



வ.உ.சி துறைமுக ஆணையம்  
वी.ओ.सी पत्तन प्राधिकरण  
V.O.C Port Authority

Global Connect

**V.O.CHIDAMBARANAR PORT AUTHORITY**



**APPOINTMENT OF INDEPENDENT ENGINEER TO FACILITATE SMOOTH IMPLEMENTATION OF THE PROJECT "Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis"**

**AUGUST – 2024**

## DISCLAIMER

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2. This Bid document is issued by V. O. Chidambaranar Port Authority (VOCPA).
3. The Bid document is not a prospectus or offer on the invitation to the public in relation to the sale of shares, debentures, or securities, nor shall this bid document or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.
4. Whilst the information in this Bid document has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither VOCPA nor any of their officers or employees, nor any of their advisers, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed work, or makes any representation or warranty, express or implied, with respect to the information contained in this document or on which this document is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability, therefore, is here by expressly disclaimed.
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6. This bid document, if includes certain statements, estimates, projections, designs, targets and forecasts with respect to the work, such statements, estimates, projections, targets and forecasts, designs reflect various assumptions made by the management, officers and employees of VOCPA, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to there as on ableness of forecasts or the assumptions on which they may be based, and nothing in this document is or should be relied on as a promise, representation, or warranty.

## NOTICE INVITING TENDER (NIT)

1. V.O.Chidambaranar Port is a fast growing Major Port of India which is strategically located proximity to International main shipping sea route. The Port consists of two operational areas– Zone-A and Zone-B. In order to meet the traffic demand of Bulk cargo, the Authority proposes to undertake “Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis” with required Mechanical Handling Equipment and other infrastructure to handle Bulk vessels without any major modification of the existing civil structure. For smooth implementation for the project ‘Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis’, VOC Port endeavors for Independent Engineer Services and to invite Financial bids from the IPA empanelled Consultants.
2. Salient features of the bid:

Tender No.	MEE-PPP0NCB3/1/2024-Mechanical/08-2024/VOCPA
Tender Inviting Authority	Chief Mechanical Engineer, VOCPA
Address	V.O. Chidambaranar Port Authority, Harbour Estate, Tuticorin – 628 004, Tamil Nadu
Contact Details	Tel. off: 0461-2352270, Fax: 0461-2354274
Brief Work Description	Providing Independent Engineer Services for the project "Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis"
Estimated Amount of Work	<b>Rs 2.50 Cr.</b>
EMD /Bid Security	<b>Rs 5.00 Lakhs</b> (Rupees Five Lakhs Only). The bidder other than an MSEs shall pay the EMD through NEFT/ RTGS to the bank account of V.O.Chidambaranar Port Authority, Tuticorin. Otherwise his/her/their tender will berejected. EMD in the form of cash/Demand Draft or any other form shall not be accepted. EMD exemption is applicable for MSEs certificate holder. The MSEs are required to furnish a relevant valid Certificate for claiming exemption.
Pre-bid clarification	<b>23.08.2024 @ 16.00 Hrs</b>
Last date and time of receipt of bid	<b>04.09.2024 up to 15.00 hours</b>
Date and time of opening of bid	<b>05.09.2024 at 15.30 hours</b>
Bid Validity period	180 days from the date of tender Opening
Currency of Contract	INR
Language of Contract	English

3. The bids are invited from the IPA Empanelled consultant under Group – 1 (A) “Marine Construction works” of Class A of Category A. All other bids will not be considered. Hence all bidders submit the required documents.
4. Other details can be seen in the bidding documents. The Bidders are advised to read the whole document carefully and submit their tender/bid strictly, meeting the requirements spelled out in the bid document.
5. The authority will not be held responsible for any technical snag or network failure during online bidding.
6. The authority reserves the right to cancel any or all bids without assigning any reason.

**Contact Person:**

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3. The Superintending Engineer (Mech),  
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4. The Executive Engineer(P & M),  
Mechanical & Electrical Engineering Department,  
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Mob: 8903443444  
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## SECTION 1 GENERAL

### **1.1 Introduction:**

V O Chidambaranar Port (formerly known as Tuticorin Port) is one of the major ports of India, located at South-Eastern coast of India at latitude of 8°45'N and longitude 78°13'E. The VOCPT, one of the 12 major ports in India, is an artificial, deep water port on the East coast of India in Tuticorin. It is also a fast growing and efficient major port in calm waters that makes it operational throughout the year.

Tuticorin, now known as Thoothukudi, is a port city and a Municipal Corporation and an industrial city in Thoothukudi district of the Indian state of Tamil Nadu. The city lies in the Coromandel Coast off Bay of Bengal. It is located alongside of Palk Strait at the southern tip of India just 20 hours from the East-West trade route. Its location is approximately 160 km North from Kanyakumari and 129 Nautical miles from Western region connecting to international sea route. Large tracts of dry non-agricultural lands are available around the town's periphery that would enable development of industries and the geographical spread of the city. There is already a presence of large, medium and small industries in and around the town as well as in the district.

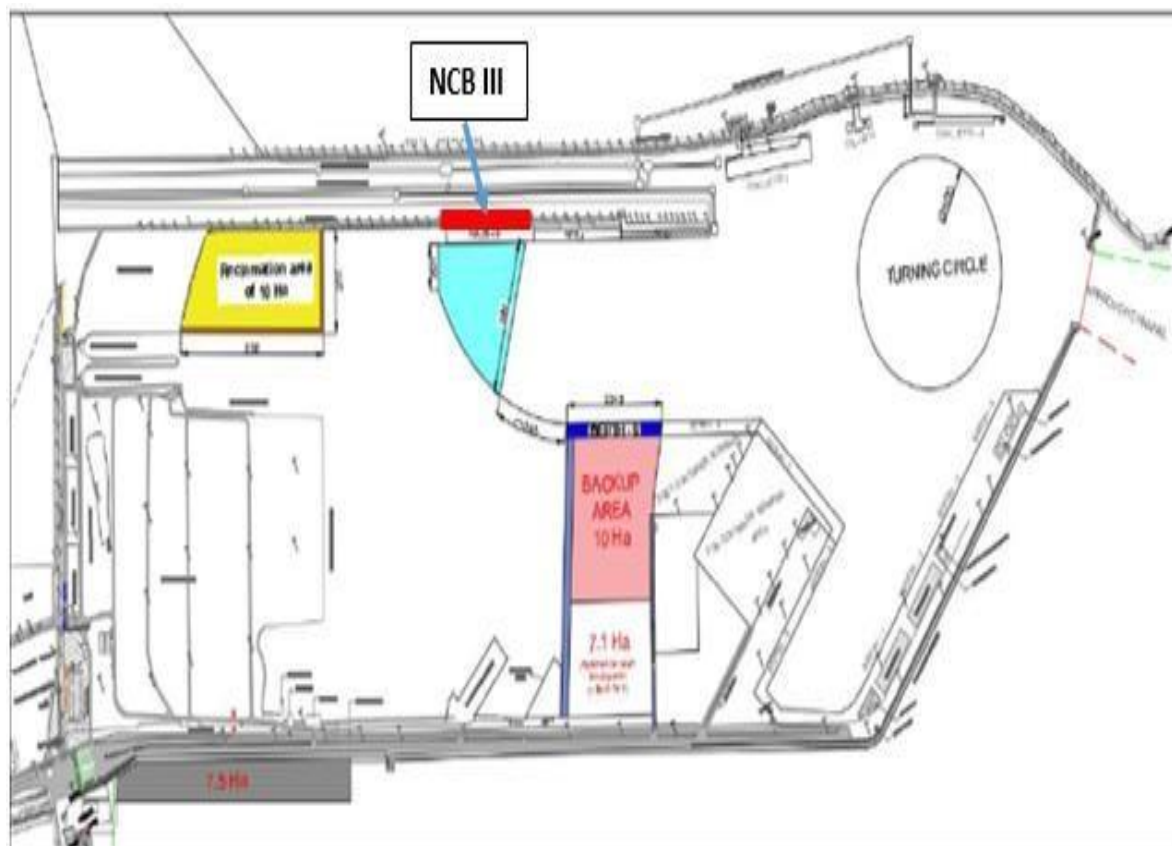
The artificial port is impounding sheltered waters between two breakwaters which run almost parallel apart at 1275m with an entrance width of 153m. The maximum draught of the vessels that can be handled at VOCPA is (-)14.20m CD. Presently, it has sixteen cargo berths including ten alongside berths, one oil jetty, shallow draught berth, coastal berth and three coal jetties including NCB-II.

V.O. Chidambaranar Port is connected with major National Highways. The two important National Highways NH 7A and NH 45 B which pass near the port cater to the major port bound traffic movement from the Hinterland. All-important destinations in India from North or East could be accessed through NH7 to travel south. With a well-connected network of road, the port is connecting through three major cities/ urban centers in Tamil Nadu like Tirunelveli, Madurai and Kanyakumari. NH-45 beyond Tirunelveli road intersection meeting Tuticorin – Madurai (NH-45B) Tuticorin – Tiruchendur (NH7A) road cutover NH7 connecting to Kanyakumari. These roads are connected to the port with VOC road inside port. This road is the major arterial road for present port bound traffic movement. Presently the road is having the 4 lane divided carriageway with paved shoulder on the side.

The VOC port is also well connected by railway line. Presently a broad gauge single line connects the Port area originating from Milavattan railway station. The total length of this railway line is 17.60km. The distance from Milavattan Railway station to VOC wharf is 14.0 km and VOC wharf to Marshalling yard is around 3.5 km. In the Marshalling yard, 5 nos track lines are available. Near the coal yard a loop line is provided. For the evacuations of the bulk cargoes from the North Cargo Berths II, III and IV, stack yards are identified on Hare Island. Connectivity from Hare Island to Port Marshalling Yard is under pipeline. All the 5 tracks within the marshaling yard and near the berths I, II, III and IV up is being up graded. This up gradation also includes the siding into the stack yard near the green gate. The railway rake loading may be done manually in the siding located between NCB II yard & NCB III yard. The railway siding/loading connectivity from the yard to the railway wagons may be provided by the concessionaire. The charges for mechanized evacuation may be fixed by the concessionaire as per the tariff guidelines in force.

Tuticorin Airport is situated in Vagaikulam which is 10 km from Tuticorin Town. This domestic airport is being expanded and runway is being extended from 1350m to 1800m to enable operating the bigger aircraft. The State government is taking measures to acquire land for this expansion of the airport. The nearest international airports viz. Madurai and Chennai are located at 138km and 582km from VOCPT respectively.

The layout of VOCPA is presented below showing the location of NCB III (Red Colour mark).



**1.1.1 Scope of the Concessionaire as per the Concession Agreement for the project “Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis”:**

The Concessionaire shall prepare the development scheme for the Bulk Terminal and get it approved by the port. All care shall be taken by the Concessionaire during the construction phase to the safety of men & material. The electrical cables, water pipe lines shall not be damaged while developing the facilities. The damage so caused shall be rectified and made good by the Concessionaire at his cost. The concessionaire has to construct his own car park area, amenity buildings, like time office, changing/locker rooms, canteen, etc. within the licensed premises after approval of the port. A security fence may be installed along the perimeter of the terminal after discussion with the port taking into consideration the safety and smooth flow of traffic.

1. The concessionaire has to execute the following works:
  - I. Design, Supply, installation, operation and maintenance of 2 nos of Shore Unloader at NCB III Berth.

- II. Design, Supply, installation, operation and maintenance of open type conveyor system from NCB III Berth to Stackyard at Hare Island.
  - III. Development of open type Stackyard at Hare Island
2. The Concessionaire has to handle only the following dry bulk cargoes:
  - i) Coal / Coke
  - ii) Limestone
  - iii) Gypsum
  - iv) Rock Phosphate
  - v) Copper Concentrate
3. The NCB III berth has been already constructed by the Port for a length of 306 m and width 22.90m. The berth is designed to handle 95,000 DWT vessels. The Concessioneing Authority shall hand over the Project site / Assets as set out in Appendix 2 to the concessionaire for the project for a period of 30 years” after entering into Concession Agreement.
4. The Concessioneing Authority shall deepen the basin in front of NCB III/ within dredge boundary of NCB III, to (-)15.10 m CD.
5. The concessionaire may be permitted to further deepen the basin to the required depth at their own cost and risk after obtaining the approval of the Concessioneing Authority. The Concessioneing Authority is having full rights to accept or reject the request of the concessionaire.
6. Further, Port is having full rights in maneuvering the vessels, Geotechnical investigation, bathymetry survey etc., in the basin in front of NCB III.
7. Concessionaire shall provide following suitable handling equipments in the terminal.
  - I. The concessionaire has to install two Rail Mounted Quay Gantry cranes of not less than 4000 TPH (2000TPH x 2 Un-loaders) with built-in chute and all joints forming edges will be ledged. The cargo unloaded will be conveyed to the Stack yards by a suitably designed Conveyor System (4000TPH). The output of unloaders/conveyors shall be 47,040 TPD. The concessionaire has to install the crane rail required for installation of two Rail Mounted Quay Gantry crane and storm anchor etc., by dismantling the existing concrete at the berth wherever required.
8. The number and capacity of equipments proposed above are minimum, The concessionaire shall provide additional equipments /facilities at the cost of the concessionaires so as to achieve the desired capacity, with the approval of the Concessioneing authority. The concessionaire may make necessary design for installing the equipments.

## 9. Stackyard

- a. The proposed stackyard area is located far from berth NCB-III at Hare Island area. The concessionaire has to develop stackyard for an area of about 1,26,000 Sq.m. The Concessionaire has to construct Boundary wall around the Stack Yard area. The bidder may inspect the berth, stack yard site and conveyor alignment location for assessing the actual site conditions.
- b. One stacker with boom length of 42 m shall be installed in the stackyard. Yard conveyors transfer the cargo to the Stacker. The stackers shall prepare stockpiles having 40 m wide and 10 m in height. Stacker shall have stacking capacity of 4,000 TPH.
- c. The storage area may be open to the elements with an effective system of pollution control and fire fighting measures.
- d. The Stack Yards will be illuminated by High Mast Lights to provide the required illumination levels. Sprinklers will be installed not only to control dust pollution but also to guard against self-ignition.
- e. Basic fire-fighting arrangements consisting of fire hydrants and fire pump will be provided for immediate fire control as the location is far away from the main port.
- f. The Concessionaire shall make proper arrangements for drainage of the yards to be developed taking into consideration the present requirements for storage facilities. The drainage facility shall be so finalized/designed and constructed by the Concessionaire at its cost such that there is no stagnation of water within Stack yard and catchments area of the drainage facilities.

## 10. Civil Works:

All Civil works relating to piling for the conveyor, trestles, gallery supports for conveyors across the sea, conveyor galleries, transfer houses, drive houses, equipment tracks for the unloading equipment at stack yard, and stacking equipment, operational, administrative and welfare buildings and amenities, peripheral roads, Boundary wall around Stack yard, drainage and water supply, etc, shall be constructed by the Concessionaire subject to the prior written approval of the Concessioning Authority

## 11. Support Facilities :-

The traffic management plan within and to the terminal shall be fine tuned in consultation with VOCPA after taking into consideration minimum disturbance to traffic to and from other adjacent terminals

## 12. Computer Communication:-

The Concessionaire shall install a computer system with adequate number of terminals for planning, including but not limited to, import, delivery, generation of reports, provision of information to Concessioning Authority etc. Information about the movement of cargo should be fed to the computer immediately through walkie talkie or other suitable medium. The Concessionaire has to provide the direct access to their



online system / servers for the Concessioning Authority to verify the details of operations and Gross revenue collected.

13. Electrification :

i. General:

NCB III berth and the material handling system requires power round the clock for smooth operation of material unloading, transportation upto the stackyard by conveyor belts. In addition to this, power is required for lighting, fire pumps, jockey pumps, warning system e.g. sirens and PA system, battery charging, welding etc. All arrangements and installations for this shall be undertaken by the Concessionaire.

ii. Power supply to the facilities:

- a. 22KV supply shall be taken by the Concessionaire from the port's existing arrangement. This shall be further stepped down to 6.6 KV and 0.433 KV by using suitable transformers. To maintain power factor at 0.85 to 0.9 capacitor banks of suitable size shall be used. Voltage drop and frequency variation shall be maintained within permissible limit of  $\pm 5\%$ . A suitable substation has to be built by the Concessionaire.
- b. In addition to the conveyors, power supply to the unloaders is also required. The total required at 0.85 pf shall be 6250 KVA (5312 KW). To meet these load requirements, 8MVA, 22KV/3.45 KV. Dynll ONAN Transformer or higher specification shall be provided.
- c. The Concessionaire shall have to erect necessary Sub-Station and associated distribution-installations and works for meeting the power requirement of proposed equipments. The Concessionaire shall provide power supply to the lighting System from their own distribution system on award of the license. The Illumination level should be maintained as per the requirements of Dock safety Regulations.
- d. The 22KV H.T. Power Supply required for the facility will be extended from the Red Gate. However Concessionaire shall make his own arrangements for tapping 22KV power Supply from the port S.S. and also arrangements for incoming outgoing panels Breakers with protective systems, Transformers with auto online Tap-Changers for voltage regulations, Suitable Capacitor Banks with auto switching Units for Power Factor improvement and etc., to match the existing System. Since it is coming under the Indian Electricity rules, all the Electrical installations shall be certified by the Central Electricity Authority before energizing.
- e. The Concessionaire shall indicate in his offer the Maximum power to be availed from VOCPA sub-Station in Phased manner for operating the Terminal to obtain appropriate approval from TANGEDCO/TNEB for MD increase in Contract Demand. All charges from application filing to obtaining approval from TANGEDCO for increase in Contract Demand shall be borne by the Concessionaire. All the related charges and deposits paid by VOCPA to TANGEDCO for availing power supply from TANGEDCO as per current contract demand shall be paid to VOCPA by the Concessionaire.

14. Water:-

Port is receiving water supply from Tamilnadu water and Drainage Board 3 MGD and 1MGD schemes at an average of 5000 KL per day. Though adequate supply is received, in view of shortage of supply during summer period the supply of water to ships is not resorted to. Water supply for project facilities and services shall be made available subject to availability. Water for fire fighting purposes of the terminal shall be drawn from sea.

15. Fire fighting requirements:-

- a. The Concessionaire shall plan and provide for adequate fire fighting equipment, fire hydrants etc. at the berths and in the stack yard area, keeping in view the need for maximizing dock safety and compliance with the prescribed regulations subject to the scale as stipulated by OISD guidelines or in compliance with applicable latest international codes/practices.
- b. The Concessionaire may, at its own cost, expenses and charges, install any communication link with the Concessions Authority's fire station. Mobile fire tenders of the Concessions Authority may also assist the Concessionaire in the event of a fire in the Licensed Premises at the Concessionaire's cost, charges and expenses.

However, the Concessionaire agrees and undertakes to make suitable and adequate arrangements for fire fighting in the Licensed Premises including mobile fire tenders which should be available for dealing with any emergency in the Concessions Authority's area as well. The Concessionaire agrees and undertakes to make provision of fire fighting equipments in the Licensed Premises in addition to the equipments and the facilities of the Concessions Authority required if any.

16. Approach Road to NCB-III

The approach Road to NCB-III is running behind NCB-I, II & III from Yellow gate. This approach is a common user facility for NCB-I, NCB II & NCB-III. Approach road will be developed by the concessions Authority up to stack yard from the existing available Hare Island road

17. Bunkering and Fuel Supply:

The Concessionaire shall make their own arrangements for bunkering & fuel supply.

18. Security Arrangements:

The security of the port is vested with Central Industrial Security Force (CISF). The Concessionaire shall abide by the security regulations/procedures as stipulated by the Concessions Authority from time to time. However the Concessionaire shall make his own arrangements for security in their terminal at his own cost.

19. Security (Under ISPS Code):
  - a. The International Ship and Port Facility Security Code (ISPS) has been under implementation from July,2004 and, India being a signatory to the IMO Resolution on this adoption of the Code, it is imperative that all Terminal Operators in VOCPA conforms to the requirements of the Code. The Terminal will be termed as one of the port facility of VOCPA wherein Deputy Conservator is the Port facility security officer. The Concessionaire/ operator is required to identify one of their officers as Deputy Port Facility Security Officer of that Terminal, who will be reporting to the Deputy Conservator directly for adoption and compliance of the Code.
  - b. The additional security cost involved in providing any infrastructure in the area allotted to the Concessionaire (as required under the ISPS Code) shall be borne by the Concessionaire. Whenever additional Code on Port security is approved by the Indian Government, the Concessionaire will be required to comply with such code at his cost, such as installation of equipments, etc.
20. Compliance with environmental laws including obtaining and keeping in force throughout the concession period all required statutory clearances during the construction, operation and maintenance phases of the project shall be the scope of the Concessionaire. Port shall obtain necessary Environmental Clearance for the berth. Obtaining Consent To Establish(CTE) and Consent To Operate(CTO) is the responsibility of the Concessionaire.
21. Planning, design, construction, operation and maintenance of all developmental works shall comply to the relevant Indian Standards and in the absence of Indian Standards, relevant International Standards shall be complied with. Safety precautions as per statutory requirements and IMO guidelines shall also be complied with.
22. The Concessionaire shall ensure compliance to Quality (ISO), Environmental (EMS), Occupational Health Safety and ISPS Codes.
23. Operation and maintenance of the facilities proposed throughout the concession period including attending to repairs and replacements of the infrastructure/facilities as may be needed during the concession period and handing over of the entire Project facilities and equipment at the end of the concession period or earlier, if so occasioned to the Concessioning authority in satisfactory working condition in order to operate the project facilities and services without any discontinuation of operation and to meet out the Performance standard as defined in Draft Concession Agreement (DCA).
24. The personnel and other related facilities should be capable of handling at least 6.96 million tons of cargo in accordance with the Performance Standards set out in Appendix 14 of Draft Concession Agreement.

### **1.1.2 Services of the Independent Engineer**

The services of the Independent Engineer (IE) shall be provided during the construction phase of the DBFOT project. Contract management and supervision of the quality standards of civil/Mechanical /Electrical/Electronics/IT constructions as well as erection of Material handling equipment(s), development of stack yards, and confirming their specifications, progress of work and related activities are IE's general responsibilities. He shall co-ordinate between the Concessioning authority and the Concessionaire and shall report to the Concessioning authority for the progress of the construction activities and the planning schedules. The scope of work/duties of the Independent Engineer is detailed in the Concession Agreement of the DBFOT project.

### **1.2 Conflict of Interest**

The Bidder would be deemed to have a “conflict of interest” if it can be reasonably concluded that its position in a business or its personal interest could improperly influence its judgment in the exercise of its duties. As such, Bidders having ownership interest / continuing business interest /relationship with the concessionaire, Tuticorin Multipurpose Terminal JSW Private Limited, Mumbai or others who are related to the execution of the Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis Project at VOCPA’ shall not be eligible to submit Bids for this assignment. Further, the Bidder shall be eligible only if the remuneration given by the VOCPA for IE’s Services shall constitute the IE's sole remuneration in connection with this Contract or the Services.

- 1.2.1** A key person of the consultant (person of lead member in case of consortium) shall be legally authorized to accept and co-ordinate and perform all the obligations of IE as per TOR.

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**SECTION - 2**  
**INSTRUCTIONS TO BIDDERS**

**2.1 Definitions and Interpretation:**

In the contract (as hereinafter) defined the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a) **“EMPLOYER”**, V.O.Chidambaranar Port Authority (VOCPA), means the Board of V.O.Chidambaranar Port Authority, an Autonomous Body constituted under the provisions of the Major Port Authorities Act, 2021, acting through its Chairman, Dy. Chairman or the Chief Mechanical Engineer or any other officers so nominated by the Board.
- b) **“BIDDER/S”** means the person or persons, firm, corporation, consortium or company who submits the BID for the subject work.
- c) **“AWARD PRICE”** means the sum named in the Bid / proposal submitted by the successful Bidder with any modification thereof or addition thereto or deduction there from as may be made under the provisions contained in the proposal document.
- d) **“ENGINEER / OFFICER-IN-CHARGE”** means the Chief Mechanical Engineer or any other officer of VOCPA as nominated to be in-charge of works of this assignment by the Chief Mechanical Engineer.
- e) **“Independent Engineer”** means any entity or person or associations of person who may provide or provides the Services to the Employer under the Contract
- f) **“CONSULTANCY SERVICES / SERVICES / ASSIGNMENT”** means the services to be provided by the Independent Engineer as detailed in this bid document.

**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 proposal document shall not be taken to be part thereof proposal document or be taken into consideration in the interpretation or construction thereof or of the contract.

**2.2 Earnest Money Deposit (EMD):**

Earnest Money Deposit Rs. 5,00,000/- may be paid through NEFT/ RTGS to the bank account of VOCPA, Tuticorin. The offer will not be considered without EMD and also any other form of EMD will not be accepted. The Earnest Money Deposit of unsuccessful Bidder will be released on written request from the unsuccessful bidder and after issue of work order to the successful bidder. MSE having Udyog Aadhaar No. vendors are exempted from paying EMD and they shall submit the proof of MSE certification.

The bank account details of VOCPA for making the payment of EMD is given below:

<b>Name &amp; Address of the Bank</b>	Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004.
<b>Name of the Branch</b>	Harbour Branch
<b>IFSC Code</b>	IOBA0000143
<b>Account No.</b>	014301000000001
<b>Type of Account</b>	Saving Account

<b>Beneficiary's Name</b>	V.O.Chidambaranar Port Authority
<b>GST No.</b>	33AAALT0206D1ZP

### 2.3 Taxes & Duties including GST:

2.3.1 **GST** If any chargeable extra, may be clearly indicated in the Financial Bid (Annexure-7).

Goods and Services Tax:

2.3.1.1 As per GST Act, invoice in the prescribed format has to be issued by a registered dealer on or before the time when goods are removed for supply (where supply involves movement) on or before the time when delivery is received by the recipient (where movement of goods is not involved).

2.3.1.2 The law has laid down conditions to avail GST input tax credit on supply of Goods or services. All of the following conditions need to be satisfied to avail GST input credit:

- The dealer should be in possession of Tax Invoice/Debit or credit Note/Supplementary Invoice issued by a supplier registered under GST Act.
- The said goods/services have been received.
- Returns (GSTR-3) have been filed
- The tax charged has been paid to the Govt. by the supplier

2.3.1.3 As a service provider, contractors /professionals etc shall issue the invoice within 60 days to the Port from the date of providing service. If the invoice is not issued within the time limit, then penalty and/or interest shall be applicable. If any of the contractors/ professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with interest and penalty as applicable under GST rule. Therefore, in the event of default of the contractor on the above grounds, the said amount paid/payable to the Government by Port shall be recovered from any money due to the contractor or adjusted against the performance security/security deposit.

2.3.1.4 For any correction in invoice claimed, it shall be throughout Debit note/credit note/supplementary invoice only, as all the invoices are to be uploaded in the GSTIN portal. All suppliers and contractors including professionals are to be requested to comply with the above provisions without any omission in respect of ongoing contracts. If the existing suppliers/contractors / professionals do not comply with the above provisions payment will not be released and Port will not be liable on any account to be aforesaid.

### 2.3.2 Income Tax:

Income Tax and surcharge as applicable will be deducted at source by VOCPA in accordance with Income Tax Act at the rate applicable from time to time and in accordance with instruction issued by INCOME TAX Authorities on this behalf from time to time. The Consultant shall furnish his PAN details or a copy of Income Tax exemption certificate if any.

### 2.3.3 Service Tax& GST:

The firm shall furnish GST registration Number, GSTIN Number and copy of certificate of registration duly attested by Notary.

## **2.4 Performance Security:**

A sum worked out on the basis of 5% of the accepted value of offer shall be deposited by the selected firm towards Performance Security in the form of NEFT/RTGS (OR) irrevocable Bank Guarantee from a Nationalized Bank /Scheduled bank having branch at Thoothukudi within 15 days of the date of work order/ Letter of Acceptance or before commencement of work whichever is earlier. However, the Employer/Engineer may relax the time limit of 15 days and extend the time limit by further period of 10 days 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 the Earnest Money Deposit shall also stand forfeited.

The Performance Security will remain in force throughout the period of contract and will be refunded after satisfactory completion of work as stipulated in Clause 3.10. The Performance Security will not bear any interest.

## **2.5 Security Deposit:**

Security Deposit at 10% will be deducted from each running bill after adjusting the amount already deposited by the contractor as EMD subject to a maximum accumulation of 5% of the contract price. The amount being held in deposit as a security for satisfactory completion of the work. The Security Deposit will remain in force throughout the period of contract and will be refunded after satisfactory completion of work as stipulated in Clause 3.10. The Security Deposit will not bear any interest.

## **2.6 Clarification:**

The applicant will be free to seek clarification. The Authority shall provide reply to the clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and Competitive Selection Process.

The Pre-bid Queries shall be sent to the official email address [cme@vocport.gov.in](mailto:cme@vocport.gov.in) on or before the date of prebid meeting mentioned in NIT, so as to prepare the replies by the authority. The pre-bid queries shall be sent in editable Microsoft word format also. (if the queries not furnished in editable Microsoft Format, the same will not be replied by the Authority).

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 5 (Five) days prior to the proposal Due Date. The responses will be sent by e-mail. The Authority reserve the right not to respond to Any questions or provide any clarifications, in its sole discretion. The pre bid clarification /amendments are part and parcel of the tender /agreement.

## **2.7 Submission of Bid**

### **a) Date of submission**

The Last date and time for the submission of Financial offer is mentioned in NIT and extended date if any will be provided in Corrigendum. The offer received after the due date and time will not be considered. Port will not take any responsibility for postal delay or transit.

The Bidder shall prepare one original of the documents comprising the clearly marked "ORIGINAL". In addition, the Bidder shall make one (1) copy of the clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail. The tender schedule shall be signed in all pages and submitted along with the bid.

The Bid and its copy shall be typed or printed and shall be signed by the Bidder and sealed in all pages. All the alterations, omissions, additions or any other amendments made to the Bid shall be signed/initialled by the person(s) signing the Bid.

**b) Sealing and Marking of Bids**

- i) The Bidder shall seal the cover superscribe it as "ORIGINAL" and "COPY". Each envelope shall indicate the name and address of the Bidder.
  - ii) The bidder shall pay **Earnest Money Deposit** of Rs. 5,00,000/- (Rupees Five Lakh only) through NEFT/ RTGS to the bank account of VOCPA, Tuticorin.
  - iii) A forwarding letter confirming validity of the proposal for 180 days and detailing contents of the proposal including list of enclosed documents.
  - iv) Power of Attorney in the name of the person/s signing the bid documents.
  - v) The Bidder shall furnish an Undertaking that there is no conflict of Interest intaking up this Independent Engineer Services to facilitate smooth implementation of the project "Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis" and the Bidder/their affiliates will not bid for/rate the same projects.
  - vi) CV's / Resumes of Key personnel as specified in clause 3.3
  - vii) The envelopes shall also clearly bear the following identification: "Appointment of Independent Engineer to facilitate smooth implementation of the project "Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis". The envelopes shall be addressed to:  
The Chief Mechanical Engineer,  
V.O.Chidambaranar Port Authority,  
Tuticorin – 628 004. T.N
- c) If the envelope is not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and would be summarily rejected. VOCPA assumes no responsibility for the belated receipt of the document.

**2.8** Taking into consideration the above, it is requested to quote the offer in Indian Rupees only, for the Consultancy service. The offer shall indicate the GSTseparately in percentage and in amount. The total amount to be quoted by you shall be inclusive of all taxes (except GST &Service Tax), incidentals, overheads, printing and binding of documents, expenditure related to presentations to be made during the execution of the assignment, boarding & lodging, travelling expenses, soft copy of the documents in the form of CD or DVD, sundries, all other items involving expenditure for execution of this assignment.

**2.9** VOCPA reserves the right to reject any or all the offers without assigning any reason thereof.



**2.10 Validity of Bid**

The proposal shall be valid for a period of **180 days** from the proposal Due Date.

**2.11 Opening of financial bid:**

The Financial Bids of responsive proposals for this work “Appointment of Independent Engineer to facilitate smooth implementation of the project "Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis” will be opened in a specific/prescribed date, in the presence of authorized representatives of concerned Bidders who may wish to present.

**2.12** The Bid shall not contain any additional conditions or remarks. Financial bids with such conditions /remarks and non-availability of required EMD shall be considered as non-responsive and rejected.

**2.13 Minimum Qualification of Full Time Equivalent (FTE) for professional;**

The bidders are required to submit the CV’s / Resumes for the following Key personnel-

<b>SI No</b>	<b>Key Personnel</b>	<b>Qualification</b>	<b>Years of Experience</b>	<b>Roles &amp; Responsibilities</b>
(i)	<b>Team Leader</b>	Graduate in Mechanical Engineering or any equivalent degree in Mechanical Engineering	He should have a minimum 20 years of experience including 5 years of experience in Port related constructions. He should have handled as Team Leader or in a similar capacity at least one project of similar magnitude. Alternatively, in the capacity of Dy. Team leader two projects of similar magnitude.	This is the senior most position and the expert engaged as the Team Leader shall be responsible for reviewing the entire project preparation and implementation activities of the Concessionaire. He shall ensure detailed review of all the Designs & Drawings being prepared by the Concessionaire, ensure execution of works on site as per specification, standards, and continuously interact with the VOCPA and the Concessionaire. He shall undertake project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. The Team

				Leader shall ensure that the services as detailed in the Concession Agreement of the DBFOT project for the role of the Independent Engineer be provided to the satisfaction of the Employer.
(ii)	<b>Senior Structural Engineer</b>	Graduate in Civil Engineering or any equivalent degree in Civil Engineering, preferably with a Masters degree or equivalent in Structural Engineering	Minimum 15 years experience out of which at least 5 years is in the design and construction of port structures in similar capacity.	The Senior Structural Engineer shall be responsible for proof checking the designs & drawings submitted by the Concessionaire in respect of the structures related to the development of this project. He shall also inspect the construction activities and monitor the project.
(iii)	<b>Senior Engineer (Mechanical)</b>	Graduate in Mechanical /Instrumentation , or any equivalent degree in Mechanical/ Instrumentation Engineering	Minimum 15 years experience out of which at least 2 years on Heavy Industries/ Port cargo handling equipment's in similar capacity.	The Senior Engineer (Mechanical) shall be responsible for proof checking the Designs and Drawings submitted by the Concessionaire in respect of the project equipment(s). He shall also inspect the construction and monitor the projects. He shall also be responsible for quality assurance of all Material (Cargo) handling equipments during erection, installation and pre-commissioning stage.
0(iv)	<b>Senior Engineer (Electrical/ Electronics )</b>	Graduate in Electrical / Electronics engineering, or any equivalent degree in Electrical/ Electronics	7 to 12 years experience out of which at least 2 years on Heavy Industries / Port cargo handling equipments in similar capacity.	The Senior Engineer (Electrical) shall be responsible for proof checking the Designs and Drawings submitted by the Concessionaire in respect of the electrical installations / equipments / systems/ accessories of this project.

				<p>He shall also inspect the construction/installation and monitor the project, as required. He will also be responsible for quality assurance of all Material (Cargo)handling equipments and electrical installations / equipments / systems/ accessories during erection, installation and pre-commissioning stage.</p>
(v)	<b>Safety and Fire Engineer</b>	Graduate in Safety and Fire Engineering or any equivalent degree in Safety and Fire Engineering	Minimum experience of 5 years out of which at least 2 years is in relation to berth constructions / Mechanization of Berths / Development of containers Terminals, etc. in similar capacity.	<p>The Safety &amp; Fire Engineer shall be responsible for ensuring that, all obligations (statutory or otherwise) concerning safety and fire including prevention of personal injuries and maintaining a safe working environment are fulfilled at the Project Site, in compliance of the relevant standards / specifications / good industry practice; especially during the erection / installation of equipments and testing during pre-commissioning stage.</p> <p>He shall be responsible for the adequacy and quality assurance of all fire fighting equipments/ systems as well as related facilities/arrangements provided at the Project Site. He shall also inspect and monitor the installations so as to ensure that they are in proper working condition.</p> <p>He shall conduct safety inspections of the Project Site in order to observe the</p>

				physical conditions of work, work practices, procedures followed by the work force and render advice on measures to be adopted for removing the unsafe physical conditions/ work practices etc. He shall advise in planning and organizing measures necessary for the effective control of personal injuries and other safety aspects and also check and evaluate the effectiveness of the actions taken or proposed to be taken by the Concessionaire/its agents. He shall also investigate all fatal and other selected accidents, if required by the VOCPA.
(vi)	<b>IT Professional</b>	Graduate in Computer Science Engineering / Information Technology/ Master of Computer Application or any equivalent degree in Information Technology / Computer Applications.	Minimum experience of 10 years out of which at least 2 years is in relation to Port Development activities/development of berth /Mechanization projects	The IT Professional shall be responsible for ensuring that concessionaire shall install all the software and Hardware required for smooth operation of NCB-III Berth Cago.
(vii)	If required, the Independent Engineer shall deploy Financial Expert and Environmental Engineer as and when required for the project.			

**2.14 Evaluation of CV's / Resumes**

The Scoring criteria to be used for evaluation shall be as follows:

Sl No	Parameter	Maximum Marks
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(a)	Team Leader	30
(b)	Senior Structural Engineer (Civil)	20
(c)	Senior Engineer (Mechanical)	15
(d)	Senior Engineer (Electrical/Electronics)	15
(e)	Safety & Fire Engineer	10
(f)	IT Professional	10
	Relevant Experience of the Key Personnel [Total of (a) to (f)]	100

CVs will be ranked according to the number of projects involved by the Key personnel as mentioned in clause 2.13.

**Evaluation Criteria for assessment of score of Key Personnel for adequacy of the Assignment:**

**Team Leader:**

S. No.	Description	Max. Marks
	Name of the bidder	
	Name of the Key Personnel	
1	<b>General Qualification</b>	<b>5</b>
	I) Graduate in Mechanical Engineering – 3 Marks II) Post Graduate in Mechanical Engineering- 5	5
<b>2</b>	<b>Adequacy for the Project</b>	<b>25</b>
i)	Total Professional Experience including 5 years port related constructions	10
	< 20years - 0 marks	
	20-30 years - 5 marks	
	more than 30 years - 10 marks	
ii)	Experience as Team Leader or similar capacity of experience in Port related constructions	5
	<5 years - 0 marks	
	6-8 years - 3 marks	
	more than 8 years - 5 marks	
iii)	Experience as Team Leader or similar capacity in similar project	10
	< 1 Projects - 0 marks	
	1-2 Projects - 7 marks	
	More than 2Projects - 10 marks	
iv)	Experience as Dy. Team Leader or similar capacity in similar project	10
	< 2 Project - 0 marks	
	2-3 Projects - 7 marks	
	More than 3 Projects - 10 marks	

	<b>Total: (i+ii+iii) or (i+ii+iv)</b>	<b>30</b>
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**Senior Structural Engineer (Civil):**

S. No.	Description	Max. Marks
	Name of the bidder	
	Name of the Key Personnel	
1	<b>General Qualification</b>	<b>2</b>
	I) Graduate in Civil Engineering or any equivalent degree in Civil Engineering, preferably with a Masters degree or equivalent in Structural Engineering	2
<b>2</b>	<b>Adequacy for the Project</b>	<b>18</b>
i)	Total Professional Experience including 5 years experience in Port construction activities	8
	< 15years - 0 marks	
	15-20 years - 5 marks	
	more than 20 years - 8 marks	
ii)	Experience as Structural Engineer or similar capacity in design and construction of port structures	10
	<5 years - 0 marks	
	5-10 years - 7 marks	
	more than 18 years - 10 marks	
	<b>Total:</b>	<b>20</b>

**Sr. Engineer (Mechanical):**

S. No.	Description	Max. Marks
	Name of the bidder	
	Name of the Key Personnel	
1	<b>General Qualification</b>	<b>2</b>
	I) Graduate in Mechanical /Instrumentation, or any equivalent degree in Mechanical/ Instrumentation Engineering	2
<b>2</b>	<b>Adequacy for the Project</b>	<b>13</b>
i)	Total Professional Experience including 2 years experience in heavy industries / Port MHE	7
	< 15years - 0 marks	
	15-18 years - 5 marks	
	more than 18 years - 7 marks	
ii)	Experience as Sr. Engineer (Mechanical) or similar capacity on Heavy Industries/ Port cargo handling	6
	<2 years - 0 marks	
	2-3 years - 5 marks	
	more than 3 years - 6 marks	
	<b>Total:</b>	<b>15</b>

**Sr. Engineer (Electrical/Electronics):**

<b>Sr. Engineer (Electrical/Electronics)</b>		
<b>S. No.</b>	<b>Description</b>	<b>Max. Marks</b>
	<b>Name of the bidder</b>	
	<b>Name of the Key Personnel</b>	
<b>1</b>	<b>General Qualification</b>	<b>2</b>
	I) Graduate in Electrical / Electronics engineering, or any equivalent degree in Electrical/ Electronics	2
<b>2</b>	<b>Adequacy for the Project</b>	<b>13</b>
i)	Total Professional Experience including 2 years experience in Port cargo handling equipment / Heavy industries	7
	< 7years - 0 marks	
	7-12 years - 5 marks	
	more than 12 years - 7 marks	
ii)	Experience as Sr. Engineer (Electrical/Electronics) or similar capacity on Heavy Industries / Port cargo handling equipment	6
	<2 years - 0 marks	
	2-3 years - 5 marks	
	more than 3 years - 6 marks	
	<b>Total:</b>	<b>15</b>

**Safety and Fire Engineer:**

<b>S. No.</b>	<b>Description</b>	<b>Max. Marks</b>
	<b>Name of the bidder</b>	
	<b>Name of the Key Personnel</b>	
<b>1</b>	<b>General Qualification</b>	<b>2</b>
	I) Graduate in Safety and Fire Engineering or any equivalent degree in Safety and Fire Engineering including 2 years experience in berth construction/mechanization of berths	2
<b>2</b>	<b>Adequacy for the Project</b>	<b>8</b>
i)	Total Professional Experience	4
	< 5years - 0 marks	
	5-6 years - 3 marks	
	more than 6 years - 4 marks	
ii)	Experience as Safety and Fire Engineer or in similar capacity in relation to berth construction/ mechanization of berths/	4
	<2 years - 0 marks	

2-3 years	- 3 marks	
more than 3 years	- 4 marks	
<b>Total:</b>		<b>10</b>

#### IT Professionals:

IT Professionals		
S. No.	Description	Max. Marks
	Name of the bidder	
	Name of the Key Personnel	
1	<b>General Qualification</b>	<b>2</b>
	I) Graduate in Computer Science Engineering / Information Technology/ Master of Computer Application or any equivalent degree in Information	2
2	<b>Adequacy for the Project</b>	<b>8</b>
i)	Total Professional Experience including 2 years is in relation to Port Development activities/development of berth /Mechanization projects	4
	< 10years - 0 marks	
	10-12 years - 3 marks	
	more than 12 years - 4 marks	
ii)	Experience as IT professional or in similar capacity in development of berth cargo	4
	<2 years - 0 marks	
	2-3 years - 3 marks	
	more than 3 years - 4 marks	
	<b>Total:</b>	<b>10</b>

#### 2.15 Evaluation of Financial bid

Bidders are required to submit the Financial Bid as per the format provided in **Annexure-7**. For financial evaluation, the total cost indicated in the Financial bid will be considered.

“Financial Evaluation shall be made based on the Financial bid excluding GST”

The Authority will determine whether the financial bid is complete, unqualified and unconditional. The cost indicated in the financial bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not be entitled for compensation and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = amount of Financial bid)

#### 2.16 Combined and final evaluation of CVs and Financial bid

Proposals will finally be ranked according to their combined Scores of CV's/ Resumes ( $S_c$ ) and financial ( $S_F$ ) scores as follows:  $S = S_c \times C_w + S_F \times F_w$  Where S is the combined score,



and Cw and Fw are weights assigned to CV's / Resumes and Financial Proposal that shall be 0.70 and 0.30 (70 % & 30%) respectively.

The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in tender document.

The Experts would need to be involved in providing the Services and would need to be present at all important meetings with VOCPA.

Scores will be allotted to each of the experts based on the experience of the experts. The Bidder in their letter head, for each expert proposed shall declare that the experts proposed are satisfying the qualifying and experience criteria in all respects. The Declaration is in the form of CV attached as **Annexure-9**. Each expert must satisfy the above criteria on Educational qualification and essential experience.

**2.17** The Authority will determine whether the financial bid is complete, unqualified and unconditional. The cost indicated in the financial bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the Scope of Consultancy services within the total quoted price shall be that of the Consultant.

**2.18** The Successful Bidder complying with Clause 2.17 shall be considered for award after negotiation, if any, such situation is emerged.

**2.19 Negotiations:**

The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not only be for reducing the price of the Proposal, but will be for re- confirming the obligations of the Consultant covered under this tender document. Issues such as deployment of experts, understanding of the scope of Consultancy services, methodology and quality of the work plan shall be discussed during negotiations.

**2.20 Award of Assignment / Services:**

The Bidder selected for award of assignment shall be issued with Letter of Award by VOCPA. This letter along with written acknowledgement of the successful Bidder shall constitute a binding contract between the Bidder/s with VOCPA till signing of a formal agreement.

**2.21 Signing of Agreement:**

Within 15 (fifteen) days from the date of Letter of Award, the successful Bidder shall furnish a Performance Security for satisfactory completion of the Assignment, in the form of a Bank Guarantee as detailed in **Clause 2.4** Simultaneously, on acceptance of the Performance Bank Guarantee by the Employer, the contract agreement shall be signed by both the Bidder and the employer, after payment of stamp duties as may be necessary by the successful Bidder. Formats of Bank Guarantee (**ANNEXURE-3**) and Agreement (**ANNEXURE-4**).

**2.22 Extension of validity of proposal:**

If it becomes necessary on VOCPA request in writing, the Bidder/s, shall extend the validity of their proposals.

**2.23 INTEGRITY PACT:**

It is a specific requirement for considering the bid that the Bidders should sign and submit an “Integrity Pact” to be executed between the bidder and VOCPA along with the bid in a separate envelope superscribed “Integrity Pact”. Bids not accompanied by a duly signed “Integrity Pact” shall be liable for rejection. The format of the Integrity Pact is enclosed as **ANNEXURE-5**.

**SECTION 3**  
**GENERAL CONDITIONS OF CONTRACT**

3.1 **General Provisions**

**Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Employer" means Board of Directors of V.O.Chidambaranar Port Authority (VOCPA), acting through its Chairman or any other officers so nominated for the work..
- (b) "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (c) "Award Cost" the cost tendered by the successful bidder or cost after negotiation with the successful bidder.
- (d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in letter of award;
- (e) Contract price means total amount paid to the Independent Engineer as per payment schedule clause 3.11 plus any other payments for extended period.
- (f) Construction phase means the period from the Date of Award of Concession to the Date of commercial operation.
- (g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause General Condition 3.2.1;
- (h) "Foreign Currency" means currency in US Dollars or the currency of the home country of Consultant;
- (i) "GCC" means these General Conditions of Contract;
- (j) "Government" means the Government of India;
- (k) "Local Currency" means Indian Rupees;
- (l) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- (m) "Personnel " means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India; and "Key Personnel" means the personnel referred to the in Clause General Condition 2.16;
- (n) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (o) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in **Annexure- 10** hereto;
- (p) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.
- (q) "Contract Sums" means gross amounts of consultant's original proposal in Indian Rupees with tax, duties, fees and other imposition as provide for General Condition 3.11 inclusive of all cost, all types of subsoil investigation and environmental monitoring works if any.
- (r) "Approved / approval" means the approval in writing.

### 3.1.1 **Relations between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the VOCPA and the IE. The IE, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### 3.1.2 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence should be in English language.

### 3.1.3 **Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person, sent by registered mail or facsimile to such Party at the address given in the Bid Document submitted.

### 3.1.4 **Authority of Member in Charge**

In case the IE is a Consortium of more than one entity, the members hereby shall authorize the Lead Member selected by the Consortium members as stipulated in Power of Attorney at Form-XIV of **Annexure-A** submitted along with the Bid, to act on their behalf in exercising all the IE's rights and obligations towards VOCPA under this Contract, including without limitation, the receiving of instructions and payments from the VOCPA.

### 3.1.5 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by VOCPA or the IE may be taken or executed by the authorized representative specified in the Bid Document.

### 3.1.6 **Taxes and Duties**

The IE and their personnel shall pay the taxes; fees, levies and other impositions levied under the existing, amended or enacted laws of both the Central Govt. and the Govt. of Tamil Nadu during life of this Contract and VOCPA shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed.

## 3.2. **Commencement, Completion, Modification and Termination of Contract**

### 3.2.1 **Effectiveness of Contract**

This Contract shall come into force within fifteen days from the date of Letter of Award instructing the IE to begin carrying out the Services.

### 3.2.2 **Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within fifteen days from the date of Letter of Award, the VOCPA can declare this Letter of Award to be null and void. The EMD is liable for forfeiture in

such instance. The VOCPA shall then invite the Bidder with second lowest Bid and negotiate for acceptance of the award of this work.

### 3.2.3 **Expiry of services**

Unless terminated earlier pursuant to Clause 3.6 hereof, this Contract shall expire when the Services have been completed and it has been confirmed by VOCPA by issuing completion certificate at the end of 24+6 **months** or such other time period as the Parties may agree in writing.

If the assignment is completed in all respects ahead of the scheduled period, the Contract shall end accordingly. In case of delay in completing the assignment, the Contract may be extended suitably. In case of extension or foreclosure, pro-rata addition or deduction in lumpsum payment quoted for inspection of construction works “after the procedure of Reviews of Design and Drawings are over as detailed under Terms of reference”.

At the discretion of VOCPA without assigning any reasons whatsoever, including the act of Law or Force Majeure, the assignment may foreclose at any stage. In case of foreclosure, payment due up to that completed stage for the completed items of work or part thereof will be made as indicated in Financial Proposal, at the discretion of the VOCPA. The IE does not reserve any right to claim compensation or whatsoever for foreclosure of Contract by VOCPA.

### 3.2.4 **Force Majeure**

#### (i) **Definition**

- a) For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, change in government rules/laws.
- b) Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees, or (ii) any event which a diligent Party could reasonably have been expected to both: (A) take into account at the time of the conclusion of this Contract; and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) If either Party is temporarily unable to meet any of its obligations under the Contract by reason of Force Majeure, and if such Party gives to the other Party notice of event within fourteen (14) days after its occurrence, such obligations of Party as it is unable to perform by reason of event shall be suspended for as long as the inability continues.
- d) Neither Party shall be liable to the other Party for loss or damage sustained by such event arising from any event referred to (a) above or delays arising from such event.

#### (ii) **No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

(iii) **Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than **fourteen (14)** days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon a possible.
- (c) **Extension of time**  
Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) **Payments**  
During the period of their inability to perform the services as a result of an event of Force Majeure, the IE upon instructions by the Employer shall either a) demobilize; or b) continue with the services to the extent possible, in which case the IE shall continue to be paid proportionately and on pro-rata basis, under the terms of this contract.
- (e) In the case of disagreement between the parties as to the existence or extent of Force Majeure, the matter shall be settled according to clause 3.9.

(iv) **Consultation**

Not later than thirty **(30) days** after the IE, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

3.3 **Suspension**

The VOCPA may, by written notice of suspension to the IE, suspend all payments to the IE hereunder if the IE fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension: (i) shall specify the nature of the failure; and (ii) shall request the IE to remedy such failure within a period not exceeding thirty **(30) days** after receipt by the IE of such notice of suspension.

3.4 **Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, a statement, representation, promise or agreement not set forth herein.

3.5 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any bids for modification made by the other Party.

3.6 **Termination**

### 3.6.1 **By the Employer**

The VOCPA may, by not less than thirty (30) days' written notice of termination to the IE to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 3.6.1, terminate this Contract.

- (a) If the IE fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 3.3 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the VOCPA may have subsequently approved in writing:
- (b) If the IE becomes (or, if the IE consist of more than one entity, if any of their member becomes) insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the IE fails to comply with any final decision reached as a result of arbitration proceeding pursuant to Clause hereof.
- (d) If the IE submit to VOCPA a statement which has a material effect on the rights, obligations or interests of the VOCPA and which the IE know to be false.
- (e) If VOCPA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the IE, in the judgment of the VOCPA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the Port, and includes collusive practice among IE (prior to or after submission of Bids) designed to establish prices at artificial noncompetitive levels and to deprive the borrower of the benefits of free and open competition. Coercive practices means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in procurement process, or affect the execution of a contract

In case the Contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the IE to VOCPA within thirty (30) days of the termination letter, failing which the same shall be recovered by encashing the existing Bank Guarantee submitted by IE.

Measures to be taken by the Employer

The Employer may terminate the contract if it determines at any time that representatives of the IE were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation.

The employer may also sanction against the IE, including declaring the IE ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the IE has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer – financed contract

### **3.6.2 By the IE**

The IE may, by not less than thirty (30) days' written notice to the VOCPA, such notice to be given after the occurrence of any of the events specified hereunder of this Clause 3.6.2, terminate this Contract:

- (a) If VOCPA is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the IEs may have subsequently approved in writing) following the receipt by VOCPA of the IE's notice specifying such breach;
- (b) If VOCPA fails to pay any money due to IE pursuant to this Contract and not subject to dispute pursuant to Clause 3.9 hereof within forty five (45) days after receiving written notice from IE that such payment is over due.
- (c) If VOCPA fails to comply with any final decision reached as a result of arbitration pursuant to Clause 3.9 hereof. OR
- (d) If, as a result of Force Majeure, the IE is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **3.6.3 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 3.2.2 or 3.6.1 or 3.6.2 hereof, the IE shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner. With respect to documents prepared by the IE and equipment and materials, if any, furnished by VOCPA, the IE shall hand over the same to VOCPA.

### **3.7 Payment upon Termination:**

Upon termination of this Contract pursuant to Clauses 3.6.1 or 3.6.2 hereof, VOCPA shall make the following payments to the IE after offsetting against these payments any amount that may be due from the IE:

- (i) remuneration pursuant to clause- 3.11.1 hereof for services satisfactorily performed prior to the effective date of termination.
- (ii) reimbursable expenditures pursuant to clause- 3.11 hereof for expenditures actually incurred prior to the effective date of termination; and



- (iii) except in the case of termination pursuant to paragraphs (a) through (f) of Clause 3.6.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract.

### 3.8 **Disputes about events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause 3.6.1 or in Clause 3.6.2 hereof has occurred, such Party may, within forty five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 3.9 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3.9 **Settlement of dispute**

#### 3.9.1 **Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

#### 3.9.2 **Dispute settlement**

In case any dispute is not resolved amicably as provided in Clause 3.12.1, the Independent Engineer may agree to refer the matter to conciliation & settlement Committee established by VOCPA as per provisions contained in Part-III of the Arbitration & Conciliation (Amendment) Act, 2015 (the “Conciliation & Settlement Committee”). The standard operating procedures for conciliation and settlement of disputes through the conciliatory process and the constitution of the committee shall be contained in the policy guidelines issued by the VOCPA on the subject, which shall be in alignment with the provisions contained in Sections 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015.

### 3.10 **Time Period**

The period of this assignment shall be about **30 (Thirty) months** reckoned from 15 days after the date of issue of **Letter of Award** up to date of expiry of 6 months from the Date of Commercial operation of the Project “Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis” (24 months during construction period + up to date of expiry of 6 months from the Date of Commercial Operation). As per Concession Agreement the Tentative schedule for Commencement is Second Quarter of 2023-24 and Commercial Operation is second quarter of 2025-26.

If assignment is completed in all respects before scheduled period, the Contract may be foreclosed. In case of any delay in completion of the construction activities by the Concessionaire, the Contract may be extended suitably. In case of extension for reasons not attributable to the Independent Engineer, or foreclosure, pro-rata addition or deduction shall be done based on percentage quoted for only inspection part of the whole assignment. At the discretion of VOCPA, without assigning any reasons whatsoever, the assignment may foreclose at any stage.

### 3.11 **Payment**

In consideration of the Services performed by the IE under this Contract, VOCPA shall make to the IE eligible payments and in such manner as is provided by Clause 3.11.1 of this Contract.

### 3.11.1 Payments to the Independent Engineer

The Employer shall pay the IE for normal Services in accordance with the Conditions and with the details stated in **Annexure-7** of Financial Proposal at the end for the part of work completed.

Sl. No.	Description of services	Percentage payment of total quoted amount (Contract Price)
a)	Review and approval of DPR	10%
b)	Review of Designs and Drawings, construction methodology, quality assurance procedures, procurement, engineering and construction time schedule submitted by the concessionaire	5% (payable on completion of this Item b)
c)	Review and recommendation of the Operation and Maintenance Plan prepared by the Concessionaire	5%
d)	Verification of the documents on manufacturer and delivery of Material handling equipment(s) as submitted by the concessionaire	5%
e)	Pro-rata monthly payment for the services as per TOR for total 24+6 months	55% (Divided in 30 (24+6) equal instalments)
f)	Issue of provisional Completion Certificate for the whole project by the IE to the Concessionaire	10%
g)	Completion of work and issue of Completion Certificate by the V.O.Chidambaranar Port Authority to the IE.	10%
h)	Reference to e-payment	

### 3.11.2 Remuneration and Reimbursable Expenditures

No extra payments will be made other than Sl. No. (e) of Clause 3.11.1 - Payments to the Independent Engineer i.e., Pro-rata monthly payments, in case of extension as stated in Clause 3.10.

## 3.12 Fairness and Good Faith

### 3.12.1 Good Faith

The Parties undertake to act in good faith with respect to each other's right under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### 3.12.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be

necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with this Clause 3.11 thereof.

### 3.13 Liquidated Damages

In case of delay in satisfactory completion of any of the Services due to the IE's default beyond the stipulated period as indicated for the stages of Services or beyond reasonable schedule for Services where time period is not indicated, the IE shall be liable to pay penalty @ 0.10% (point one percent) per calendar day (or) part thereof on the award cost applicable for each item of description of services indicated in clause 3.10 subject to a maximum of 10% (ten percent) of the said award cost for the relevant description of services. The total liquidated damages on the value of contract shall not exceed 10% of total contract price. (Contract price to be defined in clause 3.1 of section 3 to include payments for extended period also.) For delays in satisfactory completion of work beyond 1 (one) month, the amount of Performance Security in part or full as decided by VOCPA, is liable to be forfeited. However, if the completion of Services is delayed on account of IE, extension of time for completion of Services shall be granted upon receipt of express request accompanying full justification, at the sole discretion of the V.O.Chidambaranar Port Authority. No extension of time will be given for delays in review of Designs and Drawings. The time period for the various stages of services as indicated in financial proposal, is as under

Sl. No.	Description of services	Schedule of time
a)	Review and approval of DPR	21 days after submission by Concessionaire
b)	Review of Designs and Drawings, construction methodology, quality assurance procedures, procurement, engineering and construction time schedule submitted by the concessionaire	21 days after submission by Concessionaire
c)	Review and recommendation of the Operation and Maintenance Plan prepared by the Concessionaire	15 days after submission by Concessionaire
d)	Verification of the documents on manufacturer and delivery of Material handling equipment(s) as submitted by concessionaire	15 days after submission by Concessionaire
e)	Pro-rata monthly payment for the services as per TOR for total 24+6 months	Monthly Inspection as per TOR upto 20th day of each month and Report to be submitted within 7 days Monthly inspection
f)	Issue of provisional Completion Certificate for the whole project by the IE to the Concessionaire	15 days after request from concessionaire and if any shortfalls observed to be communicated to the concessionaire by IE, the same to be made within 7 days from the date of receipt of request from concessionaire

**SECTION 4**  
**OBLIGATIONS OF THE INDEPENDENT ENGINEER**

**4.1 General**

**4.1.1 Standard of Performance**

The IE shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The IE shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with sub-IE or Third Parties.

**4.1.2 Law Governing the Services**

The IE shall perform the Services in accordance with the Applicable Indian Law and shall take all practicable steps to ensure that all the Personnel and agents of the IE, comply with the Applicable Law. The Employer may advise the IE in writing of relevant local customs and the IEs shall, after such notifications respect such customs.

4.1.3 The scope of the assignment shall be limited to the review of the designs as proposed by the Concessionaire and ensure adherence to the objectives of the project as agreed between the Concessionaire and Concessioneing authority. The IE may propose changes / improvements to the design. However, neither the Concessioneing authority nor the Concessionaire are obliged to accept the same and any acceptance is subject to agreement between Concessionaire and Concessioneing authority without compromising the basic philosophy of the Scheme and the Project Schedule.

**4.2 Conflict of Interests**

**4.2.1 IE not to business or its personal interest with Concessionaire**

The IE would be deemed to have a “conflict of interest” if it can be reasonably concluded that its position in a business or its personal interest could improperly influence its judgment in the exercise of its duties. As such, Bidders having ownership interest / continuing business interest / relationship with the concessionaire, JSW Tuticorin Multipurpose Terminal Private Limited, or others who are related to the execution of the “Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis” shall not be eligible to submit Bids for this assignment.

**4.2.2 IE not to Benefit from Commissions, Discounts etc.**

The remuneration of the IE pursuant to Clause General Condition 4.10 hereof shall constitute the IE's sole remuneration in connection with this Contract or the Services and, the IE shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the IE shall use their best efforts to ensure that any sub-IE, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

#### **4.2.3 IE and Affiliates not to engage in certain Activities**

The IE agree that, during the term of this Contract and after its termination, the IE and any entity affiliated with the IE, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### **4.3 Confidentiality**

The IE and their Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the V.O.Chidambaranar Port Authority business or operations without the prior written consent of the V.O.Chidambaranar Port Authority.

#### **4.4 Liability of the IE**

Limitation of the IE's Liability towards the Client

- (a) Except in case of gross negligence or willful misconduct on the part of the IE or on the part of any person or firm acting on behalf of the IE in carrying out the Services, the IE, with respect to damage caused by the IE to the Employer's property, shall not be liable to the Employer.
  - (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees to be made to the IE here under, or (B) the proceeds the IE may be entitled to receive from any insurance maintained by the IE to cover such a liability.
- (b) This limitation of liability shall not affect the IE's liability, if any, for damage to Third Parties caused by the IE or any person or firm acting on behalf of the IE in carrying out the Services.

#### **4.5 Insurance to be Taken by the IE**

The IE

- (i) shall take out and maintain, and shall cause to take out maintain, at their own cost, insurance against the risks, and for the coverage, as mentioned below, and
- (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid.

The risks and the coverages shall be as follows

- (a) Third Party Motor Vehicle Liability Insurance as required under extant Motor Vehicles Act in respect of motor vehicles operated in India by the IEs or their Personnel or any Sub-IEs or their Personnel for the period of services.
- (b) Third Party Liability Insurance with a minimum coverage for 1.0 Million for the period of services.
- (c) Workers' Compensation Insurance in respect of the Personnel of the IE in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- (d) Professional liability insurance to cover the Employer against any loss suffered by the Employer due to the professional services provided by the IE.

#### **4.6 IE's Actions requiring Employer's prior Approval**

The IE shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are not furnished in **Annexure-9**
- (b) entering into a subcontract for the performance of any part of the Services, it being understood
  - (i) that the selection of the sub-IE and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and
  - (ii) that the IE shall remain fully liable for the performance of the Services by the sub-IE and its Personnel pursuant to this Contract;

#### **4.7 Reporting Obligations**

The IE shall submit to the Employer the reports and documents as specified in the Scope of Services and as per the provisions detailed in the concession agreement of the DBFOT project.

#### **4.8 Documents Prepared by the IE to be the Property of Employer**

All plans, drawings, specifications, designs, reports and other documents prepared by the IE in performing the Services shall become and remain the property of the Employer, and the IE shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The IE may retain a copy of such documents. The IE shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

#### **4.9 Equipment and Materials of Independent Engineer**

The IE shall have his own furnitures, ACs, Almairahs, computers etc. Employer shall not provide any furniture or equipment. The IE shall have his own supporting staff, if required. The cost for the above are deemed to have been included in the lumpsum amount quoted.

#### **4.10 Obligations of the Employer Assistance and Exemptions**

The Employer shall use its best efforts to ensure that the Government shall

- (a) provide for the IE, its key personnel with work permits and such other documents as shall be necessary to enable the IE, Sub-IE or Personnel to perform the Services on request;
- (b) issue to officials, agents and representatives of the IE all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services on request;
- (c) provide to the IE, any such other reasonable assistance as may be required time to time.

#### **4.11 Review and approval of designs and drawings submitted by Concessionaire.**

Following are the obligations of the IE as setout in the concession agreement. The IE has to comply with the same.

- 4.11.1 The Concessionaire shall promptly and in such sequence as is consistent with the Project Schedule, submit a copy each of all Designs and Drawings to the Independent Engineer.

- 4.11.2 Within 21 (Twenty one days) of the receipt of the Detailed Project Report, Designs and Drawings, the Independent Engineer shall review the same taking into account, inter-alia, comments of the Concessioning authority, if any, on such Designs and Drawings made available to the Independent Engineer, and convey its comments/observations, if any, thereon to the Concessionaire and the Concessioning authority. It will be binding on Concessionaire to modify the design & drawings as per the observations of Concessioning authority/Independent Engineer.
- 4.11.3 If the Independent Engineer has any objection to the Designs and Drawings, it shall promptly and without any undue delay notify the Concessionaire of its objections, seek clarifications or suggest changes or modifications or corrections thereto. Thereupon the Concessionaire shall provide the necessary clarifications to the Independent Engineer and the Concessioning authority and/or revise the Designs and Drawings to the extent necessary and resubmit to Independent Engineer for further review
- 4.11.4 The Independent Engineer shall give its observations and comments, if any, within 21 (twenty one) days of the receipt of such revised Designs and Drawings.
- 4.11.5 If the Independent Engineer does not object to the Designs and Drawings submitted to it by the Concessionaire within a period stipulated in above clause 4.11.2 & 4.11.4 as applicable, the Independent Engineer shall be deemed to have approved such Designs and Drawings and the Concessionaire shall be entitled to proceed with the Project accordingly.
- 4.11.6 The Concessionaire may, for more efficient functioning of the Project propose changes to the approved Designs and Drawings and specifications of any equipment consistent with all design standards applicable to the Project and the Applicable Laws. Such proposed changes can be implemented by the Concessionaire only if approved by Independent Engineer.
- 4.11.7 Within 90 (ninety) days of the Date of Commercial Operation, the Concessionaire shall furnish three copies of "as built" Designs and Drawings to be duly vetted by the Independent Engineer reflecting the Project as actually designed, engineered and constructed, including without limitation an "as built" survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project Facilities and Services. The Concessionaire shall also provide Concessioning authority the total cost of the construction of the project with break-up of the cost of each asset constructed/purchased duly certified by Statutory Auditors. The Concessionaire shall also submit for each of the asset constructed/purchased the supporting documents complete technical and financial information, which shall include all contract documents and invoices along with the technical manuals. The Statutory Auditors shall duly attest all the documents. All these shall be duly verified by the IE and provide its consent.

#### **4.12 Mode of Billing and Payment**

The payments to the IE shall be made in accordance with the Table as provided in Clause 3.11.1. The Independent Engineer shall claim the bill equally from the Concession authority and Concessionaire on monthly basis as quoted in the Financial proposal.

##### **4.12.1 Billing and payments in respect of the Services shall be made as follows:**

- a. First stage of payment shall be as per Clause 3.11.
- b. The IE shall submit monthly bills to the Port not later than 15 days after the end of each calendar month during the period of the services. The payment is as per the stages of percentage payment for the services given in the Financial Proposal.

- c. The payment for the interim running account bills (R. A. Bill) shall be made to the IE within 15 days of date of certificate of the bill by the Port. For the final bill, the payment shall be made within 45 days of certification of the bill by the Port provided that there should not be any dispute.
- d) The final payment under this clause shall be made only after completion of six months after completion certificate has been issued by the Port to the IE w.r.t release of performance security indicated in clause 2.4 of section 2 of tender document.



**SECTION 5**  
**SITE INFORMATION**

**5.1 Party's Responsibility**

The information supplied hereinafter and provided elsewhere is given in good faith but the party shall satisfy himself regarding all aspects of weather, metrological, wind, waves, tides, currents, geological and other relevant data site conditions and no claim will be entertained due to any error or deficiency on the plea that the information supplied by the Employer is erroneous or insufficient.

**5.2 Datum:**

The datum to which all levels shall be referred for the purpose of the Project is the Chart Datum (0.000) which is (+) 0.64 m below mean sea level.

**PROJECT SITE**

- 1) V O Chidambaranar Port (formerly known as Tuticorin Port) is one of the major ports of India, located at South-Eastern coast of India at latitude of 8o45'N and longitude 78o13'E.
- 2) VOCPA, one of the 12 major ports in India, is an artificial, deep water port on the East coast of India in Tuticorin.
- 3) VOCPA is one of the modern Port of India commissioned in 1974.
- 4) It is also a fast growing and efficient major port in calm waters that makes it operational throughout the year
- 5) It is located alongside of Palk Strait at the southern tip of India just 20 hours from the East-West trade route. Its location is approximately 160 km North from Kanyakumari and 129 Nautical miles from Western region connecting to international sea route.

**Temperature**

The mean daily maximum and minimum temperature were observed to be 39.8° C and 22.4° C respectively in the year 2014-15. Generally, the maximum temperature at Tuticorin ranges between 41.1° and 33.3° C, while minimum temperature varies between 21.3° to 15.3° C.

**Relative Humidity**

The average humidity ranges from nearly 79% in December to about 59% in June.

**Rain fall**

The Tuticorin area is in the rain shadow region created by the Western Ghats of the west. The average annual rainfall in the Tuticorin district is 790.2 mm. The main rainy season for the Tuticorin is from October to December. The region gets minimal rain fall during the south west monsoon. More than 70% of rainfall in the site occurs during the month of October to December.

**Wind**

The governing wind direction in India is NE and SW influenced by monsoon. Monsoonal winds occur from WNW – WSW during May to August and N – ENE during November to February in this region. Prevailing winds was high during 1966 i.e. 47 days with wind speed of 40kmph.

## **Cyclone**

Cyclone might occur during NE monsoon at Tuticorin. However, Tuticorin is not a frequent cyclone prone area. Even then on Nov 13th, 1992 at 1610 IST the port was hit directly by a cyclone with 113kmph from ESE direction. In Dec 2000, port experienced shadow effects of the cyclone that passed nearby Tuticorin. It was managed to record a maximum wave height of 3 m off Tuticorin during this cyclone.

## **Wave**

Wave information of VOCPA is observed from National Institute of Oceanography as a part of National Data buoy Program. Peak wave heights are observed during the mid of May and August of the order of 2.20m and during December of the order of 1.50m. The peak wave period is 9 s with the wave approaching from South of South East. The peak wave heights are 1.75m and 2.25m with the wave approaching from East and South respectively.

## **Currents**

North/ South current are created at the approach channel due to seasonal wind. The current direction is southwards during Dec – Mar, East – North East during May – Sep. During monsoon predominant direction is SSE (South South East) to SSW (South South West) for NE monsoon. The current magnitude ranges around 0.5 – 1.0Knot during most of the time during NE monsoon. During SW monsoon the directions vary in a wider range with magnitude of 0.5 Knots and less for most of the period.

## **Tide**

The tide range at Tuticorin relative to the Chart Datum (CD) are given below.

Lowest Low Water Level (LLWL)	:	+ 0.11 m
Mean Lower low Water Springs (MLLWS)	:	+ 0.25 m
Mean Low Water Springs (MLWS)	:	+0.29 m
Mean Low Water Neaps (MLWN)	:	+ 0.55 m
Mean Sea Level (MSL)	:	+ 0.64 m
Mean High Water Neaps (MHWN)	:	+0.71 m
Mean High Water Springs (MHWS)	:	+ 0.99 m
Highest High Water Level (MHWL)	:	+ 1.26 m

The above levels are with respect to chart datum, which is approximately the level of Lowest Astronomical Tide

**APPLICATION LETTER**  
**(On the Letter head of the Bidder)**

Date:.....

To  
The Chief Mechanical Engineer,  
V.O.Chidambaranar Port Authority,  
Tuticorin, -628 004,  
Tamilnadu, INDIA.

Sub: Appointment of Independent Engineer to facilitate smooth implementation of the project "Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis" – Reg.

Sir,

Being duly authorized to represent and act on behalf of ..... (hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are enclosing our Financial Bid in one original plus one copy, with the details as per the requirements of the Bid Document, for your evaluation.

.....

Signature  
(Authorized Signatory)

**CORPORATE INFORMATION OF BIDDER**

1. (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/or commencement of business:
  
2. Details of individual(s) who will serve as the point of contact / communication for V.O.Chidambaranar Port Authority within the company:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-mail address:
  - (g) Fax Number:
  
3. Name, designation, address and phone numbers of authorized signatory of the Bidder:
  - Name:
  - Designation:
  - Address:
  - Phone No. :
  - Fax No. :

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

1. In consideration of the Chairman representing the Board of V.O.Chidambaranar Port Authority (hereinafter 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 fulfilment 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 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 to 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 proceeding before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
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 Mechanical and Electrical Engineering Department, V.O.Chidambaranar Port Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing within three months from the date of expiry of the validity of the 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 the contractors 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.....2022.....  
for\*

\* Indicate here the Name of the Bank  
\*\*Indicate here the period or

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**FORM OF AGREEMENT**

This agreement is made on the ..... day of 2022 (Two Thousand and Twenty Two) between V.O.Chidambaranar Port Authority, an Autonomous Body constituted under the provisions of the Major Port Authorities Act, 2021, having its office at V.O.Chidambaranar Port, Tuticorin -628 004, hereinafter called the ‘Employer’ of the one part and .....(Name of the Independent Engineer) ..... mailing address of Independent Engineer herein after called ‘The Independent Engineer’ of the other part. Whereas the Employer is desirous of certain tasks be performed viz. “Appointment of Independent Engineer to facilitate smooth implementation of the project “Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis” and has accepted a proposal of the Independent Engineer as referred in the assignment NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of Proposal Document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
  - a. The proposed document for “Appointment of Independent Engineer to facilitate smooth implementation of the project “Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis”.
  - b. All amendments to the “Appointment of Independent Engineer to facilitate smooth implementation of the project “Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis” as issued by the employer prior to submission of bids, queries of Bidders, if any.
  - c. Award letter issued by the Employer vide No ..... dated ..... and all correspondence exchanged between the Employer and the Independent Engineer up to the date of award letter as specifically referred to in the said award letter.
3. In consideration of the payment to be made by the Employer to the Independent Engineer as hereinafter mentioned the Independent Engineer hereby covenants with the Employer to execute and complete the works in conformity with in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Independent Engineer in consideration of the completion of the works the Consultancy charges in the manner prescribed in the proposal document and accepted by the Independent Engineer.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

**SIGNED, SEALED AND DELIVERED: SIGNED, SEALED AND DELIVERED**

By the said by the said

Name \_\_\_\_\_ Name \_\_\_\_\_

On behalf of the V.O.Chidambaranar Port

On behalf of the IE

Authority in the Presence of :

in the Presence of :

Name \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_



**PROFORMA OF INTEGRITY PACT**

Between

The Board of V.O.Chidambaranar Port Authority hereinafter referred to as “The Principal”.

and

..... hereinafter referred to as “The Bidder /Contractor”

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for “Appointment of Independent Engineer to facilitate smooth implementation of the project “Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis” The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder/s and / or Contractor/s.

In order to achieve these goals, the Principal co-operates with the renowned international Non-Governmental Organization “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the bid process and the execution of the contract for compliance with the principal mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  1. No employee of the Principal, personally or through family members, will in connection with the bid for, or the execution of a contract demand, take a promise for or accept, for him / herself or third person, any material or immaterial benefit which he / she is not legally entitled to,
  2. The Principal will, during the bid process treat all Bidders with equity and reason. The Principal will in particular, before and during the bid process, provide to all Bidders the same information and will not provide to any Bidder confidential / to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the bidder could obtain an advantage in relation to the bid process or the contract execution.
  3. The Principal will exclude from the process all known prejudiced persons.
  4. If the Principal obtain information on the conduct of any of its employees which is a criminal offence under the relevant Anti-corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## Section 2 – Commitments of the Bidder / Contractor

The Bidder / Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.

1. The Bidder / Contractor will not, directly or through any other persons or form, promise or give to the Principal, to any of the Principal's employees involved in the bid process or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange an advantage during the bid process or the execution of the contract.
2. The Bidder / Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness.
3. The Bidder / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
5. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## Section 3 – Disqualification from bid process and exclusion from future contracts

- 1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the bid process or to terminate the contract, if already signed, for such reason.
- 2) If the Bidder / Contractor has committed a serious transgression through a violation of Section 2 such as to put reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- 3) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the execution prematurely.
- 4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the bid process prior to the award according to Section 3, the Principal is entitled to demand from the Bidder liquidated damages equivalent to 3% of the value of the offer.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand from the Contractor liquidated damages equivalent to 5% of the contract value.
3. If the Bidder / Contractor can prove that the exclusion of the Bidder from the bid process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor has to compensate only the damage in the amount proved. If the Principal can prove that the amount of the damage caused by the disqualification of the Bidder before contract award or the termination of the contract after contract award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of damages.

#### Section 5 – Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprises in India that could justify his exclusion from the bid process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the bid process or the contract, if already awarded, can be terminated for such reason.

#### Section 6 – Equal Treatment of all Bidders / Contractors / Subcontractors

1. The Bidder / Contractors undertakes to demand from all subcontractors a commitment consistent with this Integrity Pact and to submit to the Principal before contract signing.
2. The Principal will enter into agreement with identical conditions as this one will all Bidders, Contractors and subcontractors.
3. The Principal will disqualify from the bid process all Bidders who do not sign this Pact or violate its provisions.

#### Section 7 – Criminal Charges against violating Bidders / Contractor / Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractors, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitute corruption, or if the Principal has substantive suspicion in this regard, the Principal will perform the Vigilance Office.

#### Section 8 – External Independent Monitor

- (1) The Principal appoints competent and credible external independent Monitor for this Pack. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson or the Board of the Principal.
- (3) The Monitor has the right of access without restriction to all Project documentation of the Principal. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is acceptable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractors / Subcontractors with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices; or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will regularly submit a written report to the Chairperson of the Board of the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

#### Section 9 – Pact Duration

This Pact begins when both parties have legally signed it, it expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidder's 6 months after the contract been awarded.

#### Section 10 – Other Provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal.

**E- PAYMENT FORM**

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

Sir,

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

Sl No	Particulars	
1	Name of the Consultant	
2	Address of the Consultant	
3	Name of the work for which payment is made	
4	Agreement dated: Work order No.	
5	Name of the bank in which Consultant 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	Service Tax Registration No.	
12	Vat TIN No.	
13	Tax Payer Identification Number (TIN)	
14	IFSC- Code of the Bank No	

Yours Sincerely

(Signature of Consultant)

**FINANCIAL BID**

**(Price Schedule to be filled & uploaded by the bidder only in the CPP portal)**

To  
The Chief Mechanical Engineer,  
V.O.Chidambaranar Port Authority,  
Tuticorin, -628 004,  
Tamilnadu, INDIA.

Sub: Appointment of Independent Engineer to facilitate smooth implementation of the project “Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis” – Reg.

I / We have perused the entire proposal document including details of Scope of work and all other conditions and am / are willing to undertake and complete the Consultancy service/ assignment as per terms and conditions stipulated in the proposal document.

Sl. No.	Scope of work	Amount in figures& words (In Rupees)
1	Providing Independent Engineer Services for the project “Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis”. The rate is inclusive of all taxes and duties, incidentals, overheads, travelling expenses, boarding & lodging, stationery, expenditure related to presentation to be made during the execution, sundries, all other items involving expenditure for execution of this assignment covering scope as stipulated in the Terms of Reference, tender document and as detailed in the Concession Agreement of DBFOT project	
2	GST(Rate in percentage and amount)	
	Total Amount	

Rupees.....  
.....)

I/We agreed to accept the payment schedules as given below

**Stages of payment for the services are as under:**

<b>Sl. No.</b>	<b>Description of services</b>	<b>Percentage payment of total quoted amount (Contract Price)</b>
a)	Review and approval of DPR	10%
b)	Review of Designs and Drawings, construction methodology, quality assurance procedures, procurement, engineering and construction time schedule submitted by the concessionaire	5% (payable on completion of this Item b)
c)	Review and recommendation of the Operation and Maintenance Plan prepared by the Concessionaire	5%
d)	Verification of the documents on manufacturer and delivery of Material handling equipment(s) as submitted by concessionaire	5%
e)	Pro-rata monthly payment for the services as per TOR for total 24+6 <b>months</b>	55% (Divided in 30 (24+6) equal installments)
f)	Issue of provisional Completion Certificate for the whole project by the IE to the Concessionaire	10%
g)	Completion of work and issue of Completion Certificate by the V.O.Chidambaranar Port Authority to the IE.	10%
h)	Reference to e-payment	

**NOTE:**

- (i) All the payment under this contract will be made only in Indian Rupees. The fees/price may be quoted in Indian Rupees only. The IE shall be paid for the services rendered as per the TOR as per payment schedule given above.

per payment schedule given above.

- (ii) In case of extension, for the reasons not attributable to the Independent Engineer, and foreclosure, pro-rata addition or deduction shall be done based on pro-rata

monthly payment be quoted in Indian Rupees only. Signature

\_\_\_\_\_

Name \_\_\_\_\_

Designation\_\_\_\_\_

For and on behalf of\_\_\_\_\_

Address\_\_\_\_\_

Seal

Witness:

Signature \_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING**  
**(IN CASE OF CONSORTIUM)**

**(To be executed on Non-judicial Stamp Paper of proper value)**

Know all men by these presents that we, -----  
----- and ----- (persons and Companies name) (herein after collectively referred to "the consortium / Joint venture") for execution of tender. Whereas the V.O.Chidambaranar Port Authority (herein after referred to as "theEmployer") has invited tenders from the interested parties for ----- (hereinafter referred to as "the contract").

Whereas the members of the consortium / joint venture are interested in bidding of the work of ----- in accordance with the terms and conditions of the tender.

This Joint Venture agreement is executed to undertake the work and role and responsibility of the firms are----- (role and responsibilities of each firm for administrative arrangement for management and execution of contract) and ----- (name of the person) of (name of the firm) and (name of the person) and ----- (name of the firm) are the authorized representative of respective firms.

As whereas it is necessary under the tender conditions for the member of the consortium / joint venture to appoint and authorize one of them as Lead firm to do all acts, deeds and things in connection with the aforesaid tender.

We hereby nominate and authorize ----- as our constituted attorney in our name and on our behalf of do or execute all or any of the acts or things in connection with the execution of this Tender and thereafter to do all facts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given.

In witness hereof we have signed this deed on this the ----- day of -----

SIGNED SEALED & DELEVERED  
DELEVERED

SIGNEDSEALED&

By with named-----

By with named-----

-----through its

----- through its

duly constituted attorneys

duly constituted attorneys

----- in the presence of

----- in the presence of

**(THIS CV SHOULD BE TYPED IN BIDDER'S LETTER HEAD)**

**Curriculum Vitae (CV) of Key Personnel**

Proposed Position :

Name of Personnel :

Date of Birth :

Nationality :

Educational Qualifications : (please refer Note 3 &4)

Total Experience in years :

Experience relevant to the proposed position :

Employment Record:

(Starting with present position, list in reverse order every employment

held.)List of projects on which the Personnel has worked :

(i) Name of project(including project cost) :

(ii) Description of responsibilities :

Details of the current assignment and the time duration for which services are required for the current assignment :

Estimated period of engagement in carrying out this project :

**1 Certification:**

1. I, the undersigned, certify that, my qualifications and my experience fully satisfy the essential experience criteria for my proposed position for this assignment.
2. I am willing to work on the Project and I will be available for entire durationof the Project assignment as required.
3. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorised signatory of the Bidder)

**Notes:**

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.
3. Attach notarized / attested copy of the professional qualification certificate for each key personnel.

If the notarized / attested copy of professional qualification certificate is notfurnished, such key person will not be considered for evaluation.

**TERMS OF REFERENCE (TOR)**  
**FOR "SERVICES AS AN INDEPENDENT ENGINEER"**

**I. Project Information:-**

1. V.O.CHIDAMBARANAR PORT AUTHORITY has issued Letter of Award to the successful Bidder (the “Concessionaire”) on 23.02.2024 and signed the Concession Agreement on 02.07.2024 for Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis for the Concession period of 30 years. The selected Concessionaire shall take over the demarcated concession premises and construct new structures, develop roads within the berth and associated requirements etc. within 24 months from the date of Concession (construction phase). The Concessionaire is also responsible for deployment of handling equipment and makes berth fully operational by the end of the stipulated 24 months as per concession Agreement. The Concessionaire shall operate these facilities for a period of 30 years from the date of Concession and then transfer these assets to the Concessions authority as per terms of Concession agreement.

The role of the Independent Engineer (IE) shall be effective during the construction phase of the DBFOT concession. The IE shall perform his duties in accordance with the Terms of Reference(TOR) detailed hereunder and in addition shall be bound by the responsibilities detailed in the Concession Agreement of the DBFOT project “*Mechanization of North Cargo Berth-III (NCB-III) for Handling Dry Bulk Cargo at V.O.Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) Basis for a period of 30 years*”. The scope of assignment shall be limited to review of the designs as proposed by Concessionaire and ensure adherence to the objectives of the project as agreed between the Concessionaire and Concessions authority. The IE may propose changes/improvements to the design. The acceptance of changes proposed is subject to agreement between Concessionaire and Concessions authority without compromising the basis philosophy of the scheme and project schedule. The TOR detailed below are inclusive but not limited.

**1.1 Objectives of assignment:**

The IE is expected to play a positive role and act independently in discharging its functions thereby facilitating the smooth implementation of the project. The aim of this consultancy service is to provide qualitative technical services for implementation and management of the above said DBFOT project during its construction phase. The objectives of the proposed consultancy services are:

- (i) Independently review, monitor and where required by the Concession Agreement to approve activities associated with the design, construction and operations and

maintenance of the Project Facilities and Services to ensure compliance by the Concessionaire with the Project Plan.

- (ii) Visit, inspect, and report to Concessioneing authority on various aspects of the Project and all such activities as are provided in the Concession Agreement. Without prejudice to this, the scope of services of the Independent Engineer shall be as specified in Para 2 to 4.
- (iii) The Independent Engineer shall have no authority to relieve the Concessionaire of any of its duties or to impose additional obligations other than those expressly provided in the Concession Agreement.

## 1.2 **Article 5.1 (a)**

The Independent Engineer shall be selected through a tender process. The Concessioneing Authority shall in the procurement documents published by it, set out in reasonable detail the scope of work as indicated in following Para 2.0 (Appendix- 7 of Concession Agreement) and shortlist bidders based on their technical capability. The Concessioneing Authority shall within 30 (thirty) Days of the date of this Agreement forward to the Concessionaire a list consisting of the names accompanied by their respective profile in brief of Persons so shortlisted. If within 15 (fifteen) Days of forwarding the list, the Concessioneing Authority does not receive any objection from the Concessionaire with reasons therefor, the Concessioneing Authority shall call for a financial bid from the shortlisted Persons and select the Independent Engineer ordinarily based on the lowest fee quote. Any objection raised by the Concessionaire shall be considered by the Concessioneing Authority and Persons against whom such objections are raised will at the discretion of the Concessioneing Authority, which discretion shall be used with the highest degree of prudence and fairness, be disqualified prior to seeking a financial bid. The decision of the Concessioneing Authority shall be final in this regard.

## 2.0 **Scope of services of Independent Engineer:**

The scope of services to be provided by IE is listed below. In addition the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the agreement. The scope of Independent Engineer shall include review and approval of DPR, review of design and drawings, notification of objection thereto, inspection of Construction Works and Tests to be carried out, notification of shortfalls if any, issue of completion certificate for seeking of approval from collector of customs for the purpose of operationalising the facilities and services and shall include the manner and timeliness of the reports of the Independent Engineer to be submitted while performing the services within the scope of work.

## 2.1 **Definitions and interpretation**

2.1(a) The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement

2.1(b) References to Articles, Clauses and Appendix in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Appendix of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.1(c) The rules of interpretation stated in Clauses 1.3, 1.4 and 1.5 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

### **3.0 Role and functions of the Independent Engineer**

3.1 The role and functions of the Independent Engineer shall include the following:

- a. review of the Drawings and Documents as set forth in Paragraph 4;
- b. review, inspection and monitoring of Construction Works as set forth in Paragraph 5;
- c. conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 5;
- d. review, inspection and monitoring of operation and maintenance as set forth in Paragraph 6;
- e. review, inspection and monitoring of Concessionaire's obligations in Clause 18.2 and as set forth in Paragraph 7;
- f. determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;

### **1. Development Period**

4.1 During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to the Concessioneing Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and specifications and standards.

4.2 The Independent Engineer shall review any modified Drawings or supporting documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.

4.3 The Independent Engineer shall review the Drawings in accordance with Appendix-6 and furnish its comments thereon to the Concessioneing Authority and the Concessionaire within 7 (seven) days of receiving such Drawings.

4.4 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.

4.5 Upon reference by the Concessioneing Authority, the Independent Engineer shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project, and furnish its comments within 7 (seven) days from receipt of such reference from the Concessioneing Authority.

## **2. Construction Period**

5.1 In respect of the Drawings, Documents received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.

5.2 The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Concessioneing Authority and the Concessionaire within 7 (seven) days of receipt of such report.

5.3 The Independent Engineer shall inspect the Construction Works once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20<sup>th</sup> (twentieth) day of each month in any case, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the specifications and standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project. The Independent Engineer shall send a copy of its Inspection Report to the Concessioneing Authority and the Concessionaire within 7 (seven) days of the inspection.

5.4 The Independent Engineer may inspect the project more than once in a month if any lapses, defects or deficiencies require such inspections.

5.5 For determining that the Construction Works conform to specifications and standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good

Industry Practice for quality assurance. For purposes of this Paragraph 5.5, the tests specified in the relevant Manuals specified by the Concessions Authority in relation to structures, buildings and equipment (the “Quality Control Manuals”) or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.

5.6 The sample size of the tests, to be specified by the Independent Engineer under paragraph 5.5, shall comprise 10% of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% for certain categories or types of tests.

5.7 The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.

5.8 In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the specifications and standards, and the provisions of this Paragraph 5 shall apply to such tests.

5.9 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which COD shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Concessions Authority and the Concessionaire forthwith.

5.10 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Concessions Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.



5.11 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Concessioneing Authority forthwith, recommending whether or not such suspension may be revoked by the Concessioneing Authority.

5.12 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Concessioneing Authority and the Concessionaire of the same.

5.13 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in this Appendix-7 of Concession Agreement and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Clause 6.7 and this Appendix-7.

5.14 Upon reference from the Concessioneing Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Clause 6.8 and certify the reasonableness of such costs for payment by the Concessioneing Authority to the Concessionaire.

5.15 The Independent Engineer shall aid and advise the Concessionaire in preparing the maintenance manual.

### **3. Operation Period**

6.1 In respect of the Drawings, Documents and Safety Standards received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.

6.2 The Independent Engineer shall review the monthly report on cargo traffic, unit gross output/discharge rates at berth, daily output rated per vessel, Tariff earned and collected in respect of Project Facilities and Services furnished by the Concessionaire and send its comments thereon to the Concessioneing Authority and the Concessionaire within 7 (seven) days of receipt of such report.

6.3 The Independent Engineer shall inspect the Project, once every year, before the 20<sup>th</sup> (twentieth) day of any month, and make out an operation and maintenance inspection report setting forth an overview of the status, quality and safety of operation and maintenance including its conformity with the key performance indicators, maintenance requirements and Safety

Standards. In a separate section of the operation and maintenance inspection report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in operation and maintenance of the Project. The Independent Engineer shall send a copy of its operation and maintenance inspection report to the Concessions Authority and the Concessionaire within 7 (seven) days of the inspection.

6.4 The Independent Engineer may inspect the Project more than once in a year, if any lapses, defects or deficiencies require such inspections.

6.5 The Independent Engineer shall in its operation and maintenance inspection report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Project is in conformity with the maintenance requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.

6.6 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the damages, if any, payable by the Concessionaire to the Concessions Authority for such delay.

#### **4. Termination**

7.1 At any time, not earlier than 90 (ninety) days prior to termination but not later than 15 (fifteen) days prior to such termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project for determining compliance by the Concessionaire with the requirements set forth in Clause 18.2 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance.

#### **5. Determination of costs and time**

8.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

8.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

#### **6. Assistance in Dispute resolution**

9.1. When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.

9.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

## **7. Other duties and functions**

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

## **8. Miscellaneous**

The Independent Engineer shall notify its programme of inspection to the Concessions Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.

11.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Concessions Authority forthwith.

11.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in 2 (two) copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send 1 (one) of the copies to the Concessions Authority along with its comments thereon.

11.4 The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

11.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Concessions Authority or such other person as the Concessions Authority may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in their editable digital format or in such other medium or manner as may be acceptable to the Concessions Authority.

11.6 Wherever no period has been specified for delivery of services by the Independent Engineer, the Independent Engineer shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.

## APPENDIX 2 of Concession Agreement

## PORT'S ASSETS

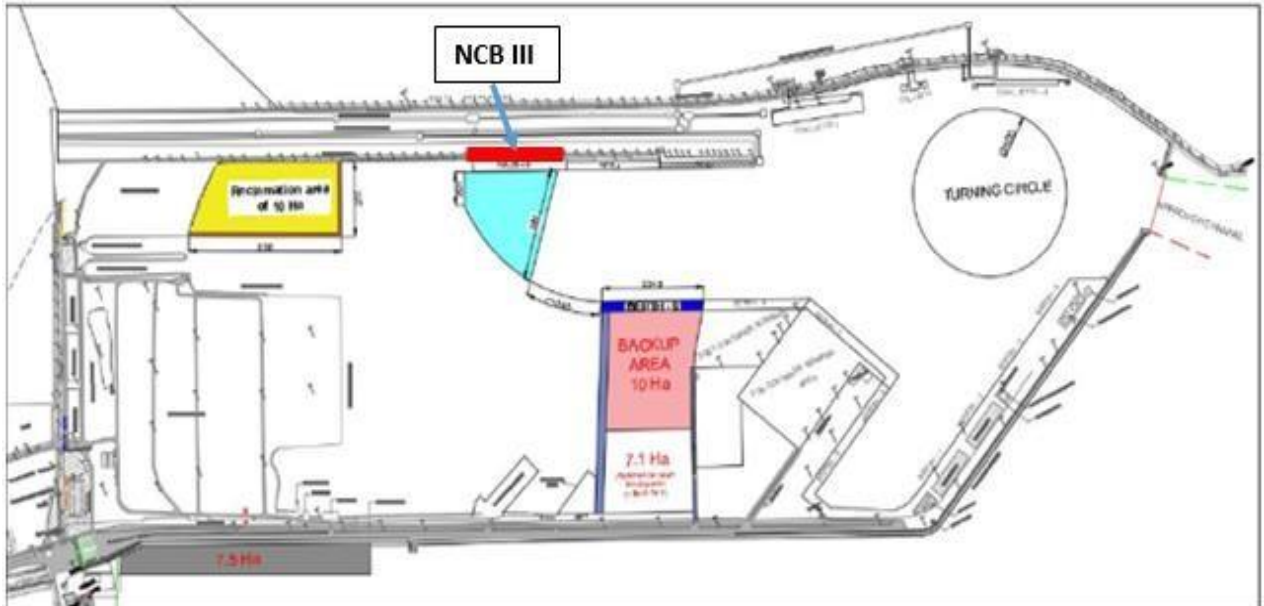
## Port assets/ Area to be handed over

Sl. No	Description of area handed over	Area in Sqm
1	Jetty area 306m x 22.90m	7,007
2	Backup area to the berth 300.20m x 13.70m	4,113
3	Stackyard at Hare Island	1,26,000
4	Conveyor Corridor inside custom bond area 1020m x 4.5m	4590
5	Conveyor Corridor outside custom bond area 4055m x 4.5m	18,248

**Note:**

- i. When the number or measurement in the above statement are compared with drawings and if any difference is found, the written matter in words or figures shall prevail. In case the difference is observed between the measurement in words and figures the measurement as given in words shall prevail. In case any dispute arises between Concessioning Authority and Concessionaire on any measurement, the actual measurement shall be carried out jointly by the Concessionaire and Concessioning Authority and the findings shall prevail.
- ii. The licensed premises to be handed over to the Concessionaire will be jointly surveyed by the representatives of the Concessioning Authority.

The layout of VOCPA is presented below showing the location of NCB III (Red Colour mark).



**APPENDIX 4 OF CA  
PROJECT REQUIREMENTS**

**Project Facilities and Services:**

The Concessionaire shall prepare the development scheme for the project and get it approved by the port. All care shall be taken by the Concessionaire during the construction phase to the safety of men & material. The electrical cables, water pipelines shall not be damaged while developing the facilities. The damage so caused shall be rectified and made good by the Concessionaire at his cost. Concessionaire has to construct his own car park area, amenity buildings, like time office, changing/locker rooms, canteen, etc. within the licensed premises after approval of the port. A security fence may be installed along the perimeter of the terminal after discussion with the port taking into consideration the safety and smooth flow of traffic.

1. The concessionaire has to execute the following works:
  - i) Design, Supply, installation, operation and maintenance of 2 nos of Shore Unloader at NCB III Berth.
  - ii) Design, Supply, installation, operation and maintenance of open type conveyor system (with hood covering only) from NCB III Berth to Stack yard at Hare Island
  - iii) Development of open type Stack yard at Hare Island
2. The Concessionaire has to handle only the following dry bulk cargoes:
  - i) Coal / Coke
  - ii) Limestone
  - iii) Gypsum
  - iv) Rock Phosphate
  - v) Copper Concentrate
3. The NCB III berth has been already constructed by the Port for a length of 306 m and width 22.90m. The berth is designed to handle 95,000 DWT vessels. The Concessioning Authority shall hand over the Project site / Assets as set out in Appendix 2 to the concessionaire for the project for a period of 30 years” after entering into Concession Agreement.
4. The Concessioning Authority shall deepen the basin in front of NCB III/ within dredge boundary of NCB III, to (-)15.10 m CD.
5. The concessionaire may be permitted to further deepen the basin to the required depth at their own cost and risk after obtaining the approval of the Concessioning Authority. The Concessioning Authority is having full rights to accept or reject the request of the concessionaire.

6. Further, Port is having full rights in maneuvering the vessels, Geotechnical investigation, bathymetry survey etc., in the basin in front of NCB III.
7. Concessionaire shall provide following suitable handling equipments in the terminal.
  - I. The concessionaire has to install two Rail Mounted Quay Gantry cranes of not less than 4000 TPH (2000TPH x 2 Un-loaders) with built-in chute and all joints forming edges will be ledged. The cargo unloaded will be conveyed to the Stack yards by a suitably designed Conveyor System (4000TPH). The output of unloaders/conveyors shall be 47,040 TPD. The concessionaire has to install the crane rail required for installation of two Rail Mounted Quay Gantry crane and storm anchor etc., by dismantling the existing concrete at the berth wherever required.
8. The number and capacity of equipments proposed above are minimum, the concessionaire shall provide additional equipments /facilities at the cost of the concessionaires so as to achieve the desired capacity, with the approval of the Concessioning authority. The concessionaire may make necessary design for installing the equipments.

## **9. Stackyard**

- a. The proposed stackyard area is located far from berth NCB-III at Hare Island area. The concessionaire has to develop stackyard for an area of about 1,26,000 s.q.m. The Concessionaire has to construct Boundary wall around the Stack Yard area. The bidder may inspect the berth, stack yard site and conveyor alignment location for assessing the actual site conditions.
- b. One stacker with boom length of 42 m shall be installed in the stackyard. Yard conveyors transfer the cargo to the Stacker. The stackers shall prepare stockpiles having 40 m wide and 10 m in height. Stacker shall have stacking capacity of 4,000 TPH.
- c. The storage area may be open to the elements with an effective system of pollution control and fire fighting measures.
- d. The Stack Yards will be illuminated by High Mast Lights to provide the required illumination levels. Sprinklers will be installed not only to control dust pollution but also to guard against self-ignition.
- e. Basic fire-fighting arrangements consisting of fire hydrants and fire pump will be provided for immediate fire control as the location is far away from the main port.
- f. The Concessionaire shall make proper arrangements for drainage of the yards to be developed taking into consideration the present requirements for storage facilities. The drainage facility shall be so finalized/designed and constructed by the Concessionaire at its cost such that there is no stagnation of water within Stack yard and catchments area of the drainage facilities.

## **10. Civil Works:**

All civil works relating to piling for the conveyor, trestles, gallery supports for conveyors across the sea, conveyor galleries, transfer houses, drive houses, equipment tracks for the unloading equipment at stack yard, and stacking equipment, operational, administrative and welfare buildings and amenities, peripheral roads, Boundary wall around Stack yard, drainage and water supply, etc, shall be constructed by the Concessionaire subject to the prior written approval of the Concessioneing Authority

**11. Support Facilities :-**

The traffic management plan within and to the terminal shall be fine tuned in consultation with VOCPA after taking into consideration minimum disturbance to traffic to and from other adjacent terminals.

**12. Computer Communication:-**

The Concessionaire shall install a computer system with adequate number of terminals for planning, including but not limited to, import, delivery, generation of reports, provision of information to Concessioneing Authority etc. Information about the movement of cargo should be fed to the computer immediately through walkie talkie or other suitable medium. The Concessionaire has to provide the direct access to their online system / servers for the Concessioneing Authority to verify the details of operations and Gross revenue collected.

**13. Electrification:**

**i. General:**

NCB III berth and the material handling system requires power round the clock for smooth operation of material unloading, transportation upto the stackyard by conveyor belts. In addition to this, power is required for lighting, fire pumps, jockey pumps, warning system e.g. sirens and PA system, battery charging, welding etc. All arrangements and installations for this shall be undertaken by the Concessionaire.

**ii. Power supply to the facilities:**

a. 22KV supply shall be taken by the Concessionaire from the port's existing arrangement. This shall be further stepped down to 6.6 KV and 0.433 KV by using suitable transformers. To maintain power factor from 0.85 to 0.9 capacitor banks of suitable size shall be used. Voltage drop and frequency variation shall be maintained within permissible limit of  $\pm 5\%$ . A suitable substation has to be built by the Concessionaire.

b. In addition to the conveyors, power supply to the unloaders is also required. The total required at 0.85 pf shall be 6250 KVA (5312 KW). To meet these load requirements, 8MVA, 22KV/3.45 KV. Dynll ONAN Transformer or higher specification shall be provided

c. The Concessionaire shall have to erect necessary Sub-Station and associated distribution- installations and works for meeting the power requirement of proposed equipments. The Concessionaire shall provide power supply to the



lighting System from their own distribution system on award of the license. The Illumination level should be maintained as per the requirements of Dock safety Regulations.

d. The 22KV H.T. Power Supply required for the facility will be extended from the Red Gate. However, Concessionaire shall make his own arrangements for tapping 22KV power Supply from the port S.S. and also arrangements for incoming outgoing panels Breakers with protective systems, Transformers with auto online Tap-Changers for voltage regulations, Suitable Capacitor Banks with auto switching Units for Power Factor improvement and etc., to match the existing System. Since it is coming under the Indian Electricity rules, all the Electrical installations shall be certified by the Central Electricity Authority before energizing.

e. The Concessionaire shall indicate in his offer the Maximum power to be availed from VOCPA sub- Station in Phased manner for operating the Terminal to obtain appropriate approval from TANGEDCO/TNEB for MD increase in Contract Demand. All charges from application filing to obtaining approval from TANGEDCO for increase in Contract Demand shall be borne by the Concessionaire. All the related charges and deposits paid by VOCPA to TANGEDCO for availing power supply from TANGEDCO as per current contract demand shall be paid to VOCPA by the Concessionaire.

#### **14. Water:-**

Port is receiving water supply from Tamilnadu water and Drainage Board 3 MGD and 1MGD schemes at an average of 5000 KL per day. Though adequate supply is received, in view of shortage of supply during summer period the supply of water to ships is not resorted to. Water supply for project facilities and services shall be made available **subject to availability**. Water for fire fighting purposes of the terminal shall be drawn from sea.

#### **15. Firefighting requirements:-**

- a. The Concessionaire shall plan and provide for adequate firefighting equipment, fire hydrants etc. at the berths and in the stack yard area, keeping in view the need for maximizing dock safety and compliance with the prescribed regulations subject to the scale as stipulated by OISD guidelines or in compliance with applicable latest international codes/practices.
- b. The Concessionaire may, at its own cost, expenses and charges, install any communication link with the Concessioning Authority's fire station. Mobile fire tenders of the Concessioning Authority may also assist the Concessionaire in the event of a fire in the Licensed Premises at the Concessionaire's cost, charges and expenses. However, the Concessionaire agrees and undertakes to make suitable and adequate arrangements for firefighting in the Licensed Premises including mobile fire tenders which should be available for dealing with any emergency in the Concessioning

Authority's area as well. The Concessionaire agrees and undertakes to make provision of firefighting equipments in the Licensed Premises in addition to the equipments and the facilities of the Concessioneing Authority required if any.

**16. Approach Road to NCB-III**

The approach Road to NCB-III is running behind NCB-I, II & III from Yellow gate. This approach is a common user facility for NCB-I, NCB-II & NCB-III. Approach road will be developed by the Concessioneing Authority up to stack yard from the existing available Hare Island road.

**17. Bunkering and Fuel Supply:**

The Concessionaire shall make their own arrangements for bunkering & fuel supply.

**18. Security Arrangements:**

The security of the port is vested with Central Industrial Security Force (CISF). The Concessionaire shall abide by the security regulations/procedures as stipulated by the Concessioneing Authority from time to time. However, the Concessionaire shall make his own arrangements for security in their terminal at his own cost.

**19. Security (Under ISPS Code) :**

- a. The International Ship and Port Facility Security Code (ISPS) has been under implementation from July,2004 and, India being a signatory to the IMO Resolution on this adoption of the Code, it is imperative that all Terminal Operators in VOCPA conforms to the requirements of the Code. The Terminal will be termed as one of the port facility of VOCPA wherein Deputy Conservator is the Port facility security officer. The **Concessionaire/** operator is required to identify one of their officers as Deputy Port Facility Security Officer of that Terminal, who will be reporting to the Deputy Conservator directly for adoption and compliance of the Code.
- b. The additional security cost involved in providing any infrastructure in the area allotted to the Concessionaire (as required under the ISPS Code) shall be borne by the Concessionaire. Whenever additional Code on Port security is approved by the Indian Government, the Concessionaire will be required to comply with such code at his cost, such as installation of equipments, etc.

**20. Compliance** with environmental laws including obtaining and keeping in force throughout the concession period all required statutory clearances during the construction, operation and maintenance phases of the project shall be the scope of the Concessionaire. Port shall obtain necessary Environmental Clearance for the berth. Obtaining Consent To Establish (CTE) and Consent To Operate (CTO) is the responsibility of the Concessionaire.

**21. Planning, design, construction, operation and maintenance** of all developmental works shall comply to the relevant Indian Standards and in the absence of Indian Standards,

relevant International Standards shall be complied with. Safety precautions as per statutory requirements and IMO guidelines shall also be complied with.

22. The Concessionaire shall ensure compliance to Quality (ISO), Environmental (EMS), Occupational Health Safety and ISPS Codes.
23. Operation and maintenance of the facilities proposed throughout the concession period including attending to repairs and replacements of the infrastructure/facilities as may be needed during the concession period and handing over of the entire Project facilities and equipment at the end of the concession period or earlier, if so occasioned to the Concessioning authority in satisfactory working condition in order to operate the project facilities and services without any discontinuation of operation and to meet out the Performance standard as defined in Draft Concession Agreement (DCA).
24. The personnel and other related facilities should be capable of handling at least **6.96 million tons of cargo** in accordance with the Performance Standards set out in Appendix 14 of Draft Concession Agreement.