6. Since
- 7. Since:
- 8. Since:
- 9. Since

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-

\* Attach Notary certified copy of certificate of registration and ownership.

**NOTICE INVITING e-TENDER FOR THE WORK “CONDUCTING BATHYMETRY SURVEY IN THE INNER HARBOUR BASIN AND OUTER AREA AT V.O.CHIDAMBARANAR PORT”**

**TENDER ACCEPTANCE LETTER**

**(To be given on Company Letter Head)**

To

The Chief Engineer,  
V.O.Chidambaranar Port Authority,  
Tuticorin – 4.

Sir,

**Subject: Acceptance of Terms & Conditions of Tender for “Conducting Bathymetry survey in the inner Harbour basin and outer area at V.O.Chidambaranar Port” –Reg.**

**NIT No. 01/ PD/ Bathy Survey/2024-25/D.2567**

**Dated: 12.09.2024**

1. I / We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby and agree the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Authority for the above subject work has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidambaranar Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Tenderer, with Official  
Seal)

**BACK-UP ORGANISATION OF THE FIRM**

(Indian / Foreign)

Section of Bathymetry survey works	Approx. value	Name (s) and address(es) of back-up Firms & bio-data in brief *	Nature, description & location of similar Bathymetry survey works in offshore area previously executed
1)			
2)			
3)			
4)			
5)			
6)			

\* Bio-data of individual personnel and history of back-up Firm organisation.

A. PRELIMINARY PROJECT ORGANISATION CHART

B. NARRATIVE DESCRIPTION OF PROJECT ORGANISATION CHART

C. DESCRIPTION OF RELATIONSHIP BETWEEN HEAD OFFICE AND PROJECT  
MANAGEMENT \*

\* Indicate clearly which responsibility and what authority will be delegated to the project management.

**FINANCIAL DATA**

- A. Summary of assets and liabilities on the basis of the audited financial statement\*of the last three financial years.

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**Annual Turnover**

2020 – 21 : Rs.

2021 – 22 : Rs.

2022 – 23 : Rs.

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- \* Attach Notary certified copies of the Audited Financial Statement consisting of Annual Turnover, Profit and Loss Account, Balance Sheet, Income Tax return and Profit Loss Statement etc.



1. List of all Contracts related to **Carrying out Bathymetry Survey / Hydrographic survey in the offshore area** of Rs.60,36,302/- or above each executed during the last seven years (1<sup>st</sup> September 2017 to 31<sup>st</sup> August 2024).

Nature of works	Value of work executed	Contract period		Scheduled period of completion	Owner's Name & Address
		Commencement	completion		

**PLANT AND EQUIPMENT**

1. The details of the plant and equipment owned by the Applicant and considered suitable and available for the proposed work (Attach additional sheets, if required.)

Name of Plant / Equipment	No. of Units	Description (Type, make, model & capacity)	Condition	Year of Service	Present location
Software / Navigation					
Positioning – Dual frequency					
Multibeam Echo sounder					
Other required equipments to Carryout the work					

2. The details of plant and equipment applicant intend to purchase or procure on hire-rent basis or on lease for use on the proposed work. (Attach additional sheets, if required.)

Name of Plant / Equipment	No. of Units	Description (Type, make, model & capacity)	Condition	Year of Service	Present location

--	--	--	--	--	--

- Note: (1) Provide technical specifications of major plant on separate sheets.
- (2) If equipment is on lease, attach certified copies of lease agreement bringing out the period and conditions of lease.
- (3) The applicant's are instructed to give the list of equipment proposed for the work as per their proposed methodology and as per Port's requirement.
- (4) Attach Notary certified copy of documents for proof of owned equipment.

**FORM – V**

**PROPOSED PERSONNEL FOR EXECUTION OF THE WORK**

**A. HEAD OFFICE:**

Sector	Name (s)	Age, Qualification and experience	Date of appointment with the company	Previous employment, designation, Employer & period of service	Proposed Designation & nature of duties	Remarks
General Management						
Administration						
Technical Management (including design office)						
Site supervision						

**NOTE:** A summary of the work experience of each key personnel shall be attached. The proposed person on the respective field should have minimum of five years experience with post graduate qualification (or) ten years experience with graduate qualification and executed.

**PROPOSED PERSONNEL FOR EXECUTION OF THE WORK****B. SITE:**

Sector	Name (s)	Age, Qualification and experience	Date of appointment with the company	Previous employment, designation, Employer & period of service	Proposed Designation & nature of duties	Remarks
General Management						
Administration						
Technical Management						
Others						

**NOTE:** A summary of the work experience of each key personnel shall be attached. The proposed person on the respective field should have minimum of three years experience with Graduate qualification (or) eight years' experience with Diploma qualification and executed.

**C. PROPOSED SITE ORGANIZATION**

a) Preliminary site organization chart

b) Narrative description of site organization chart

c) Description of relationship between head office and site management \*

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\* Indicate clearly which responsibility and what authority will be delegated to Site Management.

\* \* \* \*

**POWER OF ATTORNEY**

Dated : .....

**TO WHOMSOEVER IT MAY CONCERN**

Mr. ....[Name of the person(s)], domiciled at  
..... (Address), acting as  
.....(Designation and name of the company), and whose signature is  
attested below, is hereby appointed as the authorized signatory and.  
.....(Name of the applicant) to provide information and respond to as  
may be required by the Engineers or Employer for the project of (project title)  
..... and is hereby further authorized to sign and file relevant  
documents in respect of the above.

(Attested signature of Mr.....)

For .....

(Name & Designation of Authorized Signatory)

\* Individual power of attorney for signing the Joint venture/ Consortium shall be submitted in the above format separately by each applicant.

\* \* \* \*

**PROFORMA OF INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_\_ (month and year) between, on one hand, the President of India, acting through Shri \_\_\_\_\_, [designation of the officer], V.O.Chidambaranar Port, Government of India (hereinafter called the "PORT", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S \_\_\_\_\_ represented by Shri \_\_\_\_\_, (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PORT proposes to execute the work **“Conducting Bathymetry survey in the inner Harbour basin and outer area at V.O.Chidambaranar Port”** and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PORT is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the PORT to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PORT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the PORT**

1.1. The PORT undertakes that no official of the PORT, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material



or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The PORT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the PORT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PORT with full and verifiable facts and the same is prima facie found to be correct by the PORT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PORT and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PORT the proceedings under the contract would not be stalled.

#### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Port, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PORT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the

Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the PORT that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PORT or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PORT or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PORT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PORT, or alternatively, if any relative of an officer of the PORT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of

tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PORT.

#### **4. Previous Transgression**

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money Deposit (EMD)**

5.1. While submitting commercial bid, the tenderer shall furnish a Earnest Money Deposit (EMD) made receipt. Earnest Money Deposit (EMD) shall cease to be valid after the tenderer becomes unsuccessful Bidder, upon the earlier of (i) the receipt of Port's notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid. The Earnest Money Deposit (EMD) shall be valid till submission of Performance Guarantee as per Clause – 19 of the Section – I (B) of Tender document for the successful bidder.

5.2. The Security Deposit shall be valid as per cl 20 (Section I B) of Tender document or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PORT, including warranty period, whichever is later.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PORT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the PORT to the BIDDER on Security Deposit for the period of its currency.

#### **6. Sanctions for Violations**

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall

entitle the PORT to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Bid Securing Declaration (in pre-contract stage) condition shall be imposed and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PORT and the PORT shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the PORT, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PORT in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PORT, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PORT resulting from such cancellation/rescission and the PORT shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PORT.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PORT with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PORT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The PORT will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an

offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3. The decision of the PORT to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

### **7. Fall Clause**

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PORT, if the contract has already been concluded.

### **8. Independent Monitors**

8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the PORT for this Pact in consultation with the Central Vigilance Commission. The Independent External Monitors appointed by Port are as follows:

1. Shri. Trivikram Nath Tiwari, ILS (Retd.),  
301-B, Black – 3B, HIG DDA Flats,  
Rani Jhansi Road, DDA complex, Moti Khan,  
New Delhi – 110 055.  
Phone No: +91 9871788277  
Mail id: trivikramnt@yahoo.co.in
  
2. Shri. Hermanprit Singh, IPS (Redt.),  
12, Belevedre Road, Alipore  
Kolkata – 700027  
Phone No: +91 9830197103  
Mail id: hermanprit@gmail.com

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the

parties and perform their functions neutrally and independently.

**8.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

**8.5.** As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PORT.

**8.6.** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PORT including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

**8.7.** The PORT 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

**8.8.** The Monitor will submit a written report to the Foreign Secretary, Ministry of External Affairs, within 8 to 10 weeks from the date of reference or intimation to him by the PORT / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PORT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PORT

**11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PORT and the BIDDER/Seller, including warranty period, whichever is earlier. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_

PORT  
Name of the Officer.  
Designation  
V.O.Chidambaranar Port  
Tuticorin

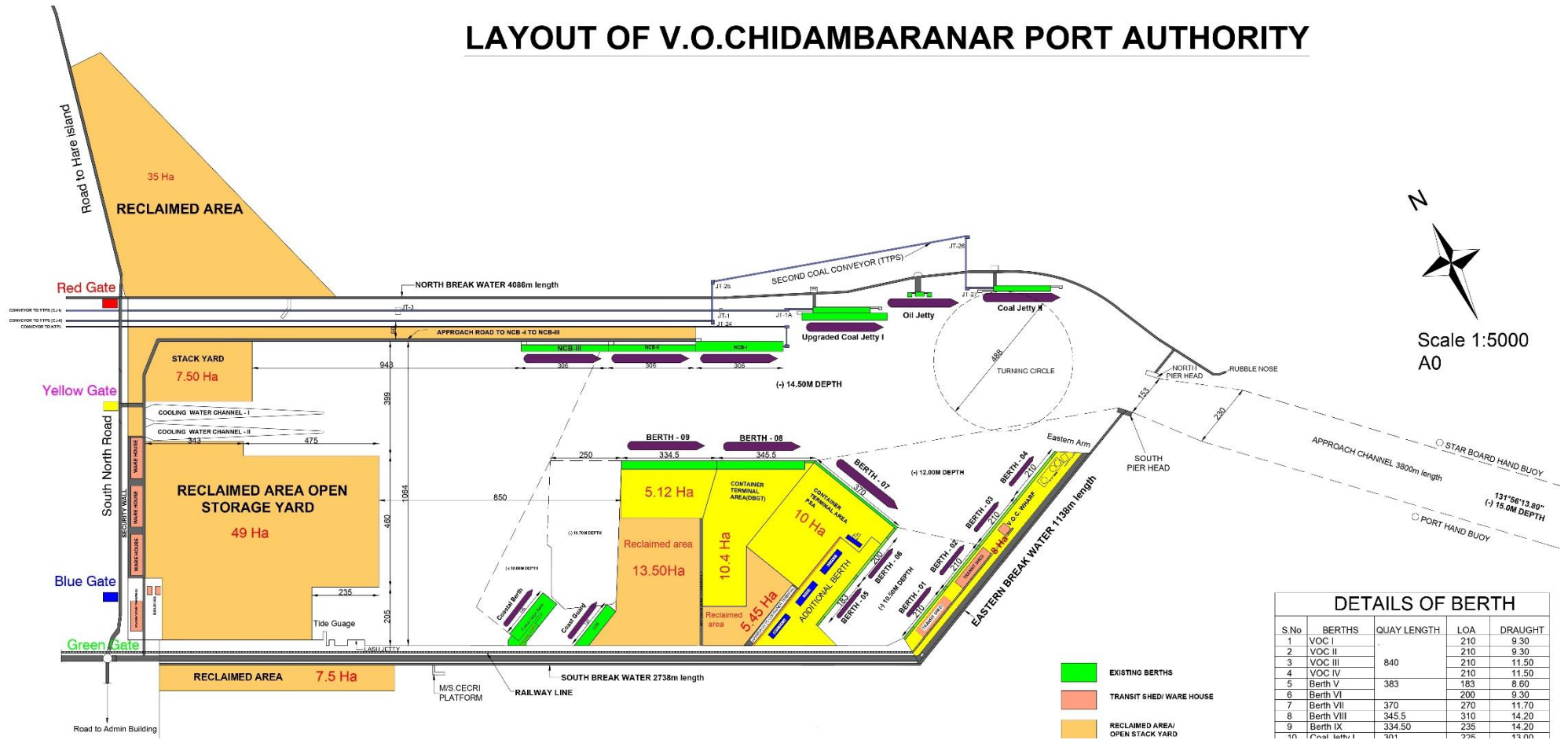
BIDDER  
CHIEF EXECUTIVE OFFICER

Witness  
1. \_\_\_\_\_  
\_\_\_\_\_  
2. \_\_\_\_\_  
\_\_\_\_\_

Witness  
1.  
2.

# INNER HARBOUR BASIN (235 Ha)

## LAYOUT OF V.O.CHIDAMBARANAR PORT AUTHORITY



Scale 1:5000  
A0

DETAILS OF BERTH			
S.No	BERTHS	QUAY LENGTH	DRAUGHT
1	VOC I	210	9.30
2	VOC II	210	9.30
3	VOC III	840	11.50
4	VOC IV	210	11.50
5	Berth V	383	8.60
6	Berth VI	200	9.30
7	Berth VII	370	11.70
8	Berth VIII	345.5	14.20
9	Berth IX	334.50	14.20
10	Berth X	301	13.00

- EXISTING BERTHS
- TRANSIT SHED/ WARE HOUSE
- RECLAIMED AREA/ OPEN STACK YARD



## OUTER AREA (15,600 Ha)

