

**V.O.CHIDAMBARANAR PORT AUTHORITY
TUTICORIN**



**TENDER DOCUMENT
FOR**

**DREDGING THE DOCK BASIN IN FRONT OF NORTH
CARGO BERTH III TO (-)15.10M FOR HANDLING OF
VESSELS UP TO 14.20M DRAUGHT AT
V.O.CHIDAMBARANAR PORT**

**BID – I
[TECHNICAL BID]**



JULY 2023

V.O.CHIDAMBARANAR PORT AUTHORITY

TUTICORIN- 628 004

Dredging the dock basin in front of North Cargo Berth III to (-)15.10m for handling of vessels up to 14.20m draught at V.O.Chidambaranar Port

VOLUME – I

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V.O.CHIDAMBARANAR PORT AUTHORITY
(CIVIL ENGINEERING DEPARTMENT)
NOTICE INVITING TENDER
(Only through E-Tendering Mode)

VOCPA E-Tendering Website : <https://etenders.gov.in/eprocure/app>

Tender No. E(C) / F.59 / PD/ NCB III Dredging /E 3845/2023/D. 1944 Date: 30.06.2023

V.O.Chidambaranar Port is a fast growing sea Port situated on the South East coast of India adjoining the Gulf of Mannar at 8°47' 30" N, and 78°12' 15" E. The Port handled 38.04 Million Tonnes of Cargoes during the year 2022-23. Tuticorin is strategically located and is close to International main line shipping Sea route connecting far East with the Western region. The Port is in process of development Of North Cargo Berth III (NCB III) as a deep draught bulk berth. The berth has been constructed with a size of 306m x 22.90m. The existing depth available in front of the basin of NCB III varies from (-) 5m to (-) 6m. Hence, dredging in front of NCB III needs to be carried out to (-)15.10m CD to handle Vessels up to 14.20m draught.

V.O.Chidambaranar Port invites tenders (Online tenders) in "Two bid system" from interested, reputed, well experienced Dredging Companies having necessary dredging and other ancillary equipments for carrying out this dredging work.

Name of work	Dredging the dock basin in front of North Cargo Berth III to (-)15.10m for handling of vessels up to 14.20m draught at V.O.Chidambaranar Port
Estimated value of work put to tender (in Indian Rupees)	Rs.109.14 Crs
Period of contract including mobilization and demobilization	7 months (Seven Months)
Downloading of Tender from VOCPA online e-tendering website	01.07.2023 to 22.07.2023
Last date and time for submission of Tender through online	22.07.2023 upto 15 00 hours (IST)
Online Technical Bid opening date and time	24.07.2023 at 10:30 hours (IST)
Earnest Money Deposit (EMD)	Rs. 1,34,14,000/- (Rupees One Crore Thirty Four Lakhs and Fourteen Thousand Only). Mode of payment as under: <ul style="list-style-type: none">• Rs.25,00,000 (Rupees twenty five lakhs)

	<p>shall be paid in the form of RTGS/NEFT through CPP Portal as per cl 10.1 (section II) of Tender document.</p> <ul style="list-style-type: none"> • Rs.1,09,14,000/- (Rupees One Crore Nine Lakhs and Fourteen Thousand Only) in the form of Bank Guarantee in prescribed Performa attached along with Tender Document as per cl 10.1 (section II) of Tender document.
Validity of offer	180 days from the last date fixed for receiving the tender.

Note: No Pre-bid meeting will be held.

1. Salient Features of the works:

- * Approximate quantity of silt, Sand and Rock to be dredged in the basin : 0.580 Million Cu.m (Dredging Layout enclosed as Annexure II to IV of Tender document)
- * Disposal of the dredged material : North of Cooling water channel (Reclamation Layout enclosed as Annexure V of Tender document)

2. Pre-Qualification criteria:

(A) Work Experience

The Tenderer shall have successfully completed Dredging works during the last 7 years (1st April 2016 to 31st March, 2023) in either of the following:

- (a) Three similar works – each work not less than Indian Rs.43.66 Crores or 232 Million Cu.m.
(OR)
- (b) Two similar works - each work not less than Indian Rs.54.57 Crores or 0.290 Million Cu.m.
(OR)
- (c) One similar work - each work not less than Indian Rs.87.31 Crores or 0.464 Million Cu.m.

Note:

- (i) Similar works means Marine Dredging works comprising of dredging of Silt, Sand, Weathered rock and hard rock.
- (ii) Apart from above pre-qualification criteria, Bidder should also have experience of rock dredging of at least 58,000 Cu.m under the project.

(B) Financial Position

The minimum average annual turnover of the tenderer for the past three financial years (i.e) 2019-20, 2020-21 and 2021-22 ending 31st March of the last financial year should be at least **Rs.32.74 Crores.**

In case the bidder does not meet the requirements of above (Both Work Experience & Financial Position) himself, bidder may utilize the experience of their parent company provided that the bidder is subsidiary of the parent company (Parent company that shall have the controlling stake more than 50% in the subsidiary company) and the parent company provides an undertaking that they are jointly or severally responsible for successful Performance of Contract.

(C) Dredgers:- The tenderer shall deploy minimum 1 No (one number) Cutter Suction Dredger (C.S.D) having minimum cutter power of 3000 KW and the cutter suction dredger shall be own or hire. The details of arranging the dredger for the work with “Irrevocable Letter of Authority” from the owner to be produced by the bidder to the effect that the dredger so chartered / hired shall not be withdrawn till completion of the work.

First preference will be granted to the dredgers built in India under Make in India concept availing subsidy as stipulated under Cl. 84 of Section II.

The Port Authority has assessed the average daily output of **7,000 Cubic Meters** for deployment of Heavy Duty CSD to complete the work within the specified period of 7 (seven) months including pre-dredge survey, Mobilization, dredging activity, post-dredge survey and demobilization.

Following indicative plant & equipment also could be required.

Ancillary equipment's:- The intending tenderers should own or hire the equipments. If equipment is on hire, proof of availability of the plant and equipment on lease / charter for the entire duration of the work at short notice specifically for this project shall also be attached. It will be incumbent on the intending tenderers to describe fully the equipment and plant which they propose to utilize for completing the work within the prescribed period. The choice of technology and plant and equipment proposed to be deployed will be left to the choice of the intending tenderers, subject to satisfying the Port Authority and the adequacy of the proposed technology and plant & equipment. Following indicative plant & equipment could be required.

- i. Sufficient length of Floating / Submersible pipelines with and without ball joints 800 mm to 900 mm diameter (The average distance between the dredging area and reclamation area is 1km (approx)).
- ii. Supporting vessels required to complete the project.
- iii. Survey Vessels etc.

In case the dredging firm does not own the dredger and plan to execute the dredging work by other modes of arranging the dredger by wet leasing, hiring etc., the above firm has to pay additional security deposit of 5% of the project cost, in addition to the security deposit indicated in the tender which will be returned without interest after satisfactory completion of dredging work, in case the firm gets the contract. In addition to above, the details of arranging the dredgers for the work with “Irrevocable Letter of Authority” from the owner to be produced by the bidder to the effect that the dredger so chartered/hired shall not be withdrawn till completion of the work.

The tender document is open to firms / companies / voluntarily formed Joint Ventures / Consortia meeting all the pre-qualification criteria as stipulated hereinabove.

In case of Joint Venture / Consortium, criteria fulfilled collectively by the associated groups can only submit the bids and must be a member of Joint Venture / Consortium. The **lead member of the JV / Consortium** must have completed atleast one **Dredging work** not less than **0.232 Million Cu.m.**, quantity or value not less than Indian **Rs.43.66 Crores**.

The average annual turnover of only those members of the JV / Consortium should be aggregated who meet such experience criteria. These shall be legally binding agreement clearly stipulating the responsibilities and liabilities of the members of the JV / Consortium.

If any bidder has completed the work with JV prior to submission of bid, the bidder has to submit the JV agreement sharing percentage of sharing pattern with attested by Notary. Accordingly, proportionate value of work will be considered for evaluation.

No. of Joint Venture partners would be limited to three (including the lead partner) with at least 26% equity holding by each member in case of a JV / Consortium.

3. The evaluation will be done only based on the information, evidence documents, records particular furnished by the tenderers and hence the tenderers are requested to furnish adequate, relevant information along with requisite documentary evidences and without any omission. However, Port reserves the right to seek any clarifications / documents in support of experience claimed by the bidders.
4. If any information furnished by the tenderer is found to be concealed or false at a later stage, the contract will be terminated forthwith without prejudice to the rights thereon, consequent on termination and the contractor will be banned to participate in further VOC Port tenders for three years period.
5. Criteria regarding satisfactory performance of works, personnel, establishment, etc., shall also be uploaded according to the requirement of the project in the relevant formats given in the Tender Document (Technical Bid).
6. The tender documents and other relevant documents are required to be submitted only through e-tender mode offered in the website <https://etenders.gov.in/eprocure/app>. **The tenderer while uploading their documents shall also upload the undertaking as Annexure-I instead of uploading of signed tender documents failing which, the bids will not be considered for evaluation.**
7. The E-Tender submitted by the firm will not be considered who had litigation against the interest and causing disturbance to the development activity of the VOCPA, questioning the Authority of the Port or blacklisted contractors, If such tenderers submit the tender document, the same will not be considered.
8. The tenders shall be accompanied by EMD as specified in the table above. The tender will not be considered without EMD. EMD payment shall be made by the bidders as per Cl. 10.1, Section-II of the Tender document.

9. Tenders which are in any way incomplete will not be considered. The Port reserves the right to waive any formality thereof or to reject any or all the tenders without assigning any reasons.
10. Port shall not be responsible if for any technical reason the bidder is not able to upload the documents or the cost of document / EMD though debited in bidder account but not credited to VOC Port account within the due date of submission.
11. Only bidder whose EMD received in the bank account of VOCPA (The bidder may attach the EMD paid receipt along with tender documents) and Bank Guarantee details uploaded shall be considered and other on whatsoever reason if not received, such bidder shall be considered as disqualified under EMD criteria.
12. The bidder shall quote Idle Time Charges in Rs per hour towards Idle Time Charges beyond 4 hours for CSD only in the format Annexure - 1 given as under Preamble. The same shall be uploaded as pdf file in the Finance bid (price bid) attachment. The dredging rate, Mobilization and De-Mobilization shall be quoted in the BoQ and uploaded as price bid in .xls format.
13. For further details and for issue of the tender document, interested applicants may contact the Chief Engineer, VOCPA at the following address:

The Chief Engineer,
V.O.Chidambaranar Port Authority,
Tuticorin – 628 004
Tel : 00 91 461 2352252
Fax : 00 91 461 2354270
Email : ce@vocport.gov.in
Website : www.vocport.gov.in
14. This Tender Notice shall form part of the contract.

Sd/-
CHIEF ENGINEER

Dredging the dock basin in front of North Cargo Berth III to (-)15.10m for handling of vessels up to 14.20m draught at V.O.Chidambaranar Port

(i) FORM OF TENDER

(Note: This Memorandum forms part of the Tender)

To

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

Sir,

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

“Dredging the dock basin in front of North Cargo Berth III to (-)15.10m for handling of vessels up to 14.20m draught at V.O.Chidambaranar Port”

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

2. We undertake, if our Tender is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.
3. If our tender is accepted, we will furnish a performance security in the form of Demand Draft or irrevocable Bank Guarantee from a Nationalised Bank / Scheduled Bank for sum equivalent to 10% of the accepted tender value in the form annexed hereto approved by the Employer.
4. We agree to abide by this Tender for a period of 180 days from the date fixed for receiving the same or for such further period as may be mutually agreed upon and it shall remain binding upon us. This tender may be accepted at any time before the expiration of the aforesaid period. Should we fail to abide by our Tenders during the above said period of 180 days or such extended period the Port shall be at liberty to forfeit the Earnest Money deposited by us.
5. Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.
7. If our Tender is accepted we understand that we are held fully responsible for the due performance of the Contract.

8. We have furnished Earnest Money Deposit amounting to **Rs. 1,34,14,000/- (Rupees One Crore Thirty Four Lakhs and Fourteen Thousand Only)**. Out of which, **Rs.25,00,000/-** in the form of RTGS/NEFT and the balance amount of **Rs.1,09,14,000/- (Rupees One Crore Nine Lakhs and Fourteen Thousand Only)** in the form of irrevocable bank guarantee in verbatim to the specimen enclosed (Annexure-A) from a Nationalised / Scheduled Bank with net worth of atleast Rs.100 Crores and having its branch at Tuticorin / Chennai. The Bank Guarantee should be sent to the Port directly by the issuing bank under Registered Post (A.D). The original Bank Guarantee should reach within Ten days from the date of opening of technical bid. However, the copy of Bank Guarantee should be uploaded along with the tender document by the bidder while uploading through e-tender. The tender will not be considered without EMD. EMD in any other form will not be accepted. EMD will not bear any interest. The EMD for unsuccessful Tenderers shall be returned on application from the Tenderers after the issue of work order to the successful Tenderer or on expiry of 60 days from the expiry of validity of the tender whichever is earlier. The EMD furnished in the form of Bank Guarantee in respect of successful Tenderer will be discharged upon the Tenderer executing the contract and furnishing the required Performance Guarantee for the performance of the contract under para 10.2 of the tender document. EMD furnished in the form of RTGS/NEFT shall be adjusted against Security Deposit in case of successful Tenderer.

We agree for forfeiture of EMD:-

- a) If we withdraw our tender within the validity period
or
 - b) If we make any modification in the terms and conditions of our tender before expiry of 180 days from the last date of submission of tender or such time as may be extended by the Board to which we have agreed in writing
or
 - c) In the event of our tender being accepted by the Board we fail to enter into acontract
or
 - d) In the event of tender being accepted by the Board we fail to furnish Performance Guarantee as per the terms of contract.
9. We agree that in addition to the Performance Security in any one of the forms described in Sub Clause — 10.2 of the General Conditions of Contract with good and sufficient sureties furnished by us for the faithful performance and proper fulfilment of the Contract, we shall permit the Port at the time of making any payment to us for work done under the Contract to deduct at the rate of 10% of the total value of the Interim Certificate from each Interim Certificate towards Security Deposit till the whole of the Security Deposit at 5% of the Contract Sum is realised.

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

Dated this _____ day of _____ 2023.

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

(IN BLOCK LETTERS)

Address _____

Witnesses

1. Signature : _____
Name : _____
Address : _____

2. Signature : _____
Name : _____
Address : _____

Dredging the dock basin in front of North Cargo Berth III to (-)15.10m for handling of vessels up to 14.20m draught at V.O.Chidambaranar Port

SECTION - I

(ii) INSTRUCTIONS TO TENDERERS

GENERAL GUIDELINES TO E – TENDER:

Electronic Tenders (Online) are invited in on behalf of **V.O.CHIDAMBARANAR PORT AUTHORITY (VOCPA)** from interested, reputed, well experienced, Dredging Companies having necessary dredging and other ancillary equipments for carrying out the work **“Dredging the dock basin in front of North Cargo Berth III to (-)15.10m for handling of vessels up to 14.20m draught at V.O.Chidambaranar Port”** Tuticorin, TamilNadu, India.

- A. The tender documents and other relevant documents are required to be submitted only through e-tender mode offered in the website <https://etenders.gov.in/eprocure/app>
- B. The e-Tender will not be considered who have ongoing litigation against the interest and causing disturbance to the development activity of the VOCPA.
- C. EMD payment shall be made by the bidders as per Cl. 10.1, Section-II of the Tender document.
- D. Tenders which are in any way incomplete will not be considered.
- E. The Ports reserves the rights to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.
- F. **The tenderer while uploading their document shall also upload the undertaking as Annexure-I instead of uploading of signed tender documents failing which, the offer will not be considered for evaluation.**
- G. The tenderer shall furnish the GSTIN, PAN, ESI, EPF registration code document.
- H. **EARNEST MONEY DEPOSIT :** The tenders shall be accompanied by Earnest Money Deposit amounting to **Rs. 1,34,14,000/- (Rupees One Crore Thirty Four Lakhs and Fourteen Thousand Only)** as per tender clause 10.1, Section-II.

I. Details Of Bank Account

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

J. If the bidder taking Bank Guarantee towards EMD (or) Performance Security, the Bidder has to ensure the following:

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

K. Note:-

- 1 If Transaction of EMD is not cleared, then such tenders shall not be consideration for evaluations, bidder may ensure the same.
- 2 In addition to the required documents for tender, scanned Copy of Income tax permanent account number card for assessing the income tax has to be uploaded.
- 3 The tenderer have to furnish the copy of Income Tax Permanent Account Number card for assessing the income tax attested by Notary Public. All relevant documents required for the tender have to be uploaded in the online tender process and the cost towards EMD has to be remitted as stipulated in the tender clauses.

The tenders will be submitted through on line up to **22.07.2023 upto 15:00 hrs** and the same will be opened on **24.07.2023 at 10:30 hrs**. The Employer may at his discretion extend the date of submission and opening of tenders. Tenderer will be responsible for all those facts and failure of Net Connectivity, Current Connectivity and they should be at their own risk VOCPA and CPP Portal will not take any liabilities and claims for

failure of Network and problem arise submission of the tender formsonline.

- 4 At any time prior to the last date for submission of tenders, the Employer may for any reason whatsoever, change or modify the Tender documents by amendments. The amendments so carried out will be uploaded in the CPP Portal. The amendment so carried out will form part of the Tender and shall be binding upon the Tenderers. The Employer may at his discretion extend the last date for submission of the tenders to enable the Tenderers to get reasonable time to submit their Tender after taking into consideration such amendments.
- 5 The completed Tender shall be submitted through online as per general guideline instruction given
- 6 Bid-I shall contain the following general information and Technical Proposals :
 - i. Proof for the payment of Earnest Money Deposit of **Rs. 1,34,14,000/- (Rupees One Crore Thirty Four Lakhs and Fourteen Thousand Only)** as per tender clause 10.1, Section-II.
 - ii. Copies of document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, duly attested by a Notary.
 - iii. Details of experience and past performance of the Tenderer of works of similar nature within the past 7 years and details of current works on hand and other contractual commitments in the prescribed Forms respectively.
 - iv. The qualifications and experience of key personnel proposed for administration and execution of this contract, both on and off site, in the prescribed forms.
 - v. Reports on the financial standing of the Tenderer including profit and loss statement, balance sheets and auditor's report for the past three years in the prescribed form.
 - vi. The Tenderer may furnish copy of latest three years assessment of Income Tax return filed with IT Department.
 - vii. Information regarding any current litigation in which the Tenderer is involved.
 - viii. Power of attorney for the person who is authorized to sign the Tender and carrying out the works when awarded.

7 Qualification

The qualification of Tenderer is based on the financial soundness, technical capability, work experience, past performance, reliability, organisational set-up with qualified and experienced personnel, availability of resources and dredging equipment.

- (A) Work Experience
- (B) Financial Position
- (C) Plant & Equipment - Dredgers and ancillary equipments.

The qualification questionnaire contains the forms as follows :

Form – I	: Structure and Organization
Form – II	: Joint Venture / Consortium
Form – III	: Power of Attorney
Form – IV	: Power of Attorney (in case of Joint Venture / Consortium)
Form – V	: Plant and Equipment
Form – VI	: Financial Information
Form – VII	: Details of similar completed projects in past 7 years (and ongoing projects)
Form – VIII	: Key supervisory and specialist personnel
Form – IX	: Proforma of Integrity Pact

- ~~ If necessary, additional sheets may be added to the forms. Each page of each form should clearly marked in the right top corner as follows: Form-I, page-1 ; Form-I, page-2 ; Form-I, page-3 etc.
- ~~ Some of the form will require attachment. Such attachments should be clearly marked as follows :
Attachment-1 to Form-I ; Attachment-2 to Form-I, etc.
- ~~ **Form-IX** : 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 V.O.Chidambaranar Port Authority along with the bid in a separate envelope superscribed “**Integrity Pact**” in Cover-I. Bids not accompanied by a duly signed “Integrity Pact” shall be liable for rejection.
- ~~ **Financial data and project costs should be given in Indian Rupees only.**
- ~~ The Tenderers should attend all meetings, discussions etc., called for whenever required by V.O.Chidambaranar Port in connection with the tender / works of this project at their own cost.
- ~~ Tender submitted by a **Joint Venture** / consortium must meet the following requirements:

- ~~ Each partner of the joint venture / consortium must submit the complete documentation, or portions applicable thereto, required for a firm to apply for eligible for Tendering.
- ~~ In case of Joint Venture / Consortium, criteria can be fulfilled collectively by the associated groups. The lead member of the JV / Consortium must have completed at least one Dredging work not less than 0.232 Million Cu.m. quantity or value not less than Rs. 43.66 Crores. The average annual turnover of only those members of the JV / Consortium should be aggregated who met such experience criteria. These must be legally binding agreement clearly stipulating the responsibilities and liabilities of the members of the JV / Consortium.
- ~~ The applicant /s shall confirm that if he / they is / are awarded the project, the tender submitted shall be legally binding on all partners jointly and severally.
- ~~ If any bidder has completed the work with JV prior to submission of bid, the bidder has to submit the JV agreement sharing percentage of sharing pattern with attested by Notary. Accordingly, proportionate value of work will be considered for evaluation.
- ~~ A joint venture / consortium agreement providing for the joint and several liability of all partners in respect to the contract shall be submitted along with the tender.
- ~~ The application shall include a full description of the proposed participation and responsibility of each partner of the joint venture
- ~~ The application shall designate one of the partners as the partner in charge (Lead member) through whom correspondence between the applicant and the Employer shall be channelled and shall be authorised to incur liabilities and receive instruction for and on behalf of any and all partners of the Joint Venture / Consortium till entire execution of the contract including payment.
- ~~ Each firm shall submit only one application in response to this Tender. Multiple applications through subsidiaries shall not be entertained.
- ~~ Each firm can participate only in one joint venture / consortium. In case a firm's name appears in more than one consortium / joint venture, then both applications may be rejected.
- ~~ Any information of a joint venture / consortium after Tendering, and / or any change in a Tender joint venture, shall be subject to the approval of the Employer in writing prior to the deadline set for the receipt of tenders. The modified consortium / joint venture would be required to submit a legally authenticated revised Memorandum of Understanding to replace the original memorandum of Understanding. At least 14 days time should be provided

for the Employer's approval process and the written approval from the Employer shall form the part of the Tenderer's tender document.

-- Such an approval shall not be granted if, among other things, the proposed formation or change would result, in the opinion of the Employer, in

- a) Substantial reduction of competition,
- b) Inclusion of a firm which had not been eligible previously (either individually or as part of another joint venture / consortium),
or,
- c) The lowering of Joint venture / consortium's qualifications below the minimum level of acceptance as determined by the Employer.

-- The information furnished by Tenderer must be latest and sufficient to show that the Tenderer is capable in all respects to complete the envisaged work successfully.

-- Incomplete information / information which are found to be of general nature may render the tender non-responsive. The following documents shall be enclosed with Tender and submit through on-line.

- i) A copy of the certified latest balance sheet in case the Tenderer is a firm or a company.
- ii) The programme showing the order of procedure and method in which he proposes to carryout the works.

It shall contain clear particulars of his scheme for execution of works inclusive of the plants and temporary works which he intends to use, supply or construct as the case may be. It shall also contain weekly targets for various items of work set out in the schedules to fit in with the completion date specified in the Tender.

- iii) Details of main plants, crafts and equipments proposed to be used by the Tenderer for the works given in the Schedules with specifications, indicating the plants and equipment now owned by the Tenderer and proposed to acquire (if any) for this work.
- iv) Details of personnel with their qualifications and experience proposed to be employed by the Tenderer on the work.
- v) Information regarding any current litigation in which the tenderer is involved.

8 Bid –II

- a. The second bid No.II shall contain the price quote only (BOQ) and it should not contain any conditions.
- b. The Port will not be responsible for or pay for expenses or losses which maybe incurred by any Tenderer in the preparation of this Tender.
- c. It must be clearly understood that the rates quoted in the Price Bid are to include everything required to be done as per Notice Inviting Tender, Instruction for Tendering, Tender Conditions of Contract, Specifications, Bill of Quantities, Schedules and Drawings referred to therein and also for all such work as is necessary for the proper completion of the Contract, although specific mention thereof may have been omitted. The rates are for finished items of works and should be inclusive of cost of all materials, labour charges / Tools and Plant and incidentals necessary for carrying out and completing the works and also inclusive of clearance of site, temporary structures etc. No increase in rates will be permissible on any account after the price bid is opened.

9 Opening of Tender:

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

Main Bid and Bid No.I

Main bid No.-I will be opened on **24.07.2023 at 10:30 hours** for which Tenderer's / authorized representative of the tenderer will be allowed.

Bid No.-II (Price bid)

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

Conditions of Contract

General

The Contract will be executed and operated in English only and the Law governing the Contract will be Indian Law and will be subject to the jurisdiction of the local courts of Tuticorin / Madurai / Chennai, India.

Location and Layout

Location and layout of the “**Dredging the dock basin in front of North Cargo Berth III**

to (-)15.10m for handling of vessels up to 14.20m draught at V.O.Chidambaranar Port” are clearly prescribed in Para 1 of Section-III. The Tenderer has no right to modify the same.

The execution of dredging including pre-dredge survey, Mobilization, post-dredge survey and demobilization shall be completed within **7 months** from date of issue of Work Order / Letter of Acceptance whichever is earlier.

The tenderer can visit the project site for ascertaining / collecting additional information, if required, at his own cost.

In case any clarification is required, the same can be obtained, in writing, from

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

Telephone : 00 91-461-2352252

Fax : 00 91-461-2354270

- 10 The offers of the firms who have not furnished the required Earnest Money Deposit will not be taken into consideration at all and Cover-II of such tenders will not be considered.
- 11 The Tender shall be signed by person or persons so authorised by the Tenderer with signature duly witnessed and Company seal affixed before uploading the tender. The Power of Attorney (in original) authorising the signatory/ies of the Tender shall be enclosed.
- 12 No alteration shall be made in any of the Tender documents or in the Bill of Quantities and the Tenderer shall comply strictly with the terms and conditions of the Tender document. The Employer / Engineer may however ask any Tenderer for clarifications of his Tender if required. Nevertheless, no Tenderer will be permitted to alter his Tender price after the last date of submission of the tender.
- 13 The Tenderer shall note that no alternative or qualifying Tender conditions, or alternative proposal for whole or part of the work will be acceptable. Tenders containing any qualifying conditions or even Tenderer's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Part- II: Price Bid of such Tenderers will not be opened.
- 14 **First Right of Refusal** as stipulated under Clause 84 of Section II.
- 15 Any time prior to the opening of the tenders, the Engineer may modify the Tender document by issuance of addenda, which shall be in writing and sent to all bidders is displayed in website. Such addenda will be numbered and be returned by the Tenderers as part of their Tender.

- 16 Permission to visit the Site will be given during the Tender period on prior application to the Chief Engineer, V.O.Chidambaranar Port Authority. Clarification if required, in relation with the work to be executed may be obtained from the Chief Engineer.
- 17 All recipients of the Tender documents for the purpose of submitting a Tender shall treat the contents of the document as private and confidential.
- 18 The Employer will not be responsible or pay for any expenses which may be incurred by any Tenderer in connection with the visits to and examination of the Site or for the preparation of his Tender for submission.
- 19 The "Instructions to Tenderers" shall form part of the Contract.
- 20 Any Tender not conforming with the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any Tender and has the right to reject any Tender without assigning any reason and without any liability. No representation whatsoever will be entertained on this account.
- 21 Tenderer shall carefully examine the conditions of Contract, drawings and specifications, visit the site of works and fully satisfy and fully acquaint himself in all respects and in particular about the local conditions, such as the nature and location of the work and access to site, the rainfall, climatic conditions, winds and wind directions, waves, cyclones, tides, etc., around the work site, the number of working days available during the year, the configuration of the ground, the spring level, the sub surface soils, the character of equipment and facilities needed preliminary to and during the execution of the work, availability and wages of labour, materials, transport facilities etc., which may influence the work or cost thereof. Any information available with the Chief Engineer, V.O.Chidambaranar Port Authority will be made available to the Tenderer on request. But the Chief Engineer will not accept any responsibility for the accuracy thereof, or for the inferences that may be drawn therefrom. The cost of visiting the site shall be at Tenderer's own expense.
- 22 No foreign exchange is available for this work. All payments will be made in Indian Rupees only.
- 23 The Tenderer should abide by this Tender for a period of 180 days from the date fixed for receiving the same or for such other periods as may be mutually agreed upon

and it shall remain binding upon the Tenderer so that the Tender may be accepted at any time before the expiry of that period.

- 24 Further the Tenderer undertake that if his Tender is accepted, to enter into and execute when called upon to do so, an Agreement with such modifications as agreed upon, and unless and until the formal Agreement is prepared and executed, this Tender together with the written acceptance of the Employer shall form a binding Contract between the Authority and the Contractor.

**DREDGING THE DOCK BASIN IN FRONT OF NORTH CARGO BERTH III TO (-)15.10M
FOR HANDLING OF VESSELS UP TO 14.20M DRAUGHT AT V.O.CHIDAMBARANAR
PORT**

(iii) FORM OF AGREEMENT

THIS AGREEMENT is made this _____ day _____ 2023 (Two thousand and Twenty Three) between the Board of Authorities of the V.O.Chidambaranar Port, a body corporate under Major Port Authority Act, 2021 (hereinafter called the `Board' which expression shall, unless excluded by, or repugnant to the context, be deemed to include their successors in office) on the one part AND _____ (hereinafter called the "CONTRACTOR" which expression shall, unless excluded by, or repugnant to the context be deemed to include his Heirs, Executors, Administrators, Representatives and assigns or successors in office) on the other part.

WHEREAS the Board of Authorities of the Port of Tuticorin is desirous of executing the Work.

**“DREDGING THE DOCK BASIN IN FRONT OF NORTH CARGO BERTH III TO (-)15.10M
FOR HANDLING OF VESSELS UP TO 14.20M DRAUGHT AT V.O.CHIDAMBARANAR
PORT”**

WHEREAS the Contractor has offered to execute, complete and maintain such Works and WHEREAS the Board has accepted the Tender of the Contractor and WHEREAS the Contractor has furnished a Sum of **Rs. 1,34,14,000/- (Rupees One Crore Thirty Four Lakhs and Fourteen Thousand Only)** as per tender clause 10.1, Section-II. As Earnest Money Deposit at the time of tendering, which will be adjusted against the Security Deposit as per Clause 57.3 and Performance Security as per Clause 10.2 for the due fulfilment of all the Conditions of Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed part of this Agreement, viz.
 - a) The Letter of Acceptance - Work Order
 - b) Notice Inviting Tender, Form of Tender, Instruction to Tenderers, Form of Agreement, Memorandum, the General Conditions, General Information, Particular Specifications and Environmental Management Plan (Technical Bid).

- c) The Drawings (Technical Bid)
 - d) Preamble, Form of Tender and Bill of Quantities (Price Bid)
 - e) Correspondences with contract firm before the letter of acceptance.
3. The Contractor hereby covenants with the Board of Authorities of V.O.Chidambaranar Port to dredge and complete the Work in all respects in conformity with the provisions of the Contract.
4. The Board of Authorities of V.O.Chidambaranar Port hereby covenants to pay the Contractor in consideration of such dredging and completion of the Works the "Contract Price" at the time and in the manner prescribed by the Contract.

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

The Common Seal of the Authorities of V.O.Chidambaranar Port was hereunto affixed and

The Chairman thereof has
set his hand in the presence
of

CHAIRMAN OF THE BOARD
OF AUTHORITIES OF
V.O.CHIDAMBARANAR PORT
AUTHORITY.

Signed and sealed by the
Contractor in the presence of

**DREDGING THE DOCK BASIN IN FRONT OF NORTH CARGO BERTH III TO (-)15.10M
FOR HANDLING OF VESSELS UP TO 14.20M DRAUGHT AT V.O.CHIDAMBARANAR
PORT**

(iv) MEMORANDUM

We hereby tender for the execution for V.O.Chidambaranar Port Authority of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, designs, drawings, levels and instructions in writing referred to in the Clauses of Conditions of the Contract and with such materials as are provided for and in all respects in accordance with such Conditions/ Instructions to Tenderers so far as possible.

- a) General Description : **Dredging the dock basin in front of North Cargo Berth III to (-)15.10m for handling of vessels up to 14.20m draught at V.O.Chidambaranar Port**
- b) Earnest Money Deposit : **Rs. 1,34,14,000/-**
- c) Period of Completion : **7 months** from the date of issue of Work Order / Letter of Acceptance whichever is earlier.
- d) Performance Security : 10% of the accepted value of tender.
- e) Security Deposit : 10% recoverable in each interim Payment subject to a maximum of 5% of Contract price.

CONTRACTOR :
DATE :
ADDRESS :

APPENDIX TO TENDER

(v) IMPORTANT CLAUSES

Sl. No.	Description	:	Clause No.	
1.	Earnest Money Deposit	:	10.1 of Section – II	Rs. 1,34,14,000/- out of which, Rs.25,00,000/- in the form of RTGS/NEFT and the balance amount of Rs.1,09,14,000/- in the form of irrevocable bank guarantee.
2.	Performance Security	:	10.2 of Section – II	10% of the accepted value of the Tender
3.	Minimum amount of third party insurance	:	23.2 of Section – II	Rs. 15 Lakhs per case
4.	Commencement Date	:	40.0 of Section – II	Actual date of commencement of work.
5.	Period of completion (including Mobilization and deMobilization)	:	42 of Section – II	7 months from the date of issue of Work Order / Letter of Acceptance whichever is earlier.
6.	a) Liquidated Damages for delay b) Limit of Liquidated damages	:	46 of Section – II	1% per week or part thereof the total value of the contract subject to a maximum of 10%.
7.	Taking over certificate	:	47 of Section – II	30 days from the delivery of notice of completion.
8.	Variation limit	:	Clause 50.1 of Section – II	
9.	Quantity variation limit	:	Clause 51.2 of Section – II	
10.	Interim Payment	:	Clause 57 of Section – II	
11	Mobilization & De-Mobilization fee together with site installation charges (only on commencement of work)	:	57.1 (b) (v) of Section - II	The fee for Mobilization and demobilization taken together shall not exceed 10% of dredging cost.

Sl. No.	Description		Clause No.	
12	Mobilization fee	:	57.1 (b) (i) & (v) of Section - II	The limit of Mobilization is 7.5%.
13	Demobilization fee	:	57.1 (b) (ii) & (v) of Section -II	The limit of demobilization is 2.5%.
14	Security Deposit	:	57.3 of Section- II	5 % of Contract Price
15	Water supply	:	83.1 of Section - II	Present rate is Rs. 100/- per Kilo Litre. However, rate will be charged as per prevailing rate of VOCPA time to time.
16	Power supply	:	83.2 of Section - II	As per Ports Tariff applicable time to time.
17	Pilotage	:	83.6 of Section - II	
18	Access to the Site	:	46.1 of Section - III	Antecedence Certificate from the Police Department Should be produced. However, the Passport holders are exempted from Police verification.
19	Environmental Management Plan	:	Section - IV	

**DREDGING THE DOCK BASIN IN FRONT OF NORTH CARGO BERTH III TO (-)15.10M
FOR HANDLING OF VESSELS UP TO 14.20M DRAUGHT AT V.O.CHIDAMBARANAR
PORT**

SECTION – II

GENERAL CONDITIONS

1.0. DEFINITIONS AND INTERPRETATION

1.1. Definitions

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. i) **"Employer"** means the Board of V.O.Chidambaranar Port Authority or their successors and assigns, acting through its Chairman or any other officer so nominated by the Board.
- ii) **"Engineer"** means the Chief Engineer of the V.O.Chidambaranar Port Authority or his successor in office or any other competent person appointed by the Employer and notified to the Contractor.
- iii) **"Financial Adviser and Chief Accounts Officer"** (hereinafter stated F.A. & C.A.O.) means the Financial Adviser & Chief Accounts officer of the V.O.Chidambaranar Port Authority or his successor in office or any other competent person appointed by the Employer and notified to the Contractor
- iv) **"Engineer's Representative"** means a person appointed from time to time by the Employer / Engineer under Sub-Clause – 2.2.
- v) **"Contractor"** means the persons, firms, or company whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- vi) **"Sub-Contractor"** means any person named in the Contract as a Sub-Contractor for a part of the Works or any person to whom a part of the Works has been sub-contracted with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.
- vii) **"PMC"** means Project Management Consultant to be engaged by V.O.Chidambaranar Port Authority for day to day supervision, monitoring and Quality Control etc., for this project.
- viii) **Third Party Survey Agency** means a survey agency to be engaged by V.O.Chidambaranar Port Authority for carrying out and certification of the Pre,

Post and payment interim surveys. The surveys for payment shall be carried out in the owned/hired steel /FRP survey boats of third survey agency with hull mounted transducer, with survey boats having maximum speed of 10 knots.

- ix) Online Dredging Monitoring System** is a mandate system for visualization of daily, weekly and monthly progress with dredger performance and down time monitoring and display data with loading position, production docks near real time vessel position and dumping ground. The dredging activity will be monitored through this system with customization from the NTCPWC.
- b) i) "Contract"** means the Notice Inviting the Tender, the Tender and acceptance thereof and the formal Agreement, if any, executed between the Employer and the Contractor together with the documents referred to therein including these Conditions with appendices and any Special Conditions, the Specifications, Designs, Drawings, Priced Schedule / Bill of Quantities and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- ii) "Specification"** means the specification of the Works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer.
- iii) "Drawings"** means all drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.
- iv) "Bill of Quantities"** means the priced and completed Bill of Quantities", forming part of the Tender.
- v) "Tender"** means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance - Work Order.
- vi) "Letter of Acceptance" - "Work Order"** means the formal acceptance by the Employer of the Tender.
- vii) "Contract Agreement"** means the Contract Agreement (if any) referred to in Clause – 9.
- viii) "Appendix to Tender"** means the appendix comprised in the form of Tender annexed to these Conditions.

- c) i) "**Commencement Date**" means the actual date of commencement of work.
- ii) "**Time for Completion**" means the time for completing the execution and complying with and fulfilling the requirements on Completion of the Works (Clause 42.) or as extended under Clause – 43.1 calculated from the Commencement Date.
- d) i) "**Requirements on Completion**" means the requirements specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be done and complied by the Contractor before the Works or any section or part thereof are taken over by the Employer.
- ii) "**Taking-Over Certificate**" means a certificate issued pursuant to Clause - 47.
- e) i) "**Contract Price**" means the sum named in tender subject to such additions thereto, or deductions there from as may be made under provisions hereinafter contained.
- ii) "**Security Deposit**" means the aggregate of all moneys retained by the Employer pursuant to Sub-Clause-57.3.
- iii) "**Provisional Sum**" or "**Provisional Lump sum**" means a lump sum included by the Engineer in the Tender Documents and shall represent the estimated value of work for which details are not available at the time of issue of Tender.
- iv) "**Cost**" means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- v) "**Approved**" means approval in writing including subsequent written confirmation of previous verbal approval and "Approval" means approval in writing including as aforesaid.
- vi) "**Market Rate**" means the rate as decided by the Engineer on the basis of the cost of materials and labour to the Contractor at the site where the Works are to be executed plus the percentage mentioned in Schedule to cover all overheads and profit.
- f) i) "**Works**" means the Dredging Works and the Temporary Works or either of them as appropriate.
- ii) "**Dredging Works**" means the Dredging Works to be executed (including

Plant) in accordance with the Contract.

iii) Temporary Works" means all temporary Works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

iv) "Plant" means machinery, apparatus and the like intended to form or forming part of the Dredging Works.

v) "Contractor's Equipment" means all appliances or things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Dredging Works.

vi) "Section" means a part of the Works specifically identified in the Contract as a Section.

vii) "Site" means the places provided by the Engineer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.

g) i) "Day" means the 24 (twenty-four) hour period beginning 06:00 am of the day and ending at 06:00 am of the following day 12:00 midnight Indian Standard Time

ii) "Week" means, seven days without regard to the number of hours worked in any day in the week.

iii) "Month" means month according to Gregorian Calendar.

iv) "Year" means Contract year commencing from the commencement date.

v) "Schedule(s)" referred to in these conditions shall mean the relevant schedule(s) annexed to the Tender papers issued by Engineer.

vi) "Writing" means any hand-written, type-written, or printed communication, including telex, cable and facsimile transmission.

vii) "Chart Datum" means the Chart Datum to which levels and soundings have been reduced for the purpose of drawings in contract is the chart datum which is 2.36 m below G. T. S. Bench mark situated beside the path leading to the main entrance of the Holy Trinity Church of England at Tuticorin. The

Contractor will be given, by the Engineer, the value of a Bench mark relative to the chart datum located near the Green Gate of the Port which shall be used for all setting out, soundings, etc.

1.2. Headings and Marginal Notes

The headings in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof of the Contract.

1.3. Interpretation

Words importing persons or parties shall include firms and corporations and any organisation having legal capacity.

1.4. Communication

The language in which the Contract documents shall be drawn up shall be in English.

The Law of India shall apply to the Contract and the Contract shall be construed according to the said Law. No suit or other proceedings relating to the Contract shall be filed or taken by the Contractor in any Court of Law, except at Tuticorin / Madurai Bench of Madras High Court.

1.5. Singular and Plural

Words importing the singular only also include the plural and vice versa where the context requires.

1.6. Notices, Consents, Approvals, Certificates and Determinations

Wherever in the Contract provision is made for the giving or issue of any notice, consent approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words "notify", "certify" or "determine" shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

2.0. ENGINEER AND ENGINEER'S REPRESENTATIVE

2.1. Engineer's Duties and Authority

- a) The Engineer shall carry out the duties specified in the Contract.
- b) The Engineer shall exercise the authority specified in or necessarily to be

implied from the Contract. The requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer, provided however that Engineer shall obtain specific approval of the Employer before taking any of the following actions specified below:-

- I. certifying additional cost determined under Clause 50.1
 - II. issuing variations under Clause 50.2
- c) Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of this obligations under the Contract.

2.2. Engineer's Representative

The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under Sub-Clause-2.3. (of General Conditions).

2.3. Engineer's Authority to delegate

The Engineer may from time to time delegate to the Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor.

Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect as if it had been given by the Engineer, provided that:

- a) Any failure of the Engineer's Representative to disapprove any work, materials or plant shall not prejudice the authority of the Engineer to disapprove such work, materials or plant and to give instructions for the rectification thereof.
- b) If the Contractor questions any communication of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.

2.4. Appointment of Assistants

The Engineer or the Engineer's Representative may appoint any number of persons to assist the Engineer's Representative in carrying out his duties under Sub-Clause — 2.2. He shall notify to the Contractor the names, duties and scope

of authority of such persons. Such assistants shall have no authority to issue any instructions to the Contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, plant or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Engineer's Representative.

2.5. Instructions in Writing

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer, whether before or after carrying out the instruction, shall be deemed to be an instruction within the meaning of this Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 days by the Engineer, it shall be deemed to be an instruction of the Engineer.

The provisions of this Clause shall equally apply to instructions given by the Engineer's Representative and any assistants of the Engineer or the Engineer's Representative appointed pursuant to Sub-Clause - 2.4.

2.6. Engineer to Act Impartially

Wherever, under the Contract, the Engineer is required to exercise his discretion by:

- a) giving his decision, opinion or consent, or
- b) expressing his satisfaction or approval, or
- c) determining value, or
- d) Otherwise taking action which may affect the rights and obligations of the Employer or the Contractor

He shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances.

3.0. ASSIGNMENT AND SUB-CONTRACTING

3.1. Assignment of Contract

The Contractor shall not, without the prior consent of the Employer (which consent, notwithstanding the provisions of Sub-Clause- 1.6, shall be at the sole discretion of the Employer), assign the Contract or any part thereof, or any benefit or interest therein or thereunder, otherwise than by:

- a) A charge in favour of the Contractor's bankers of any moneys due or to become due under the Contract, or
- b) Assignment to the Contractor's insurers (in case where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable.

4.1. Sub-Contracting

The Contractor shall not sub-contract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not sub-contract any part of the Works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Sub contracts for minor activities are allowed with the approval of Engineer.

Provided that the Contractor shall not be required to obtain such consent for:

- a) The provision of labour, or
- b) The purchase of materials which are in accordance with the standards specified in the Contract, or
- c) The Sub-Contracting of any part of the Works for which the Sub-Contractor is named in the Contract.

4.2. Assignment of Sub-Contractors' Obligations

In the event of a Sub-Contractor being engaged by Contractor in respect of the work executed, or the goods, materials, Plant or services supplied by such Sub-Contractor, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time, after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the un-expired duration thereof.

5.0. CONTRACT DOCUMENTS

5.1. Languages and Law

The language in which the Contract documents shall be drawn up shall be in English.

The Law of India shall apply to the Contract and the Contract shall be construed according to the said Law. No suit or other proceedings relating to the Contract shall be filed or taken by the Contractor in any Court of Law, except at Tuticorin or Madurai Bench of Madras High Court.

5.2. Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall as follows :

- a) Tender Document (Technical Bid);
- b) Pre bid queries raised by the bidders and Port's reply / Amendments (if any)
- c) Priced Bill of Quantities
- d) Correspondences made between Port and Bidders
- e) Letter of Acceptance (Work Order)

6.1. Custody and Supply of Drawings and Documents

The Drawings, if any, shall remain in the sole custody of the Engineer, but two copies of the drawing showing the proposed dredging area shall be provided to the Contractor free of cost. The Contractor shall fix the coordinates of the proposed dredging boundary by engaging contractor's surveyor in the given drawing and submitted to the Engineer for approval. The contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purposes of the Contract, the Drawings, Specification and other documents provided by the Employer or the Engineer shall not, without the consent of the Engineer, be used or communicated to a third party by the Contractor. Upon issue of the Defects Liability Certificate, the Contractor shall return to the Engineer all Drawings, Specification and other documents provided under the Contract.

The Contractor shall supply to the Engineer four copies of all Drawings, Specification and other documents submitted by the Contractor and approved by the Engineer in accordance with Clause — 7.1, together with a reproducible copy of any material which cannot be reproduced to an equal standard by photocopying. In addition, the Contractor shall supply further copies of such Drawings, Specification and other documents free of cost as the Engineer may request in writing for the use of the Employer.

6.2. One Copy of Drawings to be kept on Site

One copy of the drawings, provided to or supplied by the Contractor as aforesaid, shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorised by the Engineer in writing.

6.3. Disruption of Progress

The Contractor shall give notice to the Engineer whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

6.4. Delay in issue of Drawings

If, by reason of any failure or inability of the Engineer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub-Clause - 6.3, the Contractor suffers delay then the Engineer shall, after due consultation with the Contractor, determine any extension of time to which the Contractor is entitled under Clause — 43.1 and shall notify the Contractor accordingly.

6.5. Failure by Contractor to submit Drawings

If the failure or inability of the Engineer to issue any drawings or instructions is caused in whole or in part by the failure of the Contractor to submit Drawings, Specification or other documents which he is required to submit under the Contract, the Engineer shall take such failure by the Contractor into account when making his determination pursuant to Sub-Clause - 6.4.

7.1. Supplementary Drawings and Instructions

The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of proper and adequate execution and completion of the Works and remedying of any defects therein. The Contractor shall carryout and be bound by the same.

7.2. Works Execution Plan by Contractor

Where the Contract expressly provides that part or whole of the Dredging Works shall be planned by the Contractor, he shall submit to the Engineer, for approval such drawings, specifications, calculations and other information as shall be necessary to satisfy the Engineer as to the suitability and adequacy of that design.

7.3. Responsibility Unaffected by Approval

Approval by the Engineer, in accordance with Sub-Clause - 7.2. shall not relieve the Contractor of any of his responsibilities under the Contract.

8.0. GENERAL OBLIGATIONS

8.1. Contractor's General Responsibilities

The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

8.2. Site Operations and Methods of Construction

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of dredging operation and execution and faithful implementation of the environmental monitoring plan. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of any Temporary Works not prepared by the Contractor. Where the Contract expressly provides that part of the Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Engineer.

8.3. Licence for Operating Indian / Foreign Dredger

Any foreign dredger to be deployed for Dredging operations should obtain Specific Period Licence under Section 406 or 407 of the Merchant Shipping Act, 1958 from the Directorate General of Shipping, Ministry of Port's, Shipping & Waterways, RT &H, Government of India, Mumbai - 400 030 for the period and location of Dredging operations. Non obtaining of such Licence would be deemed to be in contravention of the provisions of the Merchant Shipping Act, 1958 of Government of India and for any loss of time / money on account of this, the Port will not be responsible. Employer will give necessary recommendation letter to the Contractor for submission to the DG (Shipping).

As per the Ministry of Shipping office memorandum dated;19.12.2012 security clearance for the dredging companies is a statutory requirement. Therefore the bidders are requested to submit the details as per the format enclosed **Annexure-D** while submitting your tender and to follow the procedure as per the Ministry of Shipping office memorandum dated: 31.01.2018 and circulars issued by the Government of India / Ministry thereafter from time to time till signing of agreement

(if any). The guidelines issued by MoPSW for security clearance of the bidder for Port Project under PPP, including dredging project, will also be applicable.

9. **CONTRACT AGREEMENT**

The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the form annexed to these Conditions with such modification as may be necessary. All costs, charges and expenses including stamp duty incurred in connection with the Contract Agreement shall be borne by the Contractor. As per Indian Stamps Act, stamp duty on Instruments on Agreements except relating to Construction of buildings is Rs.100/-. The Contractor shall be supplied with a copy of the Agreement free of cost.

10.1. **Earnest Money**

The tenders shall be accompanied by Earnest Money Deposit amounting to **Rs. 1,34,14,000/- (Rupees One Crore Thirty Four Lakhs and Fourteen Thousand Only)**. Out of which **Rs.25,00,000/-** shall be paid in the form of RTGS/NEFT through CPP Portal and the balance amount of **Rs.1,09,14,000/- (Rupees One Crore Nine Lakhs and Fourteen Thousand Only)** in the form of irrevocable bank guarantee in verbatim to the specimen enclosed. (Annexure-A) from a Nationalised / Scheduled Bank with networth of atleast Rs.100 Crores and having its branch at Tuticorin / Chennai. The Bank Guarantee should be sent to the Port directly by the issuing bank under Registered Post (A.D). The original Bank Guarantee should reach within Ten days from the date of opening of technical bid. However, the copy of Bank Guarantee should be uploaded along with the tender document by the bidder while uploading though e-tender. The tender will not be considered without EMD. EMD in any other form will not be accepted. EMD will not bear any interest. The EMD for unsuccessful Tenderers shall be returned on application from the Tenderers after the issue of work order to the successful Tenderer or on expiry of 60 days from the expiry of validity of the tender whichever is earlier. The EMD furnished in the form of Bank Guarantee in respect of successful Tenderer will be discharged upon the Tenderer executing the contract and furnishing the required Performance Guarantee for the performance of the contract under para **10.2** of the tender document. EMD furnished in the form of RTGS/NEFT shall be adjusted against Security Deposit in case of successful Tenderer.

10.2. **Performance Security**

A sum worked out on the basis of 10% of the accepted value of Tender shall be deposited by the Contractor towards Performance Security for the performance of the Contract in the form of Demand Draft, or irrevocable Bank Guarantee from a nationalised bank in verbatim to the specimen enclosed (Annexure — B), without

any modifications, approved by the Employer within 60 days from the date of Work Order / or before the commencement of work whichever is earlier. The Bank Guarantee should be sent to the Port directly by the issuing bank under Registered Post (A.D). However, the Employer / Engineer may relax the time limit of 15 days and extend it by further period as deemed fit in extraordinary circumstances for the reasons recorded by him. If the Performance Security Deposit is not deposited in time as prescribed above, the work order shall stand cancelled automatically and Earnest Money Deposit will be forfeited. The performance security will remain in force throughout the period of the contract, and will be refunded thereafter. After submission of Performance Security by the Contractor and after acceptance of the same by the Port. The Contract Agreement will be signed.

In case the dredging firm does not own the dredger and plan to execute the dredging works by other modes of arranging the dredger by wet leasing, hiring etc., the above firm has to pay additional security deposit of 5% of the project cost, in addition to the security deposit indicated in the tender which will be returned without interest after satisfactory completion of dredging work, in case the firm gets the contract. In addition to above, the details of arranging the dredgers for the work with “Irrevocable Letter of Authority” from the owner to be produced by the bidder to the effect that the dredger so chartered/hired shall not be withdrawn till completion of the work.

10.3. Period of Validity of Performance Security

The Performance Security shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract. No claim shall be made against such Security after the issue of the Defects Liability Certificate in accordance with Sub-Clause — 59.1 and such security shall be returned to the Contractor within 30 days of the issue of the said Defects Liability Certificate.

10.4. Claims under Performance Security

Prior to making a claim under the performance security the Employer shall, in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.

11.1. Inspection of Site

The Employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such data on hydrographic and seabed sub-soil conditions as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof.

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his Tender, as to :

- a) the form and nature thereof, including the seabed sub-soil conditions
- b) the hydrographic and climatic conditions
- c) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and
- d) the means of access to the Site and the accommodation he may require and in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

The data available with the Port are given in the Tender Document, in good faith. If the Contractor desirous to have more accurate data, he may take all relevant data at his own cost.

11.2. Access to Data

Data made available by the Engineer in accordance with Sub-Clause - 11.1. shall be deemed to include data listed elsewhere in the Contract, as open for inspection at the offices of the V.O.Chidambaranar Port Authority (by prior appointment with the Engineer) on any working day during the working hours (i.e.) 10.00 A.M. to 5.00 P.M.

12.1. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

12.2. Adverse Physical Obstructions or Conditions

If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the site which obstructions or conditions were in his opinion not foreseeable by an experienced

Contractor and cannot be removed by his Dredging plant or using dredging technology, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced Contractor, after due consultation with the Contractor, determine:

- a) any extension of time to which the Contractor is entitled under Sub Clause – 43.1 and
- b) the amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price and shall notify the Contractor accordingly, such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer.

13.1. Work to be in accordance with Contract

Unless it is legally impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Engineer. The Contractor shall comply with and adhere strictly to the Engineer's reasonable instructions on any matter mentioned in the Contract. The Contractor shall take instructions only from the Engineer, or subject to the provisions of Clause - 2, from the Engineer's Representative.

14.1. Programme to be submitted

The Contractor shall, within 30 days after the date of Work Order, submit to the Engineer for his consent a programme, in such form and detail as he desires or as the Engineer may reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Engineer, also provide in writing for his information a detailed description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. The Contractor while preparing the 'Work Programme' shall into account the Dredger Plans to be furnished by him under Sub-Clause 44.1, Section-III [B. Particular Specification].

14.2. Revised Programme

If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the Programme to which consent has been given under Sub-Clause - 14.1, the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to such programme necessary to ensure completion of the Works within the time for Completion.

14.3. Program and Progress Report

The Contractor shall submit to the Engineer within 30 days after the date of work orders three copies of a detailed Critical Path Method (C.P.M.) Schedule and bar chart which shall be based on his preliminary Dredging program submitted with the Tender and as approved by the Engineer, showing the earliest and latest dates of commencement and completion of various activities of the Work and also anticipated dates for delivery, erection / installation of bought out items for different sections of the Work. The detailed Critical Path Method (C.P.M.) Schedule and bar chart shall be updated by the Contractor every month.

The Contractor shall submit to the Engineer on the first day of each week or such longer period as the Engineer may from time to time direct, a progress report in an approved form showing up-to-date total progress, progress achieved against planned progress, during the previous week and progress forecast for the following week for all important items in each section or portion of the Works, in relation with the approved C.P.M. Schedule and bar chart. Notwithstanding the above the Contractor shall submit daily dredging report in the prescribed format. The Contractor shall submit all information, calculations, working method and other data required by the conditions of contract, specification and schedules.

Further, in order to streamline the process of monitoring dredging activities, the National Technology Center for Ports, Waterways and Coasts (NTCPWC) (IIT Madras) has developed an Online Dredging Monitoring System for visualization of daily, weekly and monthly progress with dredger performance and down time monitoring and display data with loading position, production docks near real time vessel position and dumping ground. It is mandated the dredging activity will be monitored through this system with customization from the NTCPWC. The cost for this online monitoring will be borne by the Port. The dredging contractor / PMC / Third part survey agency shall give necessary information / data for this online monitoring.

14.4. Cash Flow Estimate to be submitted

The Contractor shall, within 30 days after the date of work order provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer.

14.5. Contractor not Relieved of Duties or Responsibilities

The submission to and consent by the Engineer of such programs or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

15. CONTRACTOR'S SUPERINTENDENCE

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or his competent Representative as approved by the Engineer, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Works. Such authorised representative shall receive, on behalf of the Contractor, instructions from the Engineer or subject to the provisions of Clause - 2, the Engineer's Representative. If the Contractor's authorised representative is not in the opinion of the Engineer, fluent in the language specified in the Clause 5.1, a competent interpreter shall be made available in site all times to ensure the proper transmission of instructions and information.

If approval of the Representative is withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the Representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another Representative approved by the Engineer.

16.1. Contractor's Employees

The Contractor shall provide on the site in connection with the dredging / execution and completion of the Works and the remedying of any defects therein-

- a) only such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and
- b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.
- c) A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the language specified in the Clause 5.1 or the contractor shall have available on site at all times sufficient number of competent interpreters to ensure proper transmission of instructions and information.

16.2. Engineer at Liberty to Object

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced by an equally qualified and experienced person as soon as possible.

17. SETTING-OUT

The Contractor shall be responsible for :

- a)** the accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing,
- b)** the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works, and
- c)** the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

If, at any time during the execution of the dredging Works, any error appears in the position, levels, dimensions or alignment of any part of the dredging Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer, in which case the Engineer shall determine an addition to the Contract Price in accordance with Clause — 51.1 and shall notify the Contractor accordingly.

The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, positions of marker buoys for dredge line, sight-rails, pegs and other things used in setting-out the Works.

The Contractor shall give the Engineer or his Representative at least 24 hours prior notice in writing of the time when any part of the setting out of the Works will be ready for checking.

The Contractor shall afford to the Engineer or his Representative all necessary assistance in checking the setting out of the Works and interpreting works.

18. BORE HOLES AND EXPLORATORY EXCAVATION

If at any time during the execution of the dredging Works, the Engineer requires the Contractor to make boreholes or to carryout exploratory excavation, such requirement be the subject of an instruction in accordance with Clause – 50 of Section III, unless an item or a Provision or Sum in respect of such Work is included in the Bill of Quantities.

19. SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT

The Contractor shall, throughout the execution and completion of the dredging Works and the remedying of any defects therein :

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

20.1. Care of Works

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the Works, when the responsibility for the said care shall pass to the Employer provided that:

- a) If the Engineer issues a Taking-Over Certificate for any Section or part of the Dredging works the Contractor shall cease to be liable for the care of that section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that section or part shall pass to the Engineer, and
- b) The Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed pursuant to Clause — 48.
- c) Security Deposit will be released after expiry of the defect liability period as prescribed in Clause 48.1.

20.2. Responsibility to Rectify Loss or Damage

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined Sub-Clause - 20.4, the Contractor shall, at his own cost, rectify such loss or damage so that the Dredging Works conform in every respect with the provisions of the Contract to the satisfaction of the Engineer. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clause - 48 and 49.1.

20.3. Loss or Damage Due to Employer's Risks

In the event of any such loss or damage happening from any of the risks defined in Sub-Clause- 20.4, or in combination with other risks, the Contractor shall, if and to the extent required by the Engineer, rectify the loss or damage and the Engineer shall determine an addition to the Contract Price in accordance with Clause — 51.1 and shall notify the Contractor accordingly. In the case of a combination of risks causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Employer as decided by the Engineer.

20.4. Employer's Risks

The Employer's risks are:

- a)** War hostilities (whether war be declared or not), invasion, act of foreign enemies,
- b)** Rebellion, revolution, insurrection, or military or usurped power, or civil war,
- c)** Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- d)** Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- e)** Riot, commotion of disorder, unless solely restricted to employees of the Contractor or of his Sub-Contractors and arising from the conduct of the Works,
- f)** Loss or damage due to the use or occupation by the employer of any

section or part of the permanent works, except as may be provided for in the Contract,

- g) Loss or damage to the extent that it is due to the design of the works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and
- h) any operation of the forces of nature like Earthquake, Tsunami, Cyclone etc., against which an experienced Contractor could not reasonably have been expected to take precautions.

21.1. Insurance of Works, Plant and Contractor's Equipment

The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause – 20.1, insure at his cost,

- a) The existing marine structures like Jetties, Pier heads, Berths and Navigational Aids, Breakwater etc., of the Port shall be insured to a sum of Rs.30 Crore for its replacement.
- b) The Contractor's Equipment and other things brought into the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

21.2. Scope of Insurance Cover

The insurance in paragraphs (a) of Sub-Clause - 21.1. shall be in the joint names of the Contractor and the Employer from an Insurance Company existing in India which is Nationalised by Government of India, to be approved by the Employer. For equipment and dredgers, the Contractors are permitted to insure either with Indian companies or with foreign companies and such insurance shall cover:

- a) The Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in Sub-Clause - 21.4, from the start of work at the Site until the date of issue of the relevant Taking-Over Certificate in respect of the Works or any Section or Part thereof as the case may be, and
- b) The Contractor for his liability:
 - i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and
 - ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses - 48 and 49.1.

21.3. Responsibility for amounts not recovered

Any amounts not insured or not recovered from the insurers shall be borne by the Employer or the Contractor in accordance with their responsibilities under Clause– 20.

21.4. Exclusions

There shall be no obligation for the insurance in Sub-Clause - 21.1. to include loss or damage caused by

- a) war, hostilities (where war be declared or not), invasion, act of foreign enemies,
- b) rebellion, revolution, insurrection, or military or usurped power, or civil war,
- c) ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- d) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

22.1. Damage to Persons and Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- a) death of or injury to any person, or
- b) loss of or damage to any property (other than the Works)

Which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, cost, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Sub-Clause — 22.2.

22.2. Exceptions

The "Exceptions" referred in Sub-Clause - 22.1. are"

- a) the permanent use or occupation of land by the Works, or any part thereof,
- b) the right of the Employer to execute the Works, or any part thereof, on, over, under, in or through any land,

- c) death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor, or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or, where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other Contractors for the injury or damage.

22.3. Indemnity by Employer

The Employer shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions defined in Sub-Clause - 22.2.

23.1. Third Party Insurance (Including Employer's Persons & Property)

The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause — 22.1, insure, in the joint names of the Contractor and Employer, against liabilities for death of or injury to any person including any employee of the Employer and the Engineer (other than as provided in Clause — 24.1) or loss of or damage to any property (other than the Works) including fishing boats fishing nets etc., arising out of the performance of the Contract, other than the exceptions defined in paragraphs (a) and (b) of Sub-Clause - 22.2.

Taking into account the close proximity of working area of dredger to the Port's marine structures, it is essential that the Contractor should insure the nearby marine structures. In case of any damage to Port's property during dredging operation, the Contractor should compensate the cost towards rectification. Hence, the Sub-Clause 21.1 shall be linked with Sub-Clause 23.1.

The clause 21.1(a) is dealt with Port's marine structures and the value of Insurance is Rs.30 Crores. The clause 23.1 is dealt with employer's persons insurance. The minimum amount of third party insurance is given in appendix to tender.

23.2. Minimum amount of Insurance

Such insurance shall be for the amount stated in the Appendix to tender. Minimum amount of third party insurance given in Appendix to Tender is only for death of or injury to any person including any employee of the Employer and the Engineer (other than as provided in Cl.24.1) or loss of or damage to any property (other than the works) including fishing boats, fishing nets, etc.

23.3. Cross Liabilities

The insurance policy shall include a cross liability Clause such that the insurance shall apply to the Contractor and to the Employer as separate insurers.

24.1. Accident or Injury to Workmen

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

24.2. Insurance Against Accident to Workmen

The Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any Sub-Contractor, the Contractor's obligations to insure as aforesaid under this Clause shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such Sub-Contractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

25.1. Evidence and Terms of Insurances

The Contractor shall provide evidence to the Employer prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 60 days of the Commencement Date, provide the insurance policies to the Employer when providing such evidence and such policies to the Employer, the Contractor shall notify the Engineer of so doing. Insurance of items in 21.1 shall, however, be made within 30 days of installation of the items by the employer. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the work order. The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer.

25.2. Adequacy of Insurances

The Contractor shall notify the insurers of change in the nature, extent or programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall when required, produce to the Employer the insurance policies in force and the

receipts for payment of the current premiums.

25.3. Remedy on Contractor's Failure to Insure

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Employer within the period required Sub-Clause - 25.1, then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any moneys due or to become due to the Contractor, or recover the same as adebt due from the Contractor.

25.4. Compliance with Policy Conditions

In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.

26. COMPLIANCE WITH STATUTES, REGULATIONS

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provision of :

- a) any National or State Statute, Ordinance, or other Law, or any Regulation, or Bye-Law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and

- a) the Rules and Regulations of all Public Bodies and Companies whose property or rights are affected or may be affected in any way by the Works and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any Planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor in accordance with Sub-Clause - 22.3.

27. FOSSILS

All fossils, coins, articles of value or antiquity and structures and other remains or things of Geological or Archaeological interest discovered on the Site shall, as between the Employer and the Contractor, be deemed to be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Engineer of such discovery and carry out the Engineer's instructions for dealing with the same. If by reason of such instructions, the Contractor suffers delay and /

or incurs costs then the Engineer shall, after due consultation with the Contractor, determine:

- a) any extension of time to which the Contractor is entitled under Clause – 43.1, and
- b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly.

28.1. Patent Rights

The Contractor shall indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Contractor's Equipment, materials or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

28.2. Royalties

Except where otherwise stated, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials by him and his sub-contractors and required for the Works, provided, however, that no royalty shall be payable for dredged materials either to Central or State Governments.

The Contractor shall indemnify the Employer against any claim from the Government / other authorities for short or non-recovery of royalty charges and the Contractor shall pay such short or non-recovery amount(s) on demand to the appropriate authorities at any subsequent times.

29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

All operations necessary for the dredging and completion of the Works and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

- a) the convenience of the public, or
- b) the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person.

The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to any such matters in so far as the Contractor is

responsible therefor.

30.1. Avoidance of Damage to Roads

The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Sub-Contractor and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of materials, Plant, Contractor's Equipment or Temporary works from and to the Site shall be limited, so that no unnecessary damage or injury may be occasioned to such road and bridges.

30.2. Transport of Contractor's Equipment or Temporary Works

Save in so far as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any structure i.e. berths, paved surface, bridges or altering or improving any road communicating with or on the routes to the Site to facilitate the movement of Contractor's equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge, etc. caused by such movement, including such claims as may be made directly against the Employer and shall negotiate and pay all claims arising solely out of such damage.

30.3. Transport of Materials or Plant

If, notwithstanding Sub-Clause - 30.1, any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Engineer, as soon as he becomes aware of such damage or as soon as receives any claim from the authority entitled to make such claim. Where under any Law or Regulation the haulier of such materials or Plant is required to indemnify the road authority against damage the Employer shall not be liable for any costs, charges or expenses in respect thereof or in relation thereto.

30.4. Waterborne Traffic

Where the nature of the Works is such as to require the use by the Contractor of waterborne transport the foregoing provisions of this Clause shall be construed as "Highway" including a lock, dock, sea wall or other structure related to a waterway and "vehicle" including craft, and shall have effect accordingly.

31.1. Opportunities for Other Contractors

The Contractor shall, in accordance with the requirements of the Engineer shall effect proper co-ordination and afford all reasonable opportunities for carrying out their work to:

- a) any other Contractors employed by the Engineer and their workmen,
- b) the workmen of the Employer, and
- c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any Contract which the Engineer may enter into in connection with or ancillary to the Works.

31.2. Facilities for Other Contractors

Pursuant to Sub-Clause - 31.1. the Contractor shall, on the written request of the Engineer:

- a) permit the use of any Temporary works, or
- b) provide any other service of reasonable nature whether or not forming part of this contract,
The Engineer shall determine an addition to the Contract Price in accordance with Clause – 51.1 and shall notify the Contractor accordingly.

32. CONTRACTOR TO KEEP SITE CLEAR

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

32.2. Compliance with IMO Regulations

All the crafts, plant and machinery employed by the contractor shall strictly adhere to the relevant IMO Regulations MARPOL Convention 73 / 78. The guidelines contained in Section–IV shall also be scrupulously followed. Damages caused by deviation if any, besides attracting penalty under different statutes shall also lead

to work stoppage on the Contractor's account.

33. CLEARANCE OF SITE ON COMPLETION

Upon the issue of any Taking-Over Certificate the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligation during the Defects Liability Period.

34.0. LABOUR

34.1. Engagement of Staff and Labour

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

34.2. Labour Laws and Regulations

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

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

34.2.1 Employees State Insurance Act 1948 (34 of 1948)

The contractor shall adhere the provisions contained in the Employees State Insurance Act 1948. The contractor should have obtained ESI code. Further, the contractor should submit the ESI code number and conform the payments made to

them.

34.2.2 Employees Provident fund Act 1952.

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

34.3. Supply of Water

The Contractor shall, provide so far as is reasonably practicable, having regard to local conditions provide on the Site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

34.4. Alcoholic Liquor or Drugs.

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Sub-Contractors, agents or employees.

34.5. Arms and Ammunition

The Contractor shall not give barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

34.6. Festival and Religious Customs

The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.

34.7. Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such Regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

34.8. Disorderly Conduct, etc.

The Contractor shall at all times take all reasonable precaution to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

34.9. Employment of Person in the Service of Others

The Contractor shall not recruit or attempt to recruit his staff and labour from amongst persons in the service of the Employer or other agencies engaged for any works of the Employer.

34.10. Housing for Labour

Save in so far as the Contract otherwise provides, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour, employed for the purposes of or in connection with the Contract, including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cook houses, fire prevention and fire-fighting equipment, furniture other requirements in connection with such accommodation or amenities. On completion of the Contract, such temporary camps/ housing provided by the Contractor in the approved Port area shall be removed and the site reinstated to its original condition, all to the approval of the Engineer.

34.11. Fair Wages, Records - Inspection

The Contractor shall pay the labourers engaged by him on the work not less than a fair wage which expression shall mean, whether for time or piecework the respective rates of wages as fixed by the Public Works Department as fair wages for Tamil Nadu payable to the different categories of labourers of those notified under the Minimum Wages Act and fair wages prescribed by DG / Shipping. The Contractor shall maintain records of Wages and other remuneration paid to his employees in such form as may be convenient and to the requirements of the Employer / Engineer and the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorised person appointed by the Central or State Government.

The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips by the Engineer and to any of his representatives or to his agent at a convenient time and place after due notice is received, or to any other person authorised by him on his behalf.

34.12. Reporting of Accidents

The Contractor shall report to the Engineer within 24 hours of the occurrence of any accident. In the case of any fatality or serious accident, the Contractor shall,

in addition, notify the local police authorities immediately by the available means.

34.13. Observance by Sub-Contractors

The Contractor shall be responsible for observance by his Sub-Contractors of the foregoing provisions.

35. RETURNS OF LABOUR, PLANT AND CONTRACTOR'S EQUIPMENT

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such information respecting Plant and Contractor's Equipment as the Engineer may require.

36.0. MATERIALS, PLANT AND WORKMANSHIP

36.1. Quality of Materials, Plant and Workmanship

All materials, Plant and workmanship shall be

- a) of the respective kinds described in the Contract and in accordance with the Engineer's instructions, and
- b) subjected from time to time to such tests as the Engineer may require at the place of manufacture, fabrication or preparation, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places.

The Contractor shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or Plant and shall supply samples of materials, before incorporation in the Works, for testing as may be selected and required by the Engineer.

36.2. Cost of Samples

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

36.3. Cost of Tests

The cost of making any test provided in the contract shall be borne by the Contractor.

36.4. Engineer's Determination where Tests not provided for

Where, any test not provided for in the contract is made by the contractor on being instructed to do so by the Engineer, the Engineer shall after due consultation with

the Contractor, determine the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly.

37. INSPECTION OF OPERATIONS

The Engineer, and any person authorised by him shall at all reasonable times have access to the Site and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

38.1. Removal of Improper Work, Materials or Plant

The Engineer shall have authority to issue instructions from time to time, for:

- a) the removal from the Site, within such time or times as may be specified in the instruction, of any materials or Plant which, in the opinion of the Engineer, are not in accordance with the Contract,
- b) the substitution of such materials or plant by proper and suitable materials or Plant, and
- c) the removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefor, of any Work which, in respect of
 - i) materials, Plant or workmanship, or
 - ii) design by the Contractor or for which he is not responsible, in the opinion of the Engineer, in accordance with the Contract.

38.2. Default of Contractor in Compliance

In case of default on the part of the Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any moneys due or become due to the Contractor and the Engineer shall notify the Contractor accordingly.

39.0. SUSPENSION

39.1. Suspension of Work

The Contractor shall, on the instructions of the Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the

Engineer. Unless such suspension is

- a) otherwise provided for in the Contract, or
- b) necessary by reason of some default or breach of Contract by the Contractor or for which he is responsible, or necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in Sub-Clause — 20.4.), Sub-Clause 39.2 shall apply.

39.2. Engineer's Determination following Suspension

Where, pursuant to Sub-Clause - 39.1 this Clause applies, the Engineer shall, after due consultation with the Contractor, determine

- a) any extension of time to which the Contractor is entitled to under Clause — 43.1 and
- b) the amount, which shall be added to the Contract Price, in respect of the cost incurred by the Contractor by reason of such suspension and shall notify the Contractor accordingly.

39.3. Suspension lasting more than 45 days

If the progress of the Works or any part thereof is suspended on the written instructions of the Engineer and if permission to resume Work is not given by the Engineer within a period of 21 days from the date of suspension then unless such suspension is within paragraph (a), (b) or (c) of Sub-Clause - 39.1, the Contractor may give notice to the Engineer requiring permission within 21 days from the receipt thereof, to proceed with the Works or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the Contractor may, but is not bound to elect to treat the suspension, where it affects part only of the Works, as an omission of such part under Clause - 50, by giving a further notice to the Engineer to that effect, or, where it affects the whole of the Works treat the suspension as an event of default by the Employer and terminate his employment.

40.0. COMMENCEMENT DATE

40.1. Commencement of Works

The Contractor shall commence the dredging within 60 days (sixty days) from the date of Work Order. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

41.1. Possession of Site and Access thereto

Save in so far as the Contract may prescribe the extent of portions of the Site of which the Contractor is to be given possession from time to time and

- a) the order in which the Works shall be executed as may be mutually agreed on and as per the programme
- b) so much of the Site, and
- c) such access as, in accordance with the Contract, is to be provided by the Employer as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the program referred to in Clause — 14.1, if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Engineer. The Engineer will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with such program or proposals, as the case may be.

41.2. Failure to Give Possession

If the Contractor suffers delay and / or incurs costs from failure on the part of the Employer to give possession in accordance with the terms of Sub-Clause - 41.1, the Engineer shall, after due consultation with the Employer and Contractor, determine, any extension of time to which the Contractor is entitled under Clause — 43.1, and the amount of such costs which shall be added to the Contract Price and shall notify the Contractor accordingly.

41.3. Right of Way and Facilities

The Contractor shall bear all costs and charges for special or temporary right of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works. The responsibility of obtaining all permits required to carry out the dredging activities including import licenses rests with the Contractor. However, the Port will issue recommendation letter to the Contractor for getting the permission.

42. TIME FOR COMPLETION

The whole Works including pre-dredge survey, Mobilization, dredging, post-dredge survey and demobilisation to be completed within the period of **7 months** from the

date of issue of Work Order / Letter of Acceptance whichever is earlier as stated in the Instructions to Tenderers and in accordance with the provisions of Clause - 47, within the time stated in the Appendix to Tender for the whole of the Works calculated from the Commencement Date, or such extended time as may be allowed under Clause — 43.1.

43.1. Extension of Time for Completion

In the event of

- a) any delay caused by the amount / quantum of nature of extra or additional work, or
- b) exceptionally adverse climatic conditions, or
- c) any delay, impediment or prevention by the Employer, or
- d) other special circumstances which may occur, other than through a default or breach of Contract by the Contractor or for which he is responsible, being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Engineer shall, after due consultation with the Contractor, determine the amount of such extension and shall notify the Contractor accordingly.

43.2. Contractor to Provide Notification and Detailed Particulars

Provided that the Engineer is not bound to make any determination unless the Contractor has

- a) Within 30 days after such event has first arisen notified the Engineer and
- b) within 30 days, or such other reasonable time as may be agreed upon by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

43.3. Interim Determination of Extension

Provided also that where an event has a continuing effect such that it is not practicable for the Contractor to submit detailed particulars within the period of 30 days referred to in Sub-Clause - 43.2 (b), he shall nevertheless be entitled to an extension of time provided that he has submitted to the Engineer interim particulars at intervals of not more than 30 days and final particulars within 30 days of the end of the effects resulting from the event. On receipt of such interim particulars, the Engineer shall, without undue delay, make an interim determination of extension of time and, on receipt of the final particulars, the Engineer shall review all the circumstances and shall determine an overall extension of time in regard to the event. In both such cases the Engineer shall make his determination after due consultation with the Employer and the Contractor and shall notify the

Contractor of the determination. No final review shall result in a decrease of any extension of time already determined by the Engineer.

43.4. Escalation

There shall be added to or deducted from the contract price such sums in respect of rise or fall in the cost of fuel affecting the cost of execution of the work as may be determined in accordance with the general conditions. However, no escalation is allowed towards the labour and materials. If the price of fuel required for execution of the work increases, the contractor shall be compensated for such increase as per the provisions detailed below and the amount of the Contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the Work done during stipulated period of the Contract including such period for which the contract validity is extended under the provisions of sub-clause - 43.1, of the Contract without any action under sub-clause – 46, such compensation for escalation in prices of fuel when due, shall be worked out based on the following provisions.

1)The base date for working out such escalation shall be the last date on which tenders were stipulated to be received.

2)The cost of Work on which escalation will be payable shall be reckoned as 85% of the cost of Work as per bills, running or final. Escalation is not be payable for Mobilization and Demobilization fees.

The escalation shall be calculated monthly in accordance with the following formula:-

$$Vd = \frac{0.85 \times Pd}{100} \times R \times \frac{D - Do}{Do}$$

Where

Vd = Variation in the cost of work during the month under consideration due to change in the price of fuel.

R = The value of the work done during the month under consideration

Do = The average price of high-speed diesel (HSD) or Furnace Oil (FO) fixed by IOC at Chennai for the month previous to the month, in which the Bids were submitted.

D = The average price of high speed diesel (HSD) or Furnace oil (FO) fixed by IOC at Chennai for the month under consideration,

Pd = Percentage of Fuel component as indicated in Do which shall be 25 (Twenty Five).

The amount of variation will be calculated monthly. All claims for reimbursement or refund on account of variation in respect of sub-clause 50.1 shall be prepared for each month separately and shall not be included in the monthly bills of the works carried out by the Contractor. Payment of such claims for reimbursement / refund shall be made within three months after due verification by the Engineer.

The Contractor shall as soon as practicable after such increase or decrease becomes effective give written notice thereof to the Engineer and shall produce whatever evidence the Engineer may require such as invoices quotations etc., to substantiate such claim. The Engineer shall be entitled to make any independent enquiries which he considers necessary and shall decide the amount of the variation to be paid to or allowed by the Contractor.

Provided that –

No account will be taken to any amount by which any cost incurred by the Contractor has been increased by default or negligence of the Contractor.

No increase in the cost of fuel (whether or not it has been applied previously) shall apply after the expiry of the Contract period or such extended time as may have been granted by the Engineer under the General Conditions of Contract

On completion of the works and before final payment the Contractor shall give a certificate that he has made full and complete disclosure to the Engineer of every increase or decrease in price obtained by him on all items affected by this clause.

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such rise or fall of cost.

Note:

In cover-I ie technical bid itself, the bidder has to mention the type of fuel proposed to be used for the CSD ie. High Speed Diesel (HSD) or Furnace oil (FO)

For Cutter Suction Dredger using HSD, fuel escalation will be as per average price of HSD at Chennai referred in the formula.

If any of the bidder used Furnace oil for their Cutter Suction Dredger, the fuel escalation will be calculated with respect to HSD oil rate and rate for furnace oil as per option given using the same formula and payment will be made to the lowest of the two calculations.

**43.5.1. SETTLEMENT OF DISPUTES
Engineer's Decision**

If a dispute of any kind whatsoever arises between the Employer and the

Contractor in connection with, or arising out of , the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this clause. Not later than the 45 days after the day on which he received such reference, the Engineer shall give notice of his decision to the contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the contractor shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If the contractor is dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the forty fifth day (45) after the day on which he received the reference, then the Contractor may, on or before the sixteenth day after the day on which he received notice of such decision, or on or before the sixteenth day after the day on which the said period of 45 days expired, as the case may be, give notice to the Employer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to para 4, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Contractor and no notice of intention to commence arbitration as to such dispute has been given by the contractor on or before the sixteenth day after the day on which the party received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Contractor.

43.5.2. Amicable Settlement

Dispute Resolution Committee consisting of dredging expert/s, officer of the Major Port and representative of the dredging company may be constituted by the port for resolving disputes to avoid arbitration /court cases. If the dispute is not settled amicably, the same shall be settled by Arbitrations.

43.5.3. Conciliation

In case any dispute is not resolved amicably as provided in Clause 43.5.2, the contractor may agree to refer the matter to conciliation & settlement Committee established by the Port 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 Port on the subject, which shall be in alignment with the provisions contained in Sections 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations/decision of the committee is not acceptable to the contractor, it shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 43.5.4 or 43.5.5

43.5.4. Arbitration

- i. Any Dispute which is not resolved amicably as provided in Clause 43.5.2 and/or 43.5.3 shall be finally settled by arbitration as set forth below: -
 - a. The Dispute shall be referred to the Society for Affordable Redressal of Disputes - Ports (hereinafter called as **SAROD - Ports**). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.
 - b. The constitution of Arbitral Tribunal, code of conduct for Arbitrators and fees and expenses of SAROD - Ports and Arbitral Tribunal shall also be governed by the Rules of SAROD - Ports as amended from time to time. The rules of SAROD – Ports are placed at Annexure VI.
 - c. The seat of Arbitration shall be New Delhi, or a place selected by the Governing Body of SAROD - Ports and the language for all documents and communications between the parties shall be English.
 - d. The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.
- ii. Any Award made in any arbitration held pursuant to the Clause 43.5.1, 43.5.2, 43.5.3 & 43.5.4 shall be final and binding on the Parties as from the date it is made, and the contractor and the Port agree and undertake to carry out such Award without delay.
- iii. The contractor and the Port agree that an Award may be enforced against the contractor or the Port, as the case may be, and their respective assets wherever situated.

- iv. In the event that the Party against whom the Award has been granted, challenges the Award for any reason in a Court of law, the other Party, subject to the order of the Court, shall be entitled to seek an interim relief as per the provisions of the Arbitration and Conciliation Act or rules made thereunder. The Parties acknowledge and agree that the Arbitration proceedings shall be video recorded and one copy each of the video recording shall be provided to both the parties.

43.5.5. Adjudication by Adjudicatory Board

In the event of constitution of a statutory Adjudicatory Board or such other forum with powers to receive and adjudicate upon disputes between the contractor and the Port, all disputes not settled under 43.5.3 through conciliation, can alternatively be referred to the Adjudicatory Board or such other forum with mutual consent of the parties in accordance with the applicable laws. For avoidance of doubt, parties hereto agree that notwithstanding anything contained herein above, after adjudication by the statutory Adjudicatory Board or such other forum, the parties cannot refer the dispute, difference or controversy of whatsoever nature again under Clause 43.5.4 and the adjudication hereunder shall be final and binding.

43.5.6. FAILURE TO COMPLY WITH ENGINEER'S DECISION

Where neither the Engineer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in 43.5.1 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may, refer the failure to arbitration in accordance with 43.5.4. The provisions of 43.5.1, 43.5.2 and 43.5.3 shall not apply to any such reference.

44. RESTRICTION ON WORKING HOURS

The Contractor is permitted to work continuously during day and night, including locally recognised days of rest except the three National Holidays.

45. RATE OF PROGRESS

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer

under this Clause, the Contractor considers that it is necessary to do any work on locally recognised days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Clause, involve the Engineer in additional supervision costs, such costs shall, after due consultation with the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Engineer, and may be deducted by the Engineer from any moneys due or to become due to the Contractor and Engineer shall notify the Contractor accordingly.

46. Liquidated Damages for Delay

If the Contractor fails to complete the work in all respects within the time specified or within the extended time that may be allowed by the Engineer as per Clause 43.1 hereof, the Contractor shall pay or allow the Board to recover a sum equivalent to 1% per week or part thereof the total value of the Contract subject to a maximum 10% of the total value of contract as liquidated damages as ascertained damages and not by way penalty, for every week or part thereof beyond the said period or extended period as the case may be during which the work shall remain unfinished, such damages will be deducted from any moneys due to the Contractor. The payment of such damages will not relieve the Contractor of his obligations to complete the works or from any other of his obligations or liabilities under this Contract.

47. Taking-Over Certificate

On completion of all required dredging works and sweeping operation and have satisfactorily passed any tests, the contractor may give a notice to the Engineer for post dredge final hydrographic survey. The final hydrographic survey shall be conducted jointly by the contractor, the Engineer and the third party appointed by the Engineer and the navigational survey charts for payments have to be signed by the dredging contractor, representative of the port, PMC (if any) or Third Party survey agencies if any. As and when the joint survey is completed and after receipt of certification from the third party regarding depth achieved, the contractor would be permitted to demobilize the dredger.

When the whole of the works have been fully completed including reclamation work demobilization of plant and equipments, removal of site installation etc., the Contractor may give a notice to the Engineer. Such notice shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the works. The Engineer shall, within 30 days of the date of delivery of such notice, either issue to the Contractor, a Taking-Over Certificate, or give instruction in writing to the Contractor specifying the works which in the Engineer's opinion, are required to be done by the Contractor. The Contractor shall be entitled to receive Taking-Over Certificate within 30 days of completion, to the satisfaction

of the Engineer, of the works so specified and remedying any defects so notified.

48.0. DEFECTS LIABILITY

48.1. Defects Liability Period

In these Conditions the expression "Defects Liability Period" shall mean the Defects Liability Period of 30 days calculated from the date of completion of the works certified by the Engineer in accordance with Clause — 47 to be read with Sub-Clause 48.5. After completion of work and the taking over by the Port of the completed work there will not be any defect liability period.

48.2. Completion of Outstanding Work and Remedying Defects

To the intent that the works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Engineer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall :

- a) complete the work, if any, outstanding on the date stated in the Taking-Over Certificate as soon as practicable after such date and
- b) execute all such work of amendment, re-dredging, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 15 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

48.3. Cost of Remedying Defects

All work referred to in Sub-Clause - 48.2 (b) shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to :

- a) the use of Plant or workmanship not in accordance with the Contract, or
- b) where the Contractor is responsible for the design of part of the Dredging Works, any fault in such design, or
- c) the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

48.4. Contractor's Failure to Carry out Instructions

In case of default on the part of the Contractor in carrying out such instruction within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and if such Work in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs

consequent thereon or incidental thereto shall, after due consultation with the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Engineer, and may be deducted by the Employer from any moneys due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly.

48.5. No Remedying of Defects in Dredging Work after Completion

Notwithstanding Sub-Clause - 48.2, the Contractor shall have no responsibility for the remedying of defects, shrinkages or other faults in respect of Dredging Work after the date stated in the Taking-Over Certificate which will exclude reclamation and consolidation and any damages to Port or other structures while executing the Work.

49.1. Contractor to Search

If any defect in the Works appears at any time prior to the end of the Defects Liability Period, the Engineer may instruct the Contractor, to search under the directions of the Engineer for the cause thereof. Unless such defect, shrinkage or other fault is one for which the Contractor is not liable under the Contract, the Engineer shall, after due consultation with the Contractor, determine the amount in respect of the costs of such search incurred by the Contractor, which shall be added to the Contract Price and shall notify the Contractor accordingly. If such defect, shrinkage or other fault is one for which the Contractor is liable, the cost of the Work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect, shrinkage or other fault at his own cost in accordance with the provisions of Clause — 48.

49.2. No Responsibility for Cost of Searching of Dredging Work

Notwithstanding Sub-Clause - 49.1, the Contractor shall have no Responsibility to bear the cost of searching for any defect, shrinkage or other fault in respect of Dredging Work after the date stated in the Taking-Over Certificate except for marine structures / navigational aids near to which Dredging is carried out where such searches have to be made and certificates issued by a third party surveyor acceptable to both the Contractor and the Engineer.

50.0. ALTERATIONS, ADDITIONS AND OMISSIONS

50.1. Variations

The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the

following:

- a) increase or decrease the quantity of any work included in the Contract,
- b) omit any such work provided, however, that such omitted work is not to be carried out by the employer or by another contractor
- c) change the character or quality or kind of any such work,
- d) change the levels, lines, position and dimension of any part of the Works,
- e) execute additional Work of any kind necessary for the completion of the Works,
- f) change any specified sequence or timing of Dredging of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract. The effect, if any, of all such variations shall be valued in accordance with Clause — 51.1, provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of Contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

Port will consider additional time required for carrying out any additional work as per Terms and Conditions of Tender.

50.2. Instructions for Variations

The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

51.1. Valuation of Variations

All variations referred to in Clause - 50, and any additions to the Contract Price which are required to be determined in accordance with Clause - 51, (for the purposes of this Clause referred to as "Varied Work"), shall be valued as follows:

- a) at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable.
- b) If the Contract does not contain any rates or prices applicable to the varied Work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which after due consultation by the Engineer with the Contractor, suitable rates or prices shall be agreed

upon between the Engineer and the Contractor.

- c) In the event of disagreement the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly.

Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause — 57.

51.2. Quantity Variations

Provided that if the nature or amount of any varied Work relative to the nature or amount of the whole of the works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by reason of such varied Work, rendered inappropriate or inapplicable, then, after due consultation by the Engineer with the Contractor, a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such other rate or price as is, in his opinion, appropriate and shall notify the Contractor accordingly. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause — 57. Provided further that no change in the rate or price for any item contained in the Contract, shall be considered unless such item, and the actual quantity of Work executed under the item exceeds quantity set out in the Bill of Quantities by more than 35 percent. Such extra quantities upto 35 percent will be paid as per the rate quoted in the Bill of Quantities.

52.0. PROCEDURE FOR CLAIMS

52.1. Notice of Claims

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer, within 30 days after the event giving rise to the claim has first arisen.

52.2. Contemporary Records

Upon the happening of the event referred to in Sub-Clause - 52.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer shall, on receipt of a notice under Sub-Clause - 52.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer to inspect all records kept pursuant to this Clause and shall supply him with copies thereof as and when the Engineer so instructs.

52.3. Substantiation of Claims

Within 30 days, or such other reasonable time as may be agreed by the Engineer, of giving notice under Sub-Clause - 52.1, the Contractor shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer, the Contractor shall send a final account within 30 days of the end of the effects resulting from the event.

52.4. Failure to comply

If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the Engineer assessing the claim considers to be verified by contemporary records (whether or not such records were brought to the Engineer's notice as required under Sub-Clauses - 52.2 and 52.3).

52.5. Payment of Claims

If the Contractor shall be entitled to have included in any interim payment certified by the Engineer pursuant to Clause - 57, such amount in respect of any claim as the Engineer, after due consultation with the Contractor, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer. The Engineer shall notify the Contractor of any determination made under this Clause.

53.0. CONTRACTOR'S EQUIPMENT, PLANT, TEMPORARY WORKS AND MATERIALS

53.1. Contractor's Equipment, Plant, Temporary Works and Materials; Exclusive use for the Works

All Contractor's Equipment, Plant, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the prior written consent of the Engineer. Provided that such consent shall not be required for vehicles engaged in transporting any staff, labour, Contractor's Equipment, Temporary Works, Plant or materials to or from

the Site.

53.2. Removal of Equipment from Site

All Contractor's Equipment, Plant, and the materials owned / hired by the Contractor and brought to Site shall not be removed from the Site without the prior written approval of the Engineer.

53.3. Employer not Liable for Damage

The Employer shall not at any time be liable, save as mentioned in Clause — 20.1, for the loss of or damage to any of the said Contractor's Equipment, Temporary Works or materials.

53.4. Customs Clearance

Obtaining necessary clearances of Customs including making necessary payments will be the responsibility of the Contractor. However, the Employer will use his best endeavours in assisting the Contractor, where required, in obtaining clearance through the Customs of Contractor's Equipment, Plant, materials and other things required for the Works.

53.5. Re-Export of Contractor's Equipment

In respect of any Contractor's Plant and Equipment which the Contractor has imported for the purposes of the Works, the Employer will use his best endeavours to assist the Contractor, where required, in procuring any necessary Government consent to the re-export of such Contractor's Equipment by the Contractor upon the removal thereof pursuant to the terms of the Contract. Provided however such procurement / re-export will be subject to the Rules and Regulations under the relevant Acts for the time being in force in India. The net duty of import and re-export of such plant and equipment shall be taken care by the Contractor in the Bid. The Contractor shall indicate the Customs duty payable on his Plant and Equipment imported for the purpose of the Work and re-exported separately. The same shall be for information of the Employer and the Port will not incur any expenditure for the same and the loss towards re exported shall deemed to be included in the quoted price.

53.6. Conditions of Hire of Contractor's Equipment

With a view to securing, in the event of termination under Clause - 60, the continued availability, for the purpose of executing the Works, of any hired Contractor's Equipment, the Contractor shall not bring on to the Site any hired Contractor's Equipment unless there is an agreement for the hire thereof (which agreement shall be deemed not to include an agreement for hire purchase) which contains provision that the owner thereof will, on request in writing made by the

Employer within 7 days after the date on which any termination has become effective, and on the Employer undertaking to pay all hire charges in respect thereof from such date, hire such Contractor's Equipment to the Employer on the same terms in all respects as the same was hired to the Contractor save that the Employer shall be entitled to permit the use thereof by any other Contractor employed by him for the purpose of executing and completing the Works and remedying any defects therein, under the terms of the said Clause — 60.

53.7. Costs for the Purpose of Clause - 60

In the event of the Employer entering into any agreement for the hire of Contractor's Equipment pursuant to Sub-Clause - 53.6 all sums properly paid by the Employer under the provisions of any such agreement and all costs incurred by him (including stamp duties) in entering into such agreement shall be deemed, for the purpose of Clause - 60, to be part of the cost of executing and completing the works and the remedying of any defects therein.

53.8. Incorporation of Clause in Sub-Contracts

The Contractor shall, where entering into any Sub-Contract for the execution of any part of the Works, incorporate in such Sub-Contract (by reference or otherwise) the provisions of this Clause in relation to Contractor's Equipment, Temporary Works or materials brought on to the Site by the Sub-Contractor.

53.9. Approval of Materials not Implied

The operation of this Clause shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

54.0. MEASUREMENT

54.1. Quantities

The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfilment of his obligations under the Contract.

55. WORKS TO BE MEASURED

The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and as per Clause — 55.12, of Section — III. The Engineer shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractor's authorised agent, who shall :

- a) forthwith attend and arrange the survey with all survey equipment and send a qualified Representative to assist the Engineer in making such measurement, and
- b) supply all particulars required by the Engineer.

56.1. Method of Measurements and Records

The Engineer shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the Contract of Work done in accordance therewith.

All items having a financial value shall be entered in measurement book, level book, etc., prescribed by the Engineer so that a complete record is obtained of all Work performed under the Contract.

Measurements shall be taken jointly by the Engineer or his authorised representative and by the Contractor or the Representative. Before taking measurements of any Work the Engineer or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised Representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurements taken by the Engineer or by the person deputed by him shall be taken to be the correct measurement of the Work.

The Contractor shall, without extra charge, provide assistance with every appliance and other things necessary for measurement. Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Engineer, a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurements.

If as a result of such objection, it becomes necessary to re measure the Work wholly or in part, the expense of such measurement shall be borne by the Contractor who requires the measurements to be retaken.

56.2. Breakdown of Lump Sum Items

For the purposes of statements submitted in accordance with Sub-Clause - 57.1, the Contractor shall submit to the Engineer, within 30 days after the receipt of the Letter of Acceptance, a breakdown for each of the lump sum items contained in the Tender. Such breakdowns shall be subject to the approval of the Engineer.

57.0. CERTIFICATE AND PAYMENTS
57.1. Monthly Statements

The Contractor shall submit to the Engineer after the end of each month six copies, each signed by the Contractor's Representative approved by the Engineer in accordance with Clause - 55, of a statement to be prepared and got printed at the cost of the Contractor, in such forms as the Engineer may from time to time prescribe, showing the amounts to which the Contractor considers himself to be entitled up to the end of the month in respect of

- a) the value of the Dredging Works executed
- b) payment for dredger Mobilization / De-mobilization cost if separately provided for in the Bill of Quantities, shall be made in stages as per the following schedule and as stated in Appendix to Tender. Mobilization and Demobilization fee shall be paid in two stages.
 - i) Mobilization Fee:
Mobilization fee will be paid as per B.O.Q on actual Mobilization of Dredgers and other ancillary equipments as indicated in the Notice Invited Tender & Tender document to the site of work and after commencement of work. Mobilization charges will be paid after completion of 5% of dredging.
 - ii) Demobilization Fee:
On completion of Work and upon De-mobilization of dredgers and other ancillary equipments from the Site the Demobilization fee at the rate quoted will be paid.
 - iii) The above Mobilization and Demobilization will not attract escalation.
 - iv) The No. of dredgers mobilised and the cost of Mobilization / De-mobilization with break-up details shall be furnished.
 - v) The fee for Mobilization and De-mobilization taken together shall not exceed 10% of the dredging cost. The limit of Mobilization is 7.5% and that of De-mobilization is 2.5%. Mobilization charges will be paid after completion of 5% of dredging
 - vi) Port will not increase the percentage for mobilization and demobilization together beyond 10% of the dredging cost as indicated in tender.

57.2. Monthly Payments

The Contractor shall submit the bill to the Engineer each month on or before the 10th of the month, a statement on the standard printed form to be had on application, showing the quantity of each item of contract, value of the work executed up to the end of the month (if such value shall justify the issue of an interim certificate) and the contractor will be provided, monthly, on the certificate of the Engineer, the amount due to him on account of contract value of the work executed up to the end of the previous month as provided in Bills of Quantities subject to deduction of 10% from each running bill towards security deposit upto a maximum of 5% of contract price. All amounts due to the Board by the Contractor, if outstanding on account of the supply of any materials, electricity, water services rendered in connection with the Contract, repairs or rectification to work etc., shall be adjusted from the bills or any amount due to the Contractor by the Board by way of outstanding, deposits etc. In addition to the above all statutory Tax deductions at source in respect of Income Tax, GST etc. will be deducted at the rates applicable as per Indian Laws from time to time.

The contractor can submit the bill with his claim of the quantity dredged. However, the quantity calculated and certified by the Third Party Survey Agency shall be final for payment.

The contractor should furnish proof of having paid all payments due to Employees Provident Fund and Employees State Insurance organisations along with monthly bills. 75% of the net amount of interim certificate shall be paid by the Employer within 10 days from the date of interim certificate and the balance within 30 days from the date of interim certificate.

The date on which E-payment to the contractor by the employer will be considered as the date of payment for all purposes.

Interest charges @ MCLR +2% shall be payable on delayed payments made by the Employer with respect to the due dates specified to the contractor. Excess payment made to the contractor by the employer or moneys as may be due to the employer from the contractor shall also attract similar interest charges payable by the contractor.

The Engineer may by a certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate, if the work or any part thereof is not being carried out to his satisfaction. Interim payments will be made based on interim survey based on volumetric quantities only.

57.3 Security Deposit

Security Deposit at 10% will be deducted from each running bill subject to a maximum accumulation of 5% of the contract price. The EMD remitted by the Contractor in the form of RTGS/NEFT shall be adjusted against the Security Deposit. The Security Deposit shall be refunded within 30 days after the issue of Defects Liability Certificate under clause 59.1. The amount stated above will not bear any interest.

57.4. Correction of Certificates

The Engineer may by any Interim Certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Certificate.

57.5. Statement at Completion

Not later than 90 days after the issue of the Taking-Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer a Statement at completion with supporting documents showing in detail, in the form approved by the Engineer,

- a) The final value of all Work done in accordance with the Contract up to the date stated in such Taking-Over Certificate
- b) An estimate of amounts which the Contractor considers will become due to him under the Contract.

The estimated amounts shall be shown separately in such Statement at Completion. The Engineer shall certify payment in accordance with Sub-Clause - 57.2.

57.6. Final Statement

Not later than 60 days after the issue of the Defects Liability Certificate pursuant to Sub-Clause - 59.1, the Contractor shall submit to the Engineer for consideration a draft final statement with supporting documents showing in detail, in the form approved by the Engineer,

- a) The value of all Work done in accordance with the Contract and
- b) Any further sums which the Contractor considers to be due to him under the Contract.

If the Engineer disagrees with or cannot verify any part of the draft final

statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed (for the purposes of these conditions referred to as the "Final Statement").

57.7. Discharge

Upon submission of the Final Statement, the Contractor shall give to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Certificate issued pursuant to Sub-Clause - 57.8, has been made and the performance security referred to in Sub-Clause - 10.1, if any, has been returned to the Contractor.

57.8. Within 30 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the Contractor a Final Certificate stating;

- a) the amount which, in the opinion of the Engineer, is finally due under the Contract, and
- b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract, other than Clause - 46, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

57.9. Cessation of Employer's Liability

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Statement and (except in respect of matters or things arising after the issue of the Taking-over Certificate in respect of the whole of the Works) in the statement at Completion referred to in Sub-Clause - 57.5.

57.10. Time for Payment

The amount due to the Contractor under any interim Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause — 46, be paid to the Contractor as per Sub — Clause — 57.2, after such Interim Certificate has been delivered or in the case of the Final Certificate referred to in Sub — Clause — 57.8, within 30 days, after such Final Certificate has been delivered.

57.11. Currency Mode of Payment

The Contractor shall quote for all respective items in Indian currency as indicated in Bill of Quantities. All payment to the contractor under the contract shall be made to the contractor in Indian Currency through Electronic Mode.

57.12. E-Payment: Payment of Contractor's Bills through Banks

The payments to the contractor against the recommendation of Engineer / departmental officers on the bills of the contractor will be made through E mode to the account details furnished by the contractor vide Annexure C.

58. APPROVAL ONLY BY DEFECTS LIABILITY CERTIFICATE

Only the Defects Liability Certificate, referred to in Clause — 59.1, shall be deemed to constitute approval of the Works.

59.1. DEFECTS LIABILITY CERTIFICATE

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction.

59.2. Unfulfilled Obligations

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time, such Defects Liability is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

60.0. Defaults and Termination of the Contract

60.1. Default of Contractor

If the Contractor is deemed, by law, unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to carry out the Contract under a committee of inspection of his Creditors, or if a Receiver, Administrator, Authorityee or Liquidator is appointed over any substantial part of his assets, or if, under any Law or Regulation relating to reorganisation, arrangement or readjustment of

debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub-Clause - 3.1, or has an execution levied on his goods, or if the Engineer certifies to the Employer with a copy to the Contractor, that, in his opinion, the Contractor ;

- a) has repudiated the Contract,
or
- b) without reasonable excuse has failed
 - i) to commence the Works in accordance with Clause - 40
or
 - ii) to proceed with the Works, or any Section thereof, within 30 days after receiving notice pursuant to Clause - 45
or
- c) despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract or
- d) has contravened Sub-Clause – 4.1,

then the Employer may, after giving 30 days' notice to the Contractor, enter upon the Site and the Works and terminate the employment of the Contractor without thereby releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and authorities conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other Contractor to complete the Works. The Employer or such other Contractor, may use for such completion, so much of the Contractor's Equipment, Temporary Works and materials as he or they may think proper.

60.2. Default of Employer

In the event of the Employer -

- a) Failing to pay to the Contractor the amount due under any certificate of the Engineer within 28 days after the expiry of the time stated in Sub-Clause 57.2, within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract.
- b) becoming Bankrupt or, being a company , going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or

- c) giving notice to the Contractor that for unforeseen economic reasons it is impossible for him to continue to meet his contractual obligations, the Contractor shall be entitled to terminate his employment under the contract by giving notice to the Employer. Such termination shall take effect 14 days after giving of the notice.
- d) In the event of such termination the Contractor shall be entitled to receive the following payments:
 - (i) The amounts payable for any Works carried out upto the date of termination.
 - (ii) The demobilization fee as stated in the bill of quantities.
- e) In such event the Employer shall immediately return to the Contractor, the Performance Security and the Security Deposit, subject to recovery of dues if any to be collected.

60.3. Valuation at Date of Termination

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

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

60.4. Payment after Termination

If the Employer terminates the Contractor's employment under this Clause, he shall not be liable to pay to the Contractor any further amount (including damages) in respect of the Contract until the expiration of the Defects Liability Period and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum (if any) as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the

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

60.5. Assignment of Benefit of Agreement

Unless prohibited by Law, the Contractor shall, if so instructed by the Engineer within 15 days of such entry and termination referred to in Sub-Clause - 60.1, assign to the Employer the benefit of any agreement for the supply of any goods or materials or services and / or for the execution of any Work for the purposes of the Contract, which the Contractor may have entered into.

61. URGENT REMEDIAL WORK

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Works, or any part thereof, either during the execution of the Works, or during the Defects Liability Period, any remedial or other Work is, in the opinion of the Engineer, urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such Work, the Employer shall be entitled to employ and pay other persons to carry out such Work as the Engineer may consider necessary. If the Work or repair so done by the Employer is Work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any moneys due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly. Provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.

62.0. NOTICE

62.1. Notice to Contractor

All certificates, notices or instructions to be given to the Contractor by the Engineer under the terms of the Contract shall be sent by mail, post, cable, telex, fax or facsimile transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose and/or the local office at Site of work.

62.2. Notice to Employer and Engineer

Any notice to be given to the Employer or to the Engineer under terms of the Contract shall be sent by post or left at their following address:

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

62.3. Change of Address

Either party may change a nominated address to another address in the country where the Works are being executed by prior notice to the other party, with a copy to the Engineer, and the Engineer may do so by prior notice to both parties.

63. Foreign Taxation

The price bid by the contractor shall include all taxes, duties, and other charges imposed outside the employer's country on the production, manufacture, sale and transport of contractor's equipment, and supplies to be used on or furnished under the contract, and on the services performed under the contract.

63.1. Taxation

The price bid by the contractor shall include all customs duties, import duties, business taxes, and income and other taxes duties, levies, royalties, etc. that may be levied in accordance with the laws and regulations in the Employer's country on to the last date for submission of the tender, on the Contractors equipment and supplies (temporary and consumables) acquired for the purpose of the contract and on the services performed under the contract. Nothing in the contract shall relieve the contractor from his responsibility to pay any tax that may be levied in the Employer's country on profits made by him in respect of the contract.

The Contractor's staff and labour will be liable to pay personal income taxes in the employer's country in respect of such of the salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

The contractor shall obtain all relevant information regarding procedures for the import and export of his equipment and materials from the Chief Controller of Imports and Exports, and the Ministry of Port's, Shipping & Waterways, New Delhi and shall have informed himself on the details of customs charges and drawback regulations applicable to items of equipment. The Contractor shall provide the necessary guarantee bonds where these are required by Customs Authority.

New direct taxes or increase in tax rates (other than Income Tax, Customs duties, Import duties, additional / counter veiling duties etc.,) commencing from 14 days prior to the date for submission of bids will be reimbursed by the Employer subject to production of documentary evidence of remittance of the said new taxes or increase in tax rates to the Departments concerned. The benefit on account of withdrawal of taxes or decrease in rate of existing taxes mentioned above will be passed on to the Employer.

Any new Taxes if to be payable by VOCPA as per rules if applicable shall be reimbursed on production of documentary evidence/adherence for the relevant rules, Terms and Conditions of the said Act.

64. INCOME TAX

The Contractor and his staff shall be responsible for payment of all personal income taxes or any other taxes to the concerned authorities as per the law in force in India from time to time.

Deduction of Income Tax shall be made by the Employer from each Certificate of Payment to the Contractor at the rates specified by the Central Government under the provisions of IT Act, 1961 or the authority concerned from time to time, on the gross amount of the Contractor's Bill for payment.

65. GOODS & SERVICE TAX

Goods & Service Tax as per the rates ruling at the time of raising of bills by the Port for water, electricity, telephone and other services rendered by the Port shall be deducted from the Work Bills. The Goods & Service Tax on dredging work if any will be reimbursed on reimbursement of GSTR2A of Port.

66. NOISE AND DISTURBANCE

All Works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the Work and from and against all claims demands proceedings damages costs charges and expenses whatsoever in regard or in relation to such liability. Subject and without prejudice to any of the provisions of the contract, the contractor shall take all reasonable precautions and the like to prevent pollution of the water so as to affect adversely a quality or appearance thereof.

67. ENVIRONMENT AND POLLUTION

V.O.Chidambaranar Port has a stringent Environmental Monitoring system conforming to ISO 14001 : 2015. Therefore, the Contractor shall take all reasonable precautions that -

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

68.1. Watching and Lighting

The Contractor at his own cost shall make such provisions for lighting of dredge and reclamation areas including pipelines, Temporary Works, Materials and Plant, whether on shore or afloat, and shall provide all such marks and lights as may be required by the Employer or the Engineer or any other authority having jurisdiction over the Site together with all labour, stores and services required for

their efficient working and use at any time, day or night, and all marks by floats, buoys, etc., as required for the proper indication of submerged work and of moorings for his vessels.

68.2. The Contractor shall also provide at his own cost every description of watching and maintenance required in connection with the foregoing, and all other services for protecting and securing all places dangerous whether to Contractor's workmen or to other persons until the Works are handed over to the Employer, or till such time when the Engineer decides that such services are no longer required.

68.3. All lights provided by the Contractor shall be placed or screened such as not to interfere with any navigation lights or with any traffic or signal lights of any local or other authority.

69. SAFETY CODE

The Contractor shall scrupulously adhere to and observe the following safety codes:

Hoisting machines and tackles used in the works including their attachments, anchorage and supports shall be in perfect condition as per stipulations of the relevant Rules. The ropes used in hoisting or lowering materials or as means or suspension shall be of durable quality and adequate strength and free from defects.

Workers employed shall be provided with protective footwear and rubber hand gloves and other gears. Those engaged in welding work shall be provided with welder's protective eye shield and gloves.

No paint containing lead or lead products shall be used except in the form of paste or ready-made paint. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped. Necessary and adequate facilities shall be provided by the Contractor to enable the working painters to wash during the period of cessation of work.

All Safety Rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant Rules.

70. LIFE SAVING APPLIANCES AND FIRST AID

The Contractor shall provide and maintain upon the works sufficient proper and efficient life saving appliances and first aid equipment to the approval of the Engineer and as may be required statutorily. The appliances and equipment shall be available for use at all times.

71. DIVING OPERATIONS

Any diving work shall be carried out in accordance with the Diving Operations Regulations of the Government of India.

Before any diving work is undertaken the Contractor shall supply the Engineer or his representative with two copies of the Code of signals to be employed and is to have a copy of such Code prominently displayed on the craft or structure from which the operations take place.

72. SITE PROTECTED AREA

Admission into the Harbour is regulated by pass and the contractor shall get passes required on payment of fees as levied by the Port from time to time as per Scale of Rates for labour / staff for entry into Harbour for his work. Failure to return all the passes will entail a penalty of Rs. 100/- per pass plus surcharges as may be levied by the Board from time to time.

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

No License fee will be collected for the entry of construction equipments Dredgers, floating crafts, survey vessels, barges, pontoons, auxiliary equipments etc., to be stationed in the work spot to be certified by the Engineer.

73. CUSTOMS AND SECURITY REQUIREMENTS

The Contractor shall comply with all the regulations imposed by the customs and Port security Authorities in respect of the passage of plant, vehicles, materials and personnel through custom barriers.

No photographs of the works or any part thereof or plant deployed thereon shall be taken or permitted by the Contractor to be taken by any of his or sub Contractor's employees without the approval of the Engineer and no such photographs shall be published or otherwise circulated without the approval of the Engineer, except for what is stated in Clause Nos. 21 & 22 under Section — III.

74. USE OF EXPLOSIVES

This clause is deleted.

75. REMOVAL OF CRAFT OR PLANT WHICH HAS SUNK

The Contractor shall forthwith and with despatch at his own cost raise and remove any craft or plant (floating or otherwise) belonging to him or to any sub-

Contractor employed by him (including also any plant which is held by the Contractor or any Sub-Contractor under agreement for Hire or Hire-Purchase) which may be sunk in the course of Dredging and Reclamation or otherwise deal with the same as the Engineer may direct or until the same shall be raised and removed, the Contractor shall set all such buoys and display at night such lights and do all such things for the safety of navigation as may be required by the Engineer or by Employer. In the event of the Contractor not carrying out his obligation imposed upon him by this Clause the Employer may provide buoy and light such sunken craft or plant and raise and remove the same (without prejudice to the right of the Employer to hold the Contractor liable under General Conditions Clause - 20.1 and 22.1 hereof) and the Contractor shall refund to the Employer all costs incurred in connection therewith.

76. CONTRACTOR'S TEMPORARY MOORINGS

Should the Contractor need, in connection with implementing the works, to provide temporary moorings for his craft he may be allowed to do so in location and manner approved by the Engineer subject to all necessary permissions being first obtained by the Contractor from the authorities concerned. The Contractor shall not lay his temporary moorings so as to interfere with the movement of fishing and other crafts and such moorings shall be removed if and when required by the Engineer.

77. PORT AUTHORITY RULES

77.1. The Contractor shall observe the conservancy rules relating to the Harbour and shall always take such necessary additional steps to keep the Harbour waters free of noxious or unhygienic matters coming from his works as are required by the Engineer. Under no circumstances shall inflammable materials be allowed to spill into the Harbour waters.

77.2. The Contractor shall always observe and comply with the working Rules and Regulations of the Port Authority in force or as issued from time to time.

78. CONTRACTOR'S TEMPORARY WORKS, OFFICE, ETC.

The Contractor shall submit to the Engineer for his approval not less than 30 days before commencement of erection of any part of temporary works, drawings and detailed proposals for the method of construction of temporary works such as office, store, false work and temporary platforms, workshop, etc. which he intends to construct for the execution of the Contract and no such work shall be constructed before obtaining the written approval of the Chief Engineer.

The Contractor shall obtain permission for any temporary works and would ensure that during execution of works the statutory requirements of the concerned authorities would be complied with.

79. SUBMISSION OF REPORTS RETURNS ETC.

All reports, statements, returns, drawings, diagrams, etc. which the Contractor is required to submit to the Engineer during the progress of the Works, shall be furnished in triplicate without any additional cost.

80. DETAILS TO BE CONFIDENTIAL, DRAWINGS AND PHOTOGRAPHS

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purpose thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Engineer.

No photograph of the Works or any part thereof or plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his Sub-Contractors unless otherwise specifically mentioned in the Contract without the approval of the Engineer.

81. BRIBES

If the Contractor or any of his Sub-Contractors, agents or servants offers to give or agrees to offer or give to any person, any bribe, gift, gratuity or commission or an inducement or reward for doing or forbearing to do any action in relation to the Contract or any other Contract with the Employer or for showing a forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Employer, then the Employer may enter upon the Site and works and terminate the employment of the Contractor and the provisions of Clause - 60 hereof shall apply as if such entry and termination has been made pursuant to that Clause.

82. JOINT AND SEVERAL LIABILITY

If the Contractor is a Joint Venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the Joint Venture. The composition or constitution of Joint Venture shall not be altered without the prior consent of the Employer.

83.0. WATER AND POWER SUPPLY FOR DREDGING WORKS

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

83.1. Water Supply

The Contractor shall make his own arrangements for drawal of water required for the work including cost of all materials and conveyance to the site of work and nothing extra will be paid for the same. However, water required for the execution of work and for drinking purpose may be supplied to the Contractor subject to availability and at the discretion of the Engineer of the work from the nearest existing Departmental point of supply and cost will be recovered from the Contractor at Rs.100.00 (Rupees seventy only) per Kilo Litre of water supplied. The above water charges is subject to revision from time to time by Tamil Nadu Water Supply and Drainage Board (TWAD Board) and thereon by VOC Port. The Contractor shall make his own arrangements to draw water required for the work including cost of all materials and conveyance to the site of work and nothing extra will be paid for the same. The Contractor should fix the water meter at his cost at places required for him. water shall be drawn through the meter only. If the Contractor fails to fix the water meter or if the water meter goes out of order, water charges shall be recovered at 1% of the value of the work done during that period.

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

83.2. Power Supply

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

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

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

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

be responsible for the details.

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

Current consumption charges consumed by the Contractor including meter rent if any will be recovered based on applicable tariff from time to time whenever TNEB revises the tariff.

83.3. Telecommunication

The contractor shall arrange / provide and install suitable adequate and sufficient means of communication for the use of the Employer and his representatives and the Contract and their representatives on the site. The contractor shall similarly arrange and provide suitable, adequate and sufficient means of communication between dredgers, survey vessels, site offices and the Administrative Office (Chief Engineer). Adequate numbers of Walkie-talkie sets are to be provided for key personnel to be contacted on VHF channel.

83.4. Service Boat

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

83.5. Other Facilities – Site Office, Temporary Repair Workshop, Berths, etc.

Suitable area of about 10,000 Sq.m can be allotted to the contractor free of cost for the purpose of temporary repair workshop including site office and keeping machinery parts etc. The area may be allotted inside or outside the port security wall subject to availability where required space is available in one or two places. If additional area of more than 10,000 Sq.m is required, it may charged as per prevailing Port's scale of rate according to availability. However, the required buildings shall be constructed as temporary structure by the Contractor at his cost which shall be removed on completion of the work; otherwise, the same shall be removed by Port at the cost of contractor. No person / worker will be allowed to stay in Port area inside the Port security wall.

For any repairs to the dredger, a Berth can be made available on payment of necessary Berth Hire Charges for a limited period subject to the availability of berth while the traffic takes precedence. For bunkering of dredger, a berth can be

made available on non payment basis for two days in a month. For further period of dredger for bunkering in a month, it will be chargeable.

The contractor may berth the supporting vessels, Tugs, launches in the space available in the proposed dredging area without affecting the movement of Port's craft/ship without any charges.

83.6. Pilotage

Free pilotage will be provided to the Contractor for their dredger during the entry of dredger into the Port to commence the dredging operation and while exit from the Port after completion of the work.

84. First Right of Refusal

First preference will be granted to the dredgers built in India under Make in India concept availing subsidy.

With regard to participation of Indian tenderer(s), the Indian firm /companies owning Indian flag dredgers including Dredging Corporation of India Ltd. shall have right of first refusal before the contract is given to any foreign company only if the bid of the Indian company is within 10% of the lowest technically qualified and they shall have to undertake the work by entering into a contract with VOCPA exactly similar to the contract which would have been entered into with the lowest tenderer i.e. the contract shall be on a commercial format. If more than one Indian company/ firms owning Indian Flag Dredgers including Dredging Corporation of India Ltd. participate in the tender, the right of first refusal will go to that Indian company which has quoted the lowest and is within 20% of the lowest technically qualified offer subject to obtaining security clearance. If an Indian flag vessel is not available, then "Indian controlled ships" shall be accorded higher priority in the Right of First refusal than Non-Indian Flag Vessels.

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

If Bidder, an Indian subsidiary / company of a foreign company is qualifying for bidding based on the qualifications of its Parent Firm, the bidder will not be

eligible for the right of first refusal under this clause even if all the dredgers belong to the bidder are Indian Flag / Indian Controlled ships. In case the lowest tender is from an Indian company, the contract will be awarded to the Indian company without first right of refusal to Dredging Corporation of India Ltd. even if it is within 10% of the lowest technically qualified.

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

In case the contract is awarded to an Indian tenderer through the process of exercising the first right of refusal and the work is executed by such tenderer by deploying foreign flag vessel, it shall call for penalty of Indian Rupees 1,500,000/- per day for the first 10 days and Indian Rupees 2,000,000/- per day for the next twenty days, to the employer. In case the deployment of foreign flag dredger extends for more than 30 days during the period of the contract, the Employer reserves the right to call for termination of the contract. The Employer and/ or Government of India through Ministry of Ports Shipping and Waterways reserves the right to assign, in public interest, any contract for dredging work in any of the major ports to Dredging Corporation of India Ltd. on nomination.

DREDGING THE DOCK BASIN IN FRONT OF NORTH CARGO BERTH III TO (-)15.10M FOR HANDLING OF VESSELS UP TO 14.20M DRAUGHT AT V.O.CHIDAMBARANAR PORT SECTION - III

GENERAL INFORMATION & PARTICULARS SPECIFICATION

1. BACKGROUND

V.O.Chidambaranar Port, fast growing Port situated on the South East coast of India adjoining the Gulf of Mannar at 8°47" 30" N, and 78°12" 15" E is one of the twelve Major Port of India. The V.O.Chidambaranar Port Authority was declared as a Major Port by the Government of India in July, 1974. The Port has two operational wings viz. Zone "A" comprising the new port and Zone "B" constituting the old anchorage port, situated about 9 km away from the new port. Presently, Zone "A" has Sixteen cargo berths including thirteen alongside berths, one oil jetty and two coal jetties. Zone "B" has only three berths, including one north coal wharf, one sheet pile wharf and one RCC jetty.

The present cargo handling capacity of V.O.Chidambaranar Port is 69.30 Million Tonnes. Port handled 38.04 Million Tonnes of cargo during the year 2022-23. The Port is in process of development Of North Cargo Berth III (NCB III) as a deep draught bulk berth. The berth has been constructed with a size of 306m x 22.90m. The existing depth available in front of the basin of NCB III varies from (-) 5m to (-) 6m. Hence, dredging in front of NCB III needs to be carried out to (-) 15.10m CD to handle Vessels up to 14.20m draught. The approximate volume of dredging is 5,80,245 Cum. The dredged materials to be generated from the above proposed dredging locations will be utilized for reclamation. The proposed location of reclamation is North of Cooling water channel. The drawing showing the proposed dredging area and reclamation area are enclosed **as Annexure II, III & IV.**

2.0. ENVIRONMENTAL CONDITIONS

2.1. Atmospheric Pressure

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

2.2. Temperature

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

2.3 Relative Humidity

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

2.4 Rain fall

Tuticorin experiences rain from both South-west and North-East monsoons. The major quantum of spell occurs over the period from September to March. The average annual rainfall observed over a period of 37 years is about 610 mm. However; V.O.Chidambaranar Port received the highest rainfall of about 1100 mm in 1997 which was not witnessed in the past 50 years.

2.5 Wind

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

2.5.1 Deep Sea

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

2.5.2. Shore

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

2.6. Cyclone

Cyclones may occur during the North-East monsoon. Occurrence of cyclone at Tuticorin is not frequent. However, this Port experienced a direct hit of a cyclone during November, 1992. The highest wind speed recorded during the cyclone time was 113 km / hour from ESE direction. The Port also experienced during

December, 2000 the shadow of a cyclone which crossed near Tuticorin, during which the maximum wave height recorded by the Data Buoy of NIOT placed off Tuticorin was 3.00 meter.

2.7. Wave

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

1. The peak wave heights are observed during the mid of May and August of the order of 2.2 m and during December of the order of 1.5 m.
2. The peak wave period is 9 s with the wave approaching from South of South East.
3. The Peak wave heights of 1.75 m and 2.25 m are observed from the waves approaching from East and South directions respectively.
4. The wave directions vary from about 45 ° (North east) to 225 ° (South West).

Table -1 Frequency analysis of Wave Height

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

Table – 2 Frequency analysis of Wave Period

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

Table – 3 Frequency analysis of Wave Direction from North

Wave Direction (°) Range	No. of Occurrences	% of Occurrences
<10	1	0.0
10-30	5	0.2
30-50	32	1.1
50-70	171	6.0
70-90	343	12.1
90-110	249	8.8
110-130	187	6.6
130-150	246	8.7
150-170	863	30.4
170-190	571	20.1
190-210	138	4.9
210-230	28	1.0
230-250	5	0.2
250-270	1	0.0
>270	0	0.0

2.8 Currents

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

2.9 Tide

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

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

3.0 Geological / Soil Information

The general features of geological conditions of Port are indicated below.

1. Shore area is of very fine sand except for a thin layer of about 2 m of limestone occurring around – 6 to -7 m below CD.
2. Flat and Low with levels varying + 1.2 m to + 1.7 m.
3. GWL varies between 0.6 m to 1.2 m below ground level.
4. Water is saline in most areas.
5. Sea bed is shallow with depth of – 1 m below CD at 480 m and -10 m below CD at 3000 m from shoreline.
6. The existing basin covering areas in front of berths 8, 9, NCB-I & II, Coal & Oil jetties has already been dredged to an average depth of -14.10m and the approach channel to a width of 230m and for a length of 3850m has already been dredged to a depth of (-)14.70m below Chart Datum by using Cutter Suction Dredger.

During 2018 Bore hole investigation was carried out in the proposed dredging area.

The contractor may plan for execution of work taking into consideration above sub soil investigations. The port will not entertain any request for additional claim on account of different strata encountered or more hard rock encountered during dredging work. The quoted rate is inclusive of the likely fluctuations of rock strength likely to be encountered.

4.0 Description of the works

The Port is in process of development of North Cargo Berth III (NCB III) as a deep draught bulk berth. The berth has been constructed with a size of 306m x 22.90m. The existing depth available in front of the basin of NCB III varies from (-) 5m to (-) 6m. Hence, dredging in front of NCB III needs to be carried out to (-) 15.10m CD to handle Vessels up to 14.20m draught.. The approximate volume of dredging for the above said area is 5,80,245 Cum. The dredged materials to be generated from the above proposed dredging locations shall be reclaimed at North of Cooling Water Channel. The drawings showing the proposed dredging area and reclamation area are enclosed.

5.0 Reclamation

The methodology of dredging and the equipments proposed to be used for dredging shall be such that gives least disturbance to the adjacent areas and the recovery of the dredged soil shall be so controlled as not to affect the nearby environment. The dredged material is required to be pumped directly through pipelines / barges (if required) and conveyed to the dumping spot. The laying of the pipelines whether submerged or floating shall take into effect of the working in the harbour basin and the ship movements thereon, and at no time, the Port operations shall be hampered due to the carriage of the dredged materials from the dredged location to the dumping location. The alignment of pipeline shall be got prior approval of Engineer. The equipment used for reclamation and the arrangements for the overflow of the water that would be pumped along with the dredged material shall be such that the area in the vicinity is not environmentally disturbed in terms of water and air pollution. The reclamation dyke for filling the dredged material is provided with geo-fabric filter system.

No offshore disposal is permitted without approval of Employer. The dredged materials will be dumped in the designated dumping area. The tenderer has to

plan for laying disposal pipeline without disturbance to operation of Port. The average approximate distance of reclamation area is 1 Km (approx) from the proposed dredging location.

6.0 Envisaged working condition

The dredging in the harbour basin where the area is required / utilised for ship manoeuvring within the harbour, can be done taking into consideration the ship movements of the day in particular and the Tenderer may suggest a suitable time for shipping in the methodology proposed by him.

For dredging in the areas adjacent to the dredging location, the Tenderer shall give the total number of days required for the dredging including placing of the barge & removal and removal of pipe lines if any, so that the down time / non-operational time of the nearby berths can be pre-assessed.

The methodology and the equipments proposed in tender stage shall strictly be adhered to and utilised in the actual dredging by successful Tenderer and any alternatives that are required or may be suggested shall be put forth in the methodology & equipment requirements.

7. DRAWINGS

The following drawings shall form part of the contract -

- a) Index plan
- b) Drawing showing proposed dredging area & dumping locations
- c) Any other drawings issued by the Employer.

8.0. DIMENSION, LEVELS, DISCREPANCIES IN DRAWINGS ETC.

All dimensions and levels shown on the drawings shall be verified by the Contractor on Site. Figured dimensions are in all cases to be accepted in preference to scaled sizes. In case of missing dimensions the scaled dimensions may be used with the approval of the Engineer. In the event of any discrepancy between the description in the Bill of Quantities, specification and the drawings, the same should be referred to the Engineer and his decision shall prevail.

Boundary of dredging is to be physically marked on site with reference to Tender drawings issued by the Engineer Prior to carrying out the dredging work and removing / disturbing existing buoys, temporary buoys are to be located / installed in the positions approved by Port Authorities. After completion of dredging works all buoys are to be repositioned and their transit bearings and distance with respect to fixed objects are to be shown on a drawing.

9.0. NOTICE OF OPERATIONS

The Contractor shall not carry out any operation without the consent in writing of the Engineer. As the site is a part of operating Port, reasonable notice shall be given by the Contractor to the Engineer in advance.

10. ASSISTANCE FOR ENGINEER

The contractor shall provide the Engineer at all times during the contract period sufficient and qualified personnel to assist the Engineer in his duties to carry out or check any work and / or measurement of works. The Contractor shall render such assistance with facilities, labour, motor vehicles, boats and materials as at any time may be required by the Engineer's Representative directly or indirectly, in connection with the works. The costs of such assistance shall be borne by the contractor. The contractor is also to provide with necessary survey instruments, communication instruments, computers and any gadgets, ladders, gangways, survey launch etc. as directed for inspection or measurement of the works by the Engineer. The assistance to the Engineer's Representative includes, but not limited to the items in the following clauses.

11. SAFETY OF ADJACENT STRUCTURES OF WORKS

In pursuance of the Conditions of Contract, the Contractor or his representative shall provide and erect to the approval of the Engineer such supports as may be required to protect efficiently all structures or works in the vicinity of working area or otherwise take such permanent measures to protect the structures or works. Any damage to the structures, shall be made good by the Contractor without delay as directed by the Engineer at his cost or the cost of the damages will be recovered from the Contractor's works bill or any money due to them.

12. EXPATRIATE PERSONNEL

The Contractor shall make his own arrangement to obtain immigration or any other approval required for his expatriate personnel, if required.

13. TEMPORARY WORKS

Before any Temporary Works are commenced the Contractor shall submit at least 15 days in advance to the Engineer for approval, complete drawings of all Temporary Works he may require for the execution of the Works. The Contractor shall also submit his calculations relating to strength, if required by the Engineer and shall carry out the modifications that the Engineer may require in accordance with the Conditions of Contract at his (Contractor's) own cost. The Contractor shall be solely responsible for the technical adequacy and safety and quality of all Temporary Works and unfinished Dredging Works. The Contractor shall obtain necessary sea worthiness certificate from the competent authority. The contractor should submit the same before deployment of equipment / barges, craft, etc.

14. TEMPORARY SERVICES

The contractor shall provide and maintain all temporary services required at site for the execution of the works and remove them on completion of work

15. SHIPMENT AND LANDING CHARGES CUSTOMS DUTY ETC.

The Contractor shall bear all expenses in connection with the shipment and landing of any plant, materials or other things imported or brought for the purpose of the Contract. The rates quoted by the Contractor shall also include the cost of Customs duties on any plant, materials or things imported into by him for the Contract whether for Dredging or Temporary Works.

16. UNAUTHORISED PERSONS

No unauthorised persons are to be allowed on the Site. The Contractor shall take steps to prevent trespass and prevent unauthorised persons from entering and / or being on the Site. All the personnel will be required to wear their security passes as per requirements of local or Port authorities. Access shall be limited to the area they are working in and allowed by local or Port authorities. Such passes shall be arranged sufficiently in advance both for men as well as vehicles and shall be renewed as and when required. Non-availability of passes or personnel to carry out the job within the stipulated time period shall not be considered as a plea for extension of time or extra cost.

17. FIRE FIGHTING ARRANGEMENTS

- a) The Contractor shall provide suitable arrangements for fire fighting in the plant and equipments. For this purpose, he shall provide requisite number of fire-extinguishers and adequate number of buckets, some of which are to be always filled with sand and some with water. These equipment shall be provided at prominent and easily assessable places as directed by the Engineer and shall be properly maintained.
- b) The Contractor may be subjected to periodic fire prevention inspections by local fire prevention authorities or Port's Fire Department. Deficiency or unsafe condition shall be corrected at the cost of the Contractor with the approval of the Engineer / Port's Fire Department.

These fire prevention inspections will include but are not limited to the following:

- i) Proper handling, storage and disposal of combustible materials, liquids and wastes.

- ii) Work operations which can create fire hazards.
 - iii) Access to fire fighting equipment.
 - iv) Type, size, number and location of fire extinguishers or other fire fighting equipment.
 - v) Inspection and maintenance of records for extinguishers.
 - vi) Type, number and location of containers for the removal of surplus materials and rubbish.
 - (vii) General house-keeping.
- c) While carrying out alteration works inside the Port area, the Contractor shall isolate the zone under his occupation in consultation with the Fire Department. Smoke from welding, etc., should be kept to minimum to ensure that false alarms are not raised.
 - d) Welding / hot works in close proximity of Oil Jetty during discharge of POL and other inflammable liquid cargo is prohibited and the fire safety regulations of the Port shall be strictly followed.

18. FIRST AID FACILITIES

The Contractor shall provide and maintain upon the Work sufficient proper and efficient life saving appliances and first aid equipment to the approval of the Engineer and in accordance with the requirements of International Labour Organisation (I.L.O.) Convention No. 62. The appliances and equipment shall be available for use at all times. For work carried out within the dock area or in the vicinity of any wharf or quay, the Contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961. The Contractor's particular attention is drawn to Clause - 42 of the above said Regulation in respect of erection and maintenance of staging. Contractor shall indemnify the Port from the cases booked by the Labour Enforcement Officer (L.E.O.) for his negligence.

19. SITE BOOKS

For the purpose of quick communication between the Engineer and the Contractor, Site Books shall be maintained at Site in the manner as described below:

Any communication, relating to the Works may be conveyed through records in the Site Books, such as communication from one party to the other shall be

deemed to have been adequately served in terms of Clause - 62 Section II of the Conditions of Contract. Each Site Book shall have machine-numbered pages in triplicate and shall be carefully maintained and preserved by the Contractor and shall be kept in the office of the Engineer. Any instruction or order which the Engineer may like to issue to the Contractor may be recorded by him in the Site Book and two copies thereof taken by him for his record.

20. PROGRESS PHOTOGRAPHS

The contractor shall arrange to take progress photographs regularly at his cost; the positions from which the photographs are to be taken and periodicity may be directed by the Engineer. The Contractor shall submit on monthly basis minimum six sets colour photographs (size 15 cm x 10 cm) each set containing 36 photographs in albums and CDs / DVDs as required. Beside this, two sets each of A-4 size enlargement shall also be submitted to the Engineer. Prints shall not be reproduced without the approval of the Engineer.

21. COMPLETION PHOTOGRAPHS, VIDEO FILM, SLIDES ETC.

On completion of the works, the Contractor shall arrange to take completion photographs and CDs/ DVDs by a competent and professional photographer to be approved by the Engineer and shall submit a minimum of 20 Nos. of different shots of coloured photographs of 25 cm x 20 cm size enlargements in album and one copy of CDs/ DVDs to the Engineer for record at no extra cost to the Employer.

The Contractor shall also arrange to produce the photographs in slides as directed by the Engineer ; a video programme of about 30 minutes duration shall be arranged to be taken covering the main features of the project from time to time and two copies of the film shall be submitted to the Engineer at the end of Contract.

22. CONSTRUCTION RECORDS

The Contractor shall keep and supply to Engineer full and accurate records of the dimensions and positions of all new Work and any other information necessary for the Engineer to be able to prepare completion drawings, recording details of the Work as constructed.

23. CONTRACT SUPERSEDES PREVIOUS DOCUMENTS

The Contractor shall have no right to any increase in the sums payable to him or any other right whatsoever by reasons of any Representative's explanation or statement or alleged representation, explanation or statement made or by any reason of any information, promise or guarantee given or alleged to have been given to him by any person (whether in the employment of the Engineer or not)

before the date of the Contract embodies the whole arrangement between the parties with reference to the Contract hereby constituted and all previous correspondences, negotiation, representations, explanation, statements, promises or guarantees whether oral or written shall be excluded unless incorporated in the Contract.

24. TEMPORARY FENCING

The Contractor shall provide and maintain temporary fencing both fixed and movable type and gates to adequately enclose all boundaries of the site / site office / site workshop, site stores, etc., for the protection of the public and for the proper execution of the works including all costs incurred for the security of the works and in accordance with the requirements of the Engineer and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion. All expenses in this connection shall be borne by the Contractor.

25. TEMPORARY ACCESS

Access shall be provided to the Site by the Contractor from the main road at no extra cost as directed by the Engineer. The Contractor shall be responsible for proper maintenance of this access road and take all care to see that the existing services if any are maintained in working order.

The Contractor shall provide temporary access / approach if necessary, otherwise shall maintain the existing roads being used by him.

26. LICENSES, PERMITS, ETC.

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

27. EXISTING SERVICES

The Contractor's attention is drawn to the possibility that there might be existing underground or overhead services & service line inside and around the Port areas (i.e.,) within the site of the proposed works. It is the Contractor's responsibility to work cautiously and carefully so that these are not damaged. Any damage to the services shall be repaired and restored immediately as directed by the Engineer without any extra cost. The Contractor is required to ascertain and allow in his cost for any re-routing of the services that may be necessary for the due execution of the Contract and any claim resulting from his failure to do so will not be admitted.

28. STANDARDS AND SPECIFICATIONS

In this and in any other Contract Document and / or Drawings, the letters "IS" followed by a number will refer to the edition of the Indian Standard current at the time of Tendering. References to British / German / American Standards of latest revision of such Standards current at the time of Tendering shall preclude the use of materials from sources where other Standards apply.

Should materials complying with British / German / American or other equivalent standards not be available for the purposes of this Contract, then the Contractor shall be deemed to have allowed, in his Tender for using those materials which are both available and most nearly comply with the above standards.

The Contractor shall keep the following at the Site office:

- a) Manufacturer's literature in English version relating to all the products to be used in the works.
- b) Standards and codes mentioned in the Specifications or as required by the Engineer.

29. DISPOSAL OF REFUSE ETC.

- a) The Contractor shall cart away from Site debris refuse etc. arising from the Works to approved places for final disposal
- b) It is the responsibility of the Contractor to obtain a clearance certificate, if any, required from the Port authority to the effect that all rubbish arising out the Contractor's activities at the Dredging / construction Site or any other Site borrow pits and / or disposal area(s) has been properly disposed as per MARPOL convention and regulations of other statutory authorities.

30. DIG PERMIT

No separate Dig Permit is necessary once the Work Order was issued for dredging contract.

31. SAFETY AND SECURITY MEASURES

- a) The method of Dredging for successful completion of Work shall be at the sole discretion of the Contractor. The Contractor shall take all preventive and precautionary measures to ensure complete safety of all Site personnel, inhabitants of the buildings including any third party, together with all buildings on or around the site, includes. Temporary and permanent

building including adjacent building and buildings completed or partly completed by any third party, till satisfactory completion of work in respect to each existing building.

- b) The Contractor shall comply with all applicable Laws, Regulations and Standards. The Contractor shall be responsible for the co-ordination of all safety matters and shall promptly comply with any specific safety instructions given by the Engineer or by the respective authorities.
- c) When any work is performed at night or where daylight is shut off or obscured, the Contractor shall, at his cost provide appropriate lighting facilities to continue execution and permit inspection. During such periods the access to the place of Work shall also be clearly illuminated. All wiring for electric lights and power shall be installed and maintained. Security fastened in a place at all points, and shall be kept away as far as possible from telephone and signal wires. All wiring shall be subject to approval by the Engineer.
- d) The Contractor shall adequately safeguard the Site, products, materials, Plant and the Works from damage and theft.

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

In relation with this Contract the following shall be observed.

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

32. SETTING OUT & ACCURACY

- a) The Contractor shall check the levels and dimension of the Site against those shown on the drawings. He shall prepare Site layout drawings accordingly. The Contractor shall inform the Engineer of any discrepancies and obtain instruction before proceeding.
- b) The Contractor shall record details of all rigid lines, setting out stations, bench marks and profiles on the site setting out drawings.

These drawings shall be retained on Site throughout the Contract and handed over to the Engineer as and when required.

- c) The Contractor shall arrange the setting out, erection juxtaposition of components and application of finishes (working within the limits of the design and the specifications) to ensure that there is satisfactory fit at junctions and that the finished works have a well aligned, true and regular appearance of the relevant aspects of the finished Work as nearly as possible.
- d) Work which fails to meet the specified levels of accuracy shall be rectified only with the approval of the Engineer. The Contractor shall submit proposals for such rectification and meet all costs arising, including effects on other work. The Contractor shall allow for the possibility that approval will not be given, necessitating removal and replacement of the Work.
- e) The Contractor shall be responsible for establishing a position fixing system suitable for the positioning of his floating plant, survey vessel, etc.
- f) The system shall have a static accuracy of + 300 mm, or better and shall be approved by the Engineer prior to its installation. Shore stations or beacons relating to the position fixing system shall be placed in approved locations and their positions shall be surveyed into the local grid to the approval of the Engineer.
- g) Setting out of the Works shall be done by the Contractor on such dates as to permit timely commencement of the work. The Contractor shall furnish, instal and maintain all markers, buoys, shore beacons and other items necessary to define the Works and facilitate the inspection and measurement thereof. It shall be the responsibility of the Contractor to obtain all licenses, permits and permissions for the use of marine radios, walkie-talkies, radio positioning systems, for the placing of onshore, offshore and underwater beacons and marker buoys, and for giving the proper statutory notices for all maritime operators. The costs of such licenses, permits and notices are to be borne by the Contractor, and shall be deemed to be covered by the rates and prices quoted in the Tender.
- h) The setting out of the Works under Contract shall be executed by the Contractor, with the Engineer's Assistant in attendance.

33. CHECKING OF SETTING OUT

The Contractor shall provide the Engineer's Assistant with sufficient equipment, duly calibrated in the field, labour and materials to enable the Engineer's Assistant to check the Contractor's setting out, at any time the Engineer's Assistant may reasonably direct.

34. MAINTAINING UTILITY AND SERVICES

The Contractor shall not damage, close or obstruct any utility areas, roads, existing Private and Public traffic or other property until permits thereof have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operation, the Contractor shall, at his own cost, make such repairs and provide such temporary guards, lights and other signals or as necessary or required for safety and as will be acceptable to the Engineer and / or the Employer of the utility, highway, road or other property.

35. FACILITIES, ATTENDANCE ETC. ON NOMINATED SUB-CONTRACTORS

The Contractor shall allow for the provision of facilities, attendance etc., for the nominated Sub-Contractors.

These facilities, attendance etc. include :

- a) Storage facilities for Plant and equipment and products and materials ;
- b) The use of sanitary accommodation, medical and welfare facilities
- c) Watching and lighting and protection of their work as necessary.

36. LIMITATION OF OPERATIONS

The Contractor shall refrain from entering areas of the Site not allocated to him unless he obtains the written approval of the Engineer and appropriate authorities.

Should the Contractor wish to make use of any adjoining or property of offices or halls, he shall first obtain the written No Objection of the Engineer and then shall apply to the appropriate authority for permission to use the area. If such permission is granted, the Contractor may make use of the area thus permitted to use, but on completion shall clear away and make good any damage at his own expense and pay all costs and charges in connection therewith.

The Contractor shall be solely responsible for obtaining the required permits / authorisation from other agencies/ Departments for the due performance of the Contract and delay if any arising thereof shall not be quoted as reason for extension of time and consequent additional cost.

Contractor has to comply with operational procedures set forth by the Port and other Authorities as and when required at his own cost.

37. Work Programme for Areas with Restricted Access

Work to be carried out inside the sea Port shall be so programmed to ensure, that the time period required to carry out the entire activities is minimum. All advance preparations with regard to approvals, procurement of all materials, Plant,

personnel etc., shall be made to achieve the targets. This may call for working continuously or at unscheduled hours as directed and approved by the Engineer.

38. Stoppage of works

Contractor may be instructed to stop the works from time to time due to security reason, movement of ships or any other reasons as per the instruction of Port Authorities.

The contractor shall be eligible to claim idle time charges for only one Cutter Suction Dredger of minimum cutter power of 3000kW. If the contractors deploy more than one Cutter Suction Dredger, the idle time charge shall not be allowed to the additional Cutter Suction Dredger. Further, the contractor will not be eligible to claim idle time charges for other equipments such as backhoe dredger, survey vessel, support Crafts etc. The rate for idle time charge for Cutter Suction Dredger of minimum cutter power of 3000KW may be quoted in the Annexure -1 and to be enclosed only along with Bid - II.

39. SITE VISITS

The Contractor is advised to visit the Site of Works and get acquainted with the existing conditions, approach for his vehicles and equipments to the Site, movement of Plants, machinery and floating crafts, temporary mooring, Mobilization area required to be established and other facilities for handling and stacking of stones not used in reclamation, storage / cartage of explosive, temporary works required, etc. It is the responsibility of the Contractor to collect all relevant information for a competitive bid at the Tender stage and as such no consideration will be given to lack of knowledge on part of the Contractor at a later date.

40. NOISE AND DUST CONTROL

The Contractor shall take all necessary precautions in reducing noise and dust caused by Plant to minimum acceptable level by means of mufflers, silencers, screens and the like. Work liable to create dust shall be well wetted before being executed.

41. CONTRACTOR TO SUBMIT MOORING PROPOSALS

The Contractor shall submit, every week, to the Engineer a statement showing the proposals for mooring the floating crafts during the ensuing fortnight. The Contractor shall also submit for approval to the Engineer his proposals for mooring his small craft and floating Plant.

42. ACCESS TO CONTRACTOR'S VESSELS, WORKS, SURVEYING, ETC.

The Engineer shall have at all time during working hours access to the Contractor's Dredging craft, plant workshop etc., and shall have the right to call for and obtain any information regarding the maintenance and operation of plant, progress of works, etc., from the Contractor. For making such visits to the Dredging plant, etc., the Contractor shall make available to the Engineer and his representatives a suitable launch whenever required or temporary bridge / pontoon to be established by the contractor for the purpose.

43. NAVIGABLE CHANNEL TO BE KEPT FREE

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

44. SUBMISSION FROM THE CONTRACTOR

44.1. Work Programme

Before any plant is brought to Site a detailed Dredging programme with details of Dredging zones and dredger work plans, time period for each zone, particulars of dredgers, and other equipment which the Contractor proposes to use, shall be submitted to the Engineer for his approval.

44.2. Method of Execution

Before commencement of the Dredging works the Contractor shall submit a detailed method statement to the Engineer for his approval. The method statement shall show clearly how the Contractor intends to carry out the Dredging of various types of soil / hard strata / rock. Should the Contractor find it necessary to supplement / optimise his method of operation during the progress of Works, he shall at that time submit an optimised method statement to the Engineer for his approval.

The Contractor shall be responsible for carrying out Dredging and reclamation to the lines and levels specified in drawings or as required by the Engineer by adopting suitable means of Dredging and transportation of the reclamation area

and dumping the same for raising the ground level.

The Contractor shall ensure that the dredging methods proposed and the order in which they are proposed to be carried out shall be such as to ensure compatibility with existing structures nearby the site and that no weakening of ground or quay wall occurs on which the structures are founded and that no material is deposited in the basin or adjacent shipping channel except in areas specified in the drawings. Whenever drilling & blasting is resorted to the blasting shall be done after predetermining the charges of explosive, taking into consideration the conditions of the nearby structures by measuring Peak Particle Velocities (PPVs) and natural frequencies by suitable equipments with prior approval from the Employer.

45. DREDGING RECORDS

The Contractor shall record and submit to the Engineer before second day of every week a progress report for the preceding week showing up-to-date progress and progress during the previous week on all items of each section of the works in relation to and in consideration of detailed CPM schedule. In addition the Contractor shall submit on the second day of every month, a detailed progress report giving the progress of the works during the preceding month and also indicating the up-to-date progress of the work.

Further, in order to streamline the process of monitoring dredging activities, the National Technology Center for Ports, Waterways and Coasts (NTCPWC) (IIT Madras) has developed an Online Dredging Monitoring System for visualization of daily, weekly and monthly progress with dredger performance and down time monitoring and display data with loading position, production docks near real time vessel position and dumping ground. It is mandated the dredging activity will be monitored through this system with customization from the NTCPWC. The cost for this online monitoring will be borne by the Port. The dredging contractor / PMC / Third part survey agency shall give necessary information / data for this online monitoring.

46. WORKING CONDITION

46.1. Access to the Site

The access of men and materials to the site has to be through Green Gate/ Yellow Gate/ Red Gate of the Port. The Contractor has to comply with all necessary formalities as per Port Rules for movement of men and material on to the site and also to communicate with Port Control when any movement is required. The Contractor has to obtain Port permit for their workers and their vehicles. V.O.Chidambaranar Port Authority is an ISPS Compliant Port, hence,

Antecedence Certificate from the Police Department for labour / staff is inevitable. Only upon receipt of such certificate along with the request letter, Port will consider to issue annual / daily passes at applicable rate. However, the Passport holders are exempted from Police verification.

Movement of floating crafts has to be through the entrance channel of the Port. However, the Contractor has to take necessary permission from Port Authorities for movement of floating crafts in and outside the Basin. The movement of Contractor's floating crafts should not interfere with the movement of the Port crafts / cargo vessels in the basin.

46.2. Port Requirement

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

The Contractor shall obey orders and directions given by the Engineer or his authorised representative in the course of the discharge of his duties. The Contractor shall cease dredging whenever and for as long as Engineer may consider it essential to do so. Floating plant shall display day and night signals as required by the Port Authority.

All attendant hopper, Tugs or other crafts concerned with the Work shall display riding lights when in moored or buoys in the Port area and shall not obstruct other Port traffic when moving to and from the dredger.

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

Certain areas within the Port Basin will be in constant use during the dredging works and these areas are to be kept free from all items of equipment related to the dredging operations unless specifically authorised by the Engineer.

The Contractor shall maintain a close liaison with the Employer / Engineer whilst

dredging operations are taking place. The Contractor shall comply with all reasonable requests of the Port / Employer / Engineer regarding cessation of dredging operations to allow movement of vessels in the Port Basin.

Dredgers and attendant crafts are not liable for Port dues and charges whilst working on the Contract. As soon as Contract Work is finished and accepted by the Port, and after De-mobilization period of one month is over from the accepted completion of work period the dredger and attendant crafts shall become liable for payment of all Port dues and port related charges. The contractor is not eligible for idle time charge during the de-Mobilization period of one month.

Whenever necessary, the Contractor shall remove and relocate temporary mooring or anchor buoys as directed by the Engineer. Further, dredger parts, pipelines and other ancillary equipments such as floating vessels brought in ships are liable to pay all berthing charges, pilotage and all other Port related charges.

47.0. VERTICAL AND HORIZONTAL SETTING OUT

47.1. Horizontal Setting Out

The Contractor shall be responsible for establishing a position fixing system suitable for the positioning of his floating plant survey vessel etc.

The system shall have a static accuracy of (+) 300 mm or better and shall be approved by the Engineer prior to its installation. Shore stations or beacons relating to the position fixing system shall be placed in approved locations and their positions shall be surveyed into the local grid to the approval of the Engineer.

48. DREDGING WORKS

48.1. Maintenance of Crafts

All Plant and floating craft shall be in good working order to the satisfaction of the Engineer and shall be maintained in a seaworthy condition. The Contractor shall forthwith arrange to remove at his own cost any Plant (floating or otherwise) belonging to him or to any Sub-Contractor or to any person employed by him which may be sunk in the course of the execution and completion of the Works or otherwise deal with the same as the Engineer may direct.

48.2. Provision of Materials, Stores, Equipments and Craft

The Contractor shall be responsible for the provision of all materials, including explosives stores, equipment and craft necessary for satisfactory execution and completion of the Dredging Work.

The Contractor shall be responsible for the Dredging and removal of all materials

as may be necessary for achieving the depths, widths and slopes shown in the drawings and / or specified in the document, using such Dredging and rock-breaking equipment as is most suitable for dealing with the materials involved. The Contractor shall adopt a systematic procedure to dredge the areas so as to ensure minimum siltation.

48.3. Slopes around dredged area

Harbour Basin

Slope in any material : 1:1

Slopes will not be allowed in the area adjacent to Berths, Breakwater, Pier Head & Jetties. The slope quantity if any will not be taken into account for payment.

48.4. Wrecks and Other Obstructions

Unless the Engineer directs otherwise all wrecks and other objects encountered during Dredging Work shall be lifted, removed and disposed of by the Contractor and placed in the specific location as directed by the Engineer. Loose rocks and boulders shall be deemed to be material to be dredged. Removal of wrecks and other obstructions are the responsibility of the Contractor. No under-water pipeline and cables laid / running through the proposed dredging area are envisaged. No separate payment will be made by the Port for any work and other obstruction encountered.

49. DISPOSAL OF DREDGED MATERIALS

The methodology of dredging and the equipments proposed to be used for dredging shall be such that gives least disturbance to the areas outside the channel and the recovery of the dredged soil shall be so controlled as not to affect the nearby environment. The dredged material is required to be pumped directly through pipelines or any suitable method and conveyed to the dumping spot at North of Cooling water channel. The laying of the pipelines whether submerged or floating or pipe lines on land shall take into effect of the working in the harbour basin and the ship movements thereon, and at no time, the Port operations shall be hampered due to the carriage of the dredged materials from the dredged location to the dumping location. The alignment of pipeline shall be get prior approval of Engineer. The equipment used for reclamation and the arrangements for the overflow of the water that would be pumped along with the dredged material shall be such that the basin area is not environmentally disturbed in terms of water and air pollution. The reclamation dyke for filling the dredged material is provided with geo-fabric filter system.

50. **SELECTED MATERIALS FOR USE AS RECLAMATION FILL**

Materials used for filling / reclamation shall be of suitable quality and to the approval of the Engineer.

The material shall be free draining, complying with the requirements set out hereunder and may be allowed to be placed once the material is approved by the Engineer. In case of other materials the Contractor shall demonstrate to the satisfaction of the Engineer the suitability of the material by means of trial placing within the fill area. Any material declared unsuitable by the Engineer as a result of such trials shall be removed from site at the cost of the Contractor.

Free draining material is defined as hard durable material passing a sieve having 150 mm square apertures and in which the fraction passing a 75 micron sieve does not exceed 15% by weight. The dry density after deposition and compaction shall not be less than 90% of the maximum dry density.

All tests directed by the Engineer and required for the approval of the material, field fill demonstration and compaction tests shall be carried out by the Contractor at his own cost. The Contractor will do the compaction by bull dozers / earth moving equipments.

Material falling into one or more of the following classification shall, in the opinion of the Engineer, be considered as unsuitable for filling purposes :

- a) materials from swamps, marshes, etc.
- b) Peat, timber, tree roots and slumps, refuse and material containing degradable matter
- c) Materials susceptible to spontaneous combustion
- d) Material with an organic content exceeding 2% as per relevant IS or BS Codes
- e) Materials which is too wet for compaction in accordance with the Specification.
- f) **As far as the present dredging work is concerned, the material to be dredged in the proposed area is suitable for reclamation and shall be dumped in the designated dumping spots.**

51.0. **EGRESS OF DREDGED MATERIAL DURING DREDGING**

The Contractor shall take precautions to prevent the egress of dredged material during transport and will be responsible for the subsequent removal of any such spilled material to the approved disposal ground at his own expense.

Dumping at any Site outside the area indicated is prohibited and will invite stiff penalty imposed as levied by the Port Authorities.

51.1. Interruptions to Work

The Contractor shall allow in his rates for any loss of working time due to weather, surveying, positioning of craft, shifting of dredger during maintenance. The Port's requirement for dredger is one number Cutter Suction Dredger having minimum cutter power of 3000 KW. The Idle time of one such dredger exceeding a continuous period of 4 (four) hours due to interruption caused by Port traffic, berthing / un-berthing or shifting of vessels and other operations in the Harbour basin as instructed / agreed by the Engineer shall be paid for at the quoted rates included in the Bill of Quantities subject to the Engineer being notified by the Contractor within 12 hours on each occasion of such interruptions to the Chief Engineer. Such Idle time claims be forwarded to the Chief Engineer from the Project Manager in writing only will be considered. For claiming idle time any other means of communications will not be considered. The idle time for such payment shall be reckoned as the total time in one continuous interruption minus 2 hours.

Notice will be given approximately 1 hour before the sailing of vessels and the Contractor shall contact the Port Marine Department for any information in this regard.

No claim whatsoever for additional payments on account of the specified interruption will be entertained. Idle time charges for additional Cutter Suction Dredger brought by the contractor for speedy execution of work or idle time charges for back hoe dredger, survey vessels, support crafts and other equipments etc., will not be entertained. The contractor shall refer section-III clause 38 for idle time charges.

52. CLEARANCE OF SITE ON COMPLETION

At the completion of the Contract the Contractor shall remove at his own cost all anchors, chains, wires and any other equipment, Plant or materials introduced by him. He shall also remove any other unnaturally occurring objects of whatever

size or form as the Engineer may direct within the dredged area. The Contractor should remove all the temporary pedestals, anchors, sheds, etc., provided for laying of pipelines for disposal of dredged materials to the reclaimed area.

53. ACCURACY
53.1. Dredging Tolerance

The Contractor shall at all times take reasonable precautions to prevent excessive over-Dredging at any point. Dredging below the specified dredged levels will only be allowed within the following tolerances, which shall be measured vertically below the required levels:

For any material :

Vertical surface : (+) 150 mm

The Contractor will be paid for dredging as per the pre and post dredge surveys subject to the tolerance limits specified above.

54. ENVIRONMENTAL MANAGEMENT PLAN

A detailed Environmental Management Plan (EMP) consistent with the EMP for the project as included in the DPR and inter-alia including the Environmental Monitoring Programme for the project annexed in Section-IV shall also be prepared by the Contractor and submitted to the Engineer for approval within 4 weeks of the receipt by the contractor of the notification to commence the works issued by the Engineer, subject to the general guidelines in Section-IV.

The EMP shall include measures to be taken by the contractor to mitigate and / or protect the environment against impacts resulting from the execution of the contract works. The EMP shall particularly deal with impacts resulting from the dredging which concern sea water pollution. The EMP shall reflect the standards for environmental protection specified by the Ministry of Environment and Forestry and particular reference shall be made to the requirements of the Environmental Monitoring for this Project.

As the EMP is a management tool for the Contractor's use, it shall present in detail how these measures should be operated, the resources required and the schedule of implementation. The plan should contain separate sections dealing with individual environmental aspects.

The general format of the EMP shall be

1. Objective
2. Work Plan
3. Implementation Schedule

4. Man-power requirements
5. Monitoring procedures
6. Reporting format, procedures and schedules.

The contractor shall implement the EMP measures immediately prior to and simultaneous with commencement of the dredging works. The costs of preparing, implementing and monitoring the EMP shall be deemed to be included in the Contractor's Bid Price. Port will provide base-line data to the successful Bidder before commencement of dredging operations.

55.0. SURVEYING

55.1. Work Set Out and Hydrographic Survey

Information to enable the Contractor to accurately define the boundaries of the excavation, dredging and deposition areas is supplied on the Drawings. It shall be the Contractor's responsibility to erect and maintain any visual or other marks at site required to accurately control the excavation, dredging and disposal / dumping operations.

The Contractor shall provide all labour, materials, plant and equipment to set out the Works, to monitor, progress, to survey the area being dredged, excavated or dumped, or that the Engineer or his representative may require at any time to check the setting out of the work or to check the work completed.

Prior to the Contractor commencing work on the Site, the Contractor shall carry out a survey of the areas to be dredged, excavated and dumped with the Engineer or his representative in attendance.

This survey shall establish the basis for payment to the Contractor. Survey of the area to be dredged shall be by hydrographic techniques.

Each hydrographic survey shall be carried out using a high frequency multi beam echo sounder, which shall be capable of sounding with accuracy to within one percent (1%)/ 10cm (as directed by the Engineer) of the depth in conjunction with position fixing using Real Time Differential GPS. The interfacing of the GPS and Echo sounder will be done by 'HYPACK-MAX' or equivalent standard software acceptable to Engineer. The plan of the survey area and the cross sections to be surveyed shall be continuously displayed on the computer monitor installed in the survey vessel.

The survey vessel guided by the 'HYPACK-MAX' or equivalent standard software acceptable to Engineer will be taken along the cross section lines and continuous depths shall be recorded by the help of Echo sounder. The depths recorded and their position will be continuously interfaced and stored in the memory of computer software for post processing and computation of volumes / dredging quantities.

Each survey shall be undertaken by a Surveyor suitably experienced in hydrographic survey work, whose 'curriculum vitae' is acceptable to the Engineer. It shall be the responsibility of the Contractor to obtain all licenses, permits and permissions for the use of marine radios, walkie-talkies, radio positioning systems, satellite phones for the placing of onshore, offshore and underwater beacons and marker buoys, and for giving the proper statutory notices for all maritime operations. The costs of such licenses, permits and notices are to be borne by the Contractor, and shall be deemed to be covered by the rates and prices quoted in the Tender.

Multi beam Echo Sounder:

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

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

Pre and post survey shall be conducted with the same frequency and same specifications.

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

At the beginning of Hydrographic survey, the DGPS has to be calibrated to the accuracy of plus or minus 1.0 m in horizontal plane. To this effect, the contractor shall establish a fixed point (or fixed points) with known co-ordinates such that the

survey boat can easily be positioned with the transducer of the echo-sounder always in the same position relative to the calibration point.

55.2. Sounding Survey Requirements

The echo sounder transducers shall be located as close as practicable to the centre line of the survey vessel and shall be installed through the hull of the vessel.

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

Prior to and after each sounding session, the echo sounder shall be calibrated by bar checking and the records of the bar check shall be kept with the session sounder traces.

Each sounder trace shall be reduced for tide height and settlement of the survey vessel, if applicable and the design profile shall be clearly marked on the echo sounding trace as well as on the hydrographic surveying software. The design profile shall be the design bed level of the relevant section of works under survey.

The automated hydrographic surveying software system shall store the recorded depths in digitised format for subsequent automatic computer plotting. In this even, fully annotated analogue (hard copy) records shall be maintained.

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

The guidelines on Pre and Post Dredging surveys issued by Naval Hydrographic office (NHO), Dehradun dated 16.7.2014 may be adopted for pre and post dredging surveys in addition to port specific recommendations.

Calibration of Sounding Equipment

Echo sounding equipment shall be checked and calibrated at least daily before and after use, by means of a bar or plate suspended at known depth below the water surface. Checking shall be performed at the actual location of the survey and the Authority may require additional checks during surveying. Adjustments to the recordings/readings taken shall be made accordingly. Records of bar checks shall be retained at the start and end of the echo sounder record for the day of survey. The echo sounder should maintain a repeatable accuracy of better than 10 cms.

In case of Multibeam Echo sounder, a calibration procedure (Patch Test) has to be integrated with sub systems prior to actual survey.

Digital recording and plotting:

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

Tide gauges

The Contractor shall, at the commencement of the Contract install [TWO] number automatic self-controlled and self-recording tide Level Gauge to monitor and measure continuously the tides with respect to the Chart Datum at an approved location near the shore and maintain and keep daily records of the tide levels throughout the Contract period. These gauges shall be placed and calibrated at least 15 days before dredging is foreseen to commence. The area where the tide gauges are to be installed shall be properly illuminated. The existing two tide gauges are required to be operational. The Tide Gauge installed by the Contractor shall continue to remain with the Authority even after completion of the project.

55.3. Sounding Lines

Sounding lines shall be no more than 20 m apart. A sounding line shall be established along the design toe of each side slope and an echo trace shall be obtained along each of these sounding lines.

The horizontal position of soundings shall be obtained at a maximum interval of 50 m along a sounding line, and these locations shall be marked on the echo trace chart as fix marks. Fix marks shall be obtained where a sounding line crosses the toe and the top of an excavated / dredged side slope, where practical. Intermediate soundings representing the shallowest depth in a length of not more than 10 m shall be obtained by interpolation between fix marks.

The horizontal accuracy of each position fix shall be :

- + 1.0 m along the sounding line
- + 1.0 m perpendicular to the sounding line

Surveying along any sounding line, which deviates by more than the specified tolerances above shall be repeated to the extent necessary to ensure that all fixes along the sounding line remain within, specified tolerances. The repeated section of the sounding line shall overlap that section of the previous sounding line, which complies with the specified tolerances, by a minimum of 50 m.

Where, sounding areas abut a previously surveyed section, of the works, the sounding lines shall overlap the previously surveyed area by a minimum of 25 m.

Accuracy of Surveys

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

- a) The echo sounder which to be maintained with a repeatable accuracy better than 10 cm for measurements of distances between seabed and survey vessel waterline.
- b) The registration of water levels by means of temporary tide gauges which should be within 5 cm. The water level plane between the tide gauges and the survey location can be assumed horizontal. Survey Track lines on consecutive surveys should be sailed in the same direction. The survey lines to run at 20.0 m interval (max) so as to have an overlap of minimum 20 m in between the lines for better accuracy. The coverage shall be managed in such a way to provide 100% insonification of the Seabed. If at the end of the survey any gap is observed, additional survey lines shall be run to fill up the gaps.

However, the Sounding grid shown on the drawings shall be as follows:

- i. 5 m x 5m : For Sections
- ii. For Rock Patches : 5.0 x 5.0 m Closer grid survey shall be adopted

All survey lines shall be extended to a minimum distance of 50 m (in the horizontal plane) beyond the top of dredged slopes wherever possible.

All specified surveys shall be carried out jointly by the contractor and the Authority.

55.4. Verification Lines

In the pre and post-dredging surveys, 10 percent of all sounding lines are to be known as verification lines. Verification lines shall be representative of the whole of the area and of the entire duration of the sounding sessions. Verification lines are to be sounded twice, immediately following one another and preferably in opposite directions.

When the difference in vertical position at any common point along the two sea bed profiles resulting from each verification line exceeds + 75 mm, then the soundings subsequent to the last successful verification shall be deemed unacceptable as pre and post-dredging soundings.

The Engineer's Representative may resort to check echo sounding by means of other methods to measure water depths, such as sounding poles or lead lines. The Engineer's Representative may also order calibration checks of the equipment as and when considered necessary. The Contractor shall co-operate in this respect and supply any manpower, boats and equipment that may be reasonably required for this verification.

55.5. Drawings

Hydrographic survey drawings produced by the Contractor during the course of the work and for work executed purposes shall be to a scale of 1:500 contours drawn at 0.5 m intervals, and depths taken at approximately 5 m intervals along cross sections and these shall be constructed on UTM or WGS84.

Verifications of the RL of the deposited material shall be the responsibility of the Contractor. This data shall be submitted to the Engineer on a weekly basis. Additionally, 2 copies of Mercator Chart using WGS 84 package to be made in LAT LONG format which can be used for navigation purpose also to be made in scale 1 : 500 for pre-dredging, during dredging and post dredging to be issued to port then and there.

55.6. Plant and Equipment

The Contractor shall arrange surveying equipment including boats, sounding devices etc., required for undertaking monitoring surveys. No additional cost will be paid to the Contractor for the same. No separate Mobilization and deMobilization charges will be paid to the Contractor for the equipment and dredgers to be deployed by the Contractor for the work. The rate of dredging quoted / Cu.m., will squarely and totally include all the charges to be paid to the Contractor by the Employer. The Contractor shall not change the type, number, size and make of dredgers indicated in the contract without written approval of Engineer. If the dredger goes out of order, the Contractor should arrange for replacement of the same with an equivalent capacity suitable dredger with prior approval of Engineer. This shall not relieve Contractor from obligations under other clauses of contract. No additional cost and time will be allowed on this account.

The Contractor shall be responsible for obtaining specific approvals and for the payment of any fees relating to the execution of the works and to the process adopted by the Contractor, e.g., right of way for discharge pipes, temporary works for pump out points, discharge licences and local authority approvals.

55.7 Pre-dredging Surveys (Initial Survey)

For determination of the original seabed level, before commencing dredging operations, a joint survey of the seabed has to be undertaken jointly by the Contractor and the Engineer in charge. The services of an external survey agency as approved by Authority/Engineer may also be inducted for the Pre dredge surveys alongwith the representative of the Engineer, Authority and the Contractor.

All the dredging drawings shall be plotted on 1:500 or 1:2000 scale or as specified by the Engineer and these shall be constructed on UTM or WGS84.

On completion of the survey, the Contractor or the external agency shall prepare within 72 hours, survey charts and cross sections showing the full results of the survey. Drawings in Auto-cad should be submitted in soft and hard copies. On completion and agreement of the contents of the drawings, the Contractor, Engineer and Authority and Hydrographic Surveyor of external agency, incase survey conducted by external agency, shall sign the drawings, which shall form the basis for all the further measurement of the works undertaken in the course of the Contract.

55.8 Interim Survey

Interim surveys shall be carried out during the period of dredging works as and when directed by Engineer in Charge. Soundings shall be taken under the same configuration and settings as used for pre-dredging surveys. On completion of each survey, contractor shall prepare and record drawings showing surface levels of the bed reduced to Chart Datum and submit the same to the Authority/Engineer for approval. These approved drawings shall be used for interim measurement and payment.

55.9. Final Survey or Post Dredge Survey

The Post dredging survey equipment shall have the same configuration as used for Pre dredging survey.

On completion of all required dredging works and sweeping operation a post dredging final hydrographic survey will be conducted jointly by the contractor and the Authority on the same basis as specified for pre-dredging survey. [The services of an external survey agency as approved by Authority /Engineer may also be inducted for final surveys along with the representative of the Engineer, Authority and the Contractor.

On completion of the survey, the Contractor or the external agency shall prepare survey charts and cross sections showing the full results of the survey. All the data, fair charts/plotting sheets, survey report, positioning data, tidal data, echo-traces, computation work sheets, and analysed charts (both hard and soft copies) shall be submitted to the Engineer/Authority. On completion and on agreement on the contents of the drawings and if the Engineer and Authority Representatives are satisfied on the works executed according to the Contract, then the Contractor, the Authority & Authority Representative and the Hydrographic Surveyor of external agency, incase survey is conducted by external agency, shall sign the drawings, which then shall acquire the status of "Post- dredging Survey".

55.10. Sweeping of Dredged Areas

On completion of all Dredging works and before final measurements, all the dredged areas shall be swept by suitable means approved by Engineer to confirm that the sea bed is at or below the required dredged levels and that no physical obstruction(s)/projections are present. The contractor shall remove any projections and sweep the areas again to check that their removal is complete. For this purpose, Contractor shall provide all required means and appliances including Side scan sonar and sub bottom profiling system without claiming any extra cost and as approved by Engineer well in advance of the commencement of the sweeping.

The areas where dredging is involved of hard materials if any, extra care shall be taken while sweeping is carried out to ensure that the seabed is free from the projections above dredged level. The contractor shall remove any projections and sweep the areas again to check for their removal.

55.11. Additional Surveys

Additional surveys, upon instructions of the Engineer's Representative shall include regular surveying of the disposal areas and areas (within or in the vicinity of the site) where shoaling is expected or where artificial obstructions are suspected. Contractor shall carry out these surveys in presence of Engineer's representative without any extra cost to the contract.

55.12. Measurement

The total amount of material to be dredged under the contract will be measured by the cubic metres in-situ by computing the volume between the bottom surface shown by the agreed pre-dredging bathymetry survey and post-dredging bathymetry survey and included within the specified tolerance limits.

Dredged volume computation shall be based on BS standards or IAPH / IHO standards. The volume obtained from the processed data shall be physically cross checked by Simpson's rule on the full area, if possible or a part of the area. The quantity calculated and certified by the Third Party Survey Agency shall be final for payment of claim.

Data acquisition and Volume Calculation Software

Standard Hydrographic survey data acquisition and processing software like Latest version of 'HYPACK' or equivalent standard software acceptable to the Employer/ENGINEER for collection of Survey data shall be used. The software shall have capability of interfacing with all common survey equipment such as Echo sounder, MRU, DGPS/Beacon receiver etc.

Latest version of "Hypack" or any Standard software for volume calculation shall be

used to calculate dredging volume.

The volume of the material dredged shall be computed using Data acquisition software acceptable to the Engineer. One licenced copy of the Data acquisition software shall be made available for the exclusive use of the Employer during the contract period.

A copy of the raw data generated during the survey including the depths, position & tidal data recorded shall be given to the Employer so that the post processing can be independently carried out by the Employer to compute the volumes.

Volumes shall be calculated on "Average" generated DTM model.

55.13. Payment

Interim and final payments shall be made as follows:

- a) Interim payments for dredging will be based on quantities measured net, using the calculated difference between the agreed bed levels from the pre-dredging surveys and up-to-date agreed bed levels from interim surveys, provided however that the sum of such interim payments at any time shall not exceed 95% of the estimated final payment.
- b) Final payments will be based on quantities measured net, using the calculated difference between the agreed bed levels from pre and post dredge surveys after completion of the dredging including sweeping and removal of high spots thereof. The measurement will be net volume within limits and specified tolerances.
- c) No payment shall be made in respect of the materials dredged beyond the specified limits of tolerance.

Dredged volume computation using BS standards or IAPH / IHO standards shall be final for payment. Software using Simpson's formula as approved by the Engineer shall be used for checking the dredged volumes. Dredged volume computation using BS standards or IAPH / IHO standards shall be final for payment. The contractor can submit the bill with his claim of the quantity dredged. However, the quantity calculated and certified by the Third Party Survey Agency shall be final for payment.

55.14. Cost of Survey

The cost of all payment surveys to the dredging contract (Pre, Post and interim surveys for interim payment) will be borne by the employer. The surveys for payment shall be carried out in the owned/hired steel /FRP survey boats of third party survey agency with hull mounted transducer, with survey boats having maximum speed of 10 knots. The monitoring survey for the progress etc., may be carried out in the survey boats of dredging contractor.

All the cost of survey, survey launch, survey equipments, plotters, computers, boats, jet probing instruments, manpower etc., required for conducting monitoring and additional surveys, if any, (except cost towards 'Third Party' fixed by the Port for pre and post dredge surveys) including the check survey shall be borne by the Contractor.

56. DUMPING OF ROCK DREDGED SPOIL

Spoil from dredging shall be removed from their location, transported, deposited and levelled properly in the dumping area earmarked for the purpose. All necessary equipment for handling, transportation, dumping / pumping and levelling shall be brought by the Contractor at his cost and demobilised on completion of work to the satisfaction of the Engineer.

57. PLANT AND EQUIPMENT FOR DREDGING, RECLAMATION / DISPOSAL OF DREDGED MATERIAL

The Contractor shall provide adequate capacity dredging and reclamation plant and appliances and auxiliary plant so as to complete the entire dredging works, reclamation / disposal of the dredged materials indicated in the contract within the stipulated completion time.

The Contractor shall further provide a Contingency Plan for Mobilization and deployment in the works at short notice without any extra cost to the Employer additional heavy duty dredger / grabs etc., which in the opinion of the Engineer may be required, if it is found that the dredging and reclamation plant, appliances and auxiliary plant provided by the Contractor are deficient in performance and / or incapable of giving required progress. The necessity or otherwise for deployment of such additional dredging equipment for the works shall be decided by the Engineer in consultation with the Contractor whose decision shall be final in the matter.

The cost of mobilization and demobilisation of all dredging and reclamation plant, appliances, ancillary plant and all other equipment, crafts, sampler tools, etc., as may be necessary for execution of the contract shall be charged and paid for under the Bill of Quantities. No mobilization / de-mobilization charges will be payable for additional Cutter Suction Dredger / Grab / Back hoe dredger etc brought by the contractor for meeting the required progress.

The Contractor shall be deemed to have provided for the contingency plan in his work programme and upon written request made by the Engineer at any time relating to the contingency plan submit to the Engineer a declaration to the effect that all equipment committed for contingency plan in the accepted tender shall be mobilised and deployed in the work at any time on receiving written order from

the Engineer without any extra cost to the Employer.

58. SAMPLING AND TESTING OF DREDGED SPOIL

The Contractor shall maintain on board the dredgers / floating crafts adequate equipment, tools, samples, etc., to take samples of dredged spoil from time to time and shall analyse the same to determine suitability or otherwise of the dredged materials for reclamation fill, which shall be subject to the Engineer's approval. The Contractor shall arrange for providing qualified and experienced divers for assisting in the inspection during the dredging work in taking rock samples, finding the rock profiles, etc., at no extra cost to the Employer. When divers are employed, the Contractor is to arrange for competent linesmen to be in attendance at all times during diving operations. Completed equipment and standby divers must be ready for use whenever operations by a single diver are in progress.

As far as the present dredging work is concerned, the material to be dredged in the proposed area is suitable for reclamation and shall be dumped in the designated dumping spots.

59. USE OF EXPLOSIVES FOR ROCK PRE-TREATMENT

This clause is deleted.

59.1. Safety rules regarding Handling and use of Explosives

This clause is deleted.

60. DETERMINATION OF ORIGINAL LEVEL OF ROCK

This clause is deleted.

61. PAYMENT

Dredged volume computation using BS standards or IAPH / IHO standards shall be final for payment.. Interim and final payments will be made as follows :

- a) Interim payments for dredging will be based on quantities measured net using the calculated difference between the agreed bed levels from the pre-dredging surveys and upto date agreed bed levels from interim surveys.
- b) Final payments will be based on quantities measured net using the calculated difference between the agreed bed levels from pre and post dredging surveys (on sounding only) after completion of dredging including sweeping and removal of high spots thereof. The measurement will be net

volume within limits and specified tolerances.

62. SURVEY OF DUMPING GROUNDS

Before starting of the dredging, the Contractor shall carry out survey of the near-shore dumping grounds, as indicated by the Engineer. The cost of carrying out such surveys shall be deemed to be included in the unit rates for dredging quoted by the Contractor.

63. COMPLETION CERTIFICATE

The contractor shall inform the Engineer in writing about the completion of dredging work. On receipt of such notice the Engineer will survey the areas jointly with the Contractor and third party and provided such survey indicates that the dredging works have been completed in all respects including removal of high spots, siltation, etc., the Engineer will issue a Completion Certificate based on the Bathymetric survey.

64. APPRENTICE

This clause is deleted.

65. Third Party Survey Agency

The Port may engage a Third Party Survey Agency for carrying out and certification of the Pre, Post and payment interim surveys. The surveys for payment shall be carried out in the owned/hired steel /FRP survey boats of third survey agency with hull mounted transducer, with survey boats having maximum speed of 10 knots.

66. Project Management Consultant (PMC)

The Port may engage a Project Management Consultant (PMC) for day to day Supervision, Quality Control etc, Broad Terms of Reference of PMC is as detailed below:-

Scope of consultancy services:

Detailed Engineering and Administration:

- i Consultant shall plan the entire dredging activity and shall submit the approach methodology for smooth implementation of the Project to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspect as well as safety of works, personnel and the general public.
- ii Consultant shall prepare detailed implementation methodology including but not limited to, co-ordination procedure with Employer and

contractor / vender taking in to account it is an operating port.

- iii To administer and manage the project
- iv Scrutinise the Contractors" detailed work programme, suggest modifications, if any, in the work programme after a careful study keeping in view the overall interest of the project and recommend the same for approval of the employer.
- v Scrutinise Contractor"s superintendence, personnel and suggest modifications, if any.
- vi Initiate advance actions for handing over of site and timely issue of drawings if any.
- vii Scrutinise the dredging Methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
- viii Actual setting out data and issue the same for execution.
- ix Scrutinise and approve the Contractors working drawings and drawings for temporary works as required for execution.
- x Certify, As executed drawings / charts for each component furnished by contractor.
- xi Review and ensure conformity of contractors securities in approved format
- xii The consultant shall provide technical assistance and furnish information as may be required by the employer in connection with audit comments and queries from Central Vigilance Commission, Government of India and any other statutory bodies etc.
- xiii Assisting Employer in controlling and regulating vessel traffic in the proposed dredging area during execution of capital dredging work.
- xiv Consultants shall prepare and monitor Project network, bar chart, monthly progress report format, Consultant shall also prepare implementation schedule based on the approved design basis.
- xv Any other work as decided by the Engineer.

Dredging Supervision :

- i. Carry out detailed checking and verification of the setting-out data available in Detailed Project Report and in possession of Employer like bathymetric charts and soil investigation reports to ensure conformity with the working drawings for execution.
- ii. Carry out regular inspection of the Contractor's equipment, plant, machinery, installations, housing, medical facilities etc and ensure they are adequate and are in accordance with the terms and conditions of the Contract in respect all complying with statutory requirements pertain to navigation, labour, insurance and any other requirements imposed by the statutory bodies time to time.
- iii. Direct the Contractor to carry out all such works or to do all such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Employer thereof as soon thereafter as is reasonably practicable.
- iv. Supervise the Contractor in all matters concerning safety and care of the work including environmental aspects and labour welfare.
- v. Inspect the Works on substantial Completion before taking over and intimate to the Chief Engineer, V.O.Chidambaranar Port any outstanding work to be carried out by the Contractor before issue of completion certificate by the Employer.
- vi. Consultant shall advise and keep close watch over the pre-treatment of rock and shall recommend and monitor implementation keeping in view of environmental aspect.
- vii. The dredging in front of berths/ any other structures shall be closely monitored. The consultants shall ensure that no structural members shall be damaged by the contractor during execution. Any modifications in respect of dredging in front of berths/ any other structures shall be recommended and implemented with intimation to the Employer.
- viii. Checking and ensuring dredged spoil is being dumped at designated dumping grounds.
- ix. Supervision and checking of re-positioning of the existing navigational aids in order to have safe navigation during execution and suggest modifications, if any.
- x. On completion of capital dredging work, before issuing of completion certificate to the Contractor, consultant shall provide to the Employer, photographs, detailed design calculations, specifications of equipment installed etc. and obtain certificate from Employer in respect of satisfactory completion of work.

xi Any other work as decided by the Engineer.

Testing of Material and works:

- i. Evolve and implement a system for the quality assurance of the works and acceptance criteria. The sampling methods and the acceptance criteria shall be as per the international practices.
- ii. Inspect the performance of works with regard to workmanship and compliance with the specifications, order/supervise/perform tests on materials and/or work and approve/disapprove the Contractor"s plant and equipment.
- iii. Associate with the work tests being carried out by the Contractor and undertake additional tests as necessary to assess the nature of dredged material.
- iv. Carry out comprehensive technical supervision of the works to ensure their quality and conformity with the standards and specifications as per contract. In addition to assessing and checking the laboratory and field tests carried out by the Contractor, the Consultants shall carry out independent tests as necessary to establish their nature of dredged material.
- v. In the event any dredged material dumped is not in designated location, the Consultant shall initiate actions by the contractor for removal of such material and initiate actions so that such cases do not recur.
- vi. Maintain a permanent record of all measurements for the work quantities to be paid for and the results of all tests carried out for monitoring the quality of works.

Measurement and Payment :

- i Identification of the strata dredged and associating with the test of soil and rock samples being carried out by contractor at approved laboratories.
- ii Associate with hydrographic survey being carried out by contractor for the field measurement of completed works and quantities of materials incorporated in the work and maintain upto date book containing such computations.
- iii Maintain upto date records of remaining quantities to be dredged in the work and monitor the expected project cost based upon the remaining quantities. General records of all labour, insurances, labour licenses, security passes issued for the contractor's workers, wage rates paid by the contractor shall be maintained.
- iv Check and certify all request for advances, all monthly bills, interim bills, escalation bills and final bill of the contractor.

- v scrutinize and advise Employer upon the claims raised by the contractor if any
- vi Advise Employer during arbitration proceedings if any
- vii Plan and monitor expected payment schedule for the entire project for arrangement of cash flow from employer in order to avoid hindrance to the project.

Progress of Work :

- i Implement a system for monitoring the progress of work based on the computer based project management techniques
- ii Systematically check the progress of work and order the initiations of work which is the part of the contract.
- iii Maintain upto date status of all the dredging activities and other allied works against the original schedule for completion of work.
- iv Shall investigate and initiate early actions with regard to the delays in the execution of works. The Team Leader of the Consultants' Supervision Team shall explain in his monthly progress and special reports the reasons for delays and explain the actions to be taken/already taken to correct the situation. All reports prepared by the Consultants' Team shall be objective and shall substantiate any event/recommendation with factual data and information. The Progress Reports shall contain the pertinent data and chart form and shall clearly bring out the comparison between the projected and the actual work done using "S" curves and/or any other widely accepted superior methods of representation. The Consultant shall be fully responsible for the timely completion of the works.

Further, PMC shall be accountable for delays beyond certain period of time and a negative payment schedule/ penalty component should be considered while awarding project management consultancy. i.e., 5% deduction from the eligible payment for first three months delay and thereafter 10% deduction for next 3 months. For any delay beyond six months, the eligible payment to PMC with 15% deduction shall be recovered from due payments of the dredging contractor, in addition to other penalty provisions of this contract.

SECTION – IV
ENVIRONMENTAL MANAGEMENT PLAN

An Environmental Management Plan (EMP) including Environmental Monitoring Programme should be developed by the contractor and got approved by the employer within four weeks of receiving the work order. The EMP is a dynamic document, which would be reviewed periodically and amended based on the changes in the environment Vs. project activities.

The monitoring program for the implementation of dredging project is furnished in the table below. The suggested locations of measurement are shown in the Figure.

A. Marine Water Quality.

1.	Objective of monitoring	The objective of marine water quality is to list out the change in the water quality during the Capital Dredging and its associated operation. The data generated will be used in planning the activities.
2.	Parameters to be monitored	Physical Properties: pH, EC, Salinity, Temperature, Turbidity, TSS. Chemical Properties; DO, BOD, COD, Oil & Grease, Nutrients, Sulphur, Chlorides. Heavy Metals: Cu, Pb, Ni, Cd, Cr, Hg. Bacteriological parameters: Coliform count. Marine Biology: Phytoplankton and Zooplankton.
3.	Sampling Methodology	Marine water should be collected using a bottom sampler (Niskin Sampler). On-site test such as pH, DO, Temp., EC, Turbidity should be carried out immediately after the sample collection. The samples intended for chemical, heavy metals and bacteriological analysis should be suitably preserved with necessary reagents. The plankton sample should be collected using plankton net of diameter of 0.35m, No. 25 mesh size 63M. The plankton net should be towed for 15 minutes at the sampling location for collection of samples for estimation of Phytoplankton and Zooplankton.
4.	Location / Frequency of measurements	Six locations covering Dredging zone & reclamation location, approach channel and harbour basin. The monitoring will be conducted once in 15days over the entire implementation project. A layout plan is enclosed.
5.	Compliance	The tested samples should be compared with the primary water quality standards framed by Central Pollution Control Board and also with other relevant guidelines to assess the compliance during the entire phase of the construction activities.

B. Sediment Quality Monitoring

1.	Objective of monitoring	The objective of the sediment quality monitoring is to assess the changes in the sediment quality during capital dredging and use the result in planning the respective operations.
2.	Parameters to be monitored	Physical Properties: pH, EC, Salinity, Temperature, Turbidity, TSS. Heavy Metals: Mn, Cd, Cr, Hg, Ni, and Pb. Benthic Communities: Macro & Micro Benthic Flora and Fauna.
3.	Sampling Methodology	Marine sediment should be collected using a Peterson's Grab sampler. The collected sediment should be segregated on the site for analysis of physio-chemical parameters, heavy metals and benthic communities, The sediment sample for benthic communities should be subjected to sieving to record the macro bethos and then the samples should be preserved with rose Bengal and Formalin Solution for further analysis of Benthic communities.
4.	Location / Frequency of measurements	Six locations covering Dredging zone & reclamation location, approach channel and harbour basin. The monitoring will be conducted once in 15days over the entire implementation project. A layout plan is enclosed.
5.	Compliance	At present, there are no standards for sediment quality in India. However, there should not be marked variation inn the sediment quality during the entire construction phase. DPR Study on Deepening of Channel and Basin of V.O.Chidambaranar Port. Any other conditions as relevant to dredging project and as stipulated by MoEF in the Environmental Clearance are to be abided by the contractor.

C. Ambient Air Quality Monitoring

1.	Objective of monitoring	The ambient air quality monitoring should be carried out with an objective to plan the activities involved in the implementation phase in line with the ambient air quality status with an aim to protect the adjoining communities from air pollution.
2.	Parameters to be monitored	Suspended Particulate Matter (SPM) Respirable Particulate Matter (RPM) Sulphur Dioxide (SO ₂) Oxides of Nitrogen (NO _x) Carbon Monoxide (CO)
3.	Sampling Methodology	The air quality monitoring should be conducted using Respirable Dust Samplers. CO will be collected by Peroxide tube method or by portable CO meter.
4.	No. of Location	<u>Four Locations</u> 1. Berth No.8 2. Coal Jetty-I 3. Warehouses near green gate 4. North Cargo Berth-I
5.	Frequency of Measurements	Once in a month for two days.
6.	Compliance	The monitoring results should be compared with the National Ambient Air Quality Standards.

D. Noise Level Monitoring

Objective monitoring	of	The objective of noise level monitoring is to use check noise levels in the vicinity of the project site against the background levels and plan the activities accordingly without affecting the communities.
Parameters to be monitored		Hourly noise levels for 24 hours.
Sampling Methodology		The noise levels should be recorded using a portable hand held noise level meter.
No. of Location		Three Locations 1. Signal Station. 2. Berth No.8 3. Coal Jetty-I
Frequency of Measurements		Once in a fortnight.
Compliance		The monitoring results should be compared with the National Ambient Noise Standards.

SPECIMEN FORM OF BANK GUARANTEE FOR

EARNEST MONEY DEPOSIT

KNOW ALL BY THESE PRESENT that (Name of Bank) a banking corporation carrying on banking business including Guarantees at Tuticorin and other places and having its office at (Regd. Office Address)(hereinafter called The Bank which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS Board of Authorities of V.O.CHIDAMBARANAR PORT AUTHORITY constituted under the Major Port Authorities Act, 2021 (hereinafter called the Board which expression shall unless excluded by or repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited tenders for **“DREDGING THE DOCK BASIN IN FRONT OF NORTH CARGO BERTH III TO (-)15.10M FOR HANDLING OF VESSELS UP TO 14.20M DRAUGHT AT V.O.CHIDAMBARANAR PORT”** (hereinafter called Tender) as per conditions of the contract, scope of work, BOQ and specifications covered under the „Tender“.

AND WHEREAS (Name of Tenderer) (hereinafter called the 'Tenderer') has offered to carry out the work under the said Tender.

AND WHEREAS under the conditions of the contract, the Tenderer is required to give an Earnest Money Deposit in form of Bank Guarantee of a Nationalised / Scheduled Bank having its branch at Tuticorin for the sum of Rs..... (Rupees only).

AND WHEREAS (Name of Tenderer).....have requested the Bank to furnish a Guarantee to the Board for the sum of Rs.....(Rupees only) which the bank has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that the said Bank doth hereby stand surety for the said sum of Rs..... (Rupees

..... only) AND DOT H EREBY GUARANTEE TO AND COVENANT WITH AND irrevocably agree to pay to the Board upon demand in writing referring to the terms & conditions of the contract and without questioning the right of the Board to make such demand or the propriety or legality of such demand such sum or sums not exceeding in the whole a sum of Rs.

..... (Rupees.....only) as may be payable to the Board by the Tenderer by reason of

- i) withdrawal of his Tender within the validity period
or
- ii) makes any modifications in the terms and conditions of this tender before the expiry of 180 days from the last date of the submission of Tender or such time as may be extended by the Board to which the Tenderer has agreed in writing
or
- iii) in the event of the tender being accepted by the Board, fails to enter into a contract
or
- iv) In the event of tender being accepted by the Board, fails to furnish performance Guarantee as per the terms of contract

in respect of which the decision of the Board shall be final all legally binding.

The said Bank doth further covenant and declare that this security is irrevocable and shall remain in force upto and inclusive of the day of 2023.

AND

if the contract is not awarded by the Board before the expiry of the aforesaid date, or such times as may be extended by the Board to which the Tenderer has agreed in writing the said Bank undertakes to renew this Guarantee from month to month until one month after the date of award and the said Bank doth hereby further covenant and declare that if the said Tenderer do not obtain and furnish renewals of this Guarantee for a further period of one month to the Board not less than 30 days prior to the expiry of this Bank Guarantee or its renewals there of as to keep the same valid and subsisting till the contract is awarded by the Board and for one month thereafter, the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board notwithstanding.

- (i) that the period of the Guarantee of the renewal of renewals thereof has not expired
or
- (ii) the period of Guarantee of the renewal (s) thereof has already expired.

AND THE BANK further declares that notwithstanding anything to the contrary contained herein above, the Bank"s liabilities under this Guarantee are restricted to Rs

(Rupees only) and unless a demand in writing under the Guarantee is made with the Bank within the one month from the date of award of the contract all the rights of Board under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability thereunder.

After invoking the Bank Guarantee by the beneficiaries the bank has to pay the amount within a week after receipt of the communication failing which it will have to pay the beneficiaries interest at 12% p.a. for the delayed payment.

Notwithstanding anything contain herein :

- i) our liability under this Bank Guarantee shall not exceed (EMD amount) Rs. (Rupees only)
- (ii) this Bank Guarantee shall be valid upto (till the validity of the Tender) ; and
- (iii) we are liable to pay the guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon us a written claim or demand to be received on or before (one month after the Bank Guarantee validity)

IN WITNESS WHEREOF, the duly constituted Attorney(s) of the Bank has / have herein to set his / their hands and seals on the day of2023 (date of the Bank Guarantee)

SIGNED SEALED AND DELIVERED

by the within named through its duly constituted Attorney

Mr. &

.....

in the presence of

* * * *

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

In consideration of the Chairman representing the Board of Authorities of V.O.Chidambaranar Port (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 any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure by perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.
4. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court 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 valid discharge of our liability for payment thereunder 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 Engineering Department, V.O.Chidambaranar Port Authority certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

7. We* _____ further agree with the Port, that the Port shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Port, or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.
8. This Guarantee will not be discharged due to the charge in the constitution of the Bank or the Contractor(s).
9. We* _____ undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.
10. We* ----- lastly undertake to pay the guaranteed amount within a week after receipt of the communication invoking the guarantee failing which we agree to pay the beneficiary interest at 12 % p.a for the delayed payment
11. This guarantee is valid upto _____

(period) Dated the day of 2023 for..... * *

* Indicate here the name of the Bank.

** Indicate here the period or date

* * * *

SPECIMEN FORM OF E- PAYMENT

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

SI No	Particulars	
1	Name of the Contractor	
2	Address of the Contractor	
3	Name of the work for which payment is made	
4	Agreement dated : Work order No.	
5	Name of the bank in which Consultant operating account. Either with IOB or SBI or Any other bank	
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	Good & Service Tax Registration No.	
13	Tax Payer Identification Number (TIN)	
14	IFSC- Code of the Bank No	

Yours Sincerely

(Signature of Consultant)

Format for Evaluation

(1) Details in respect of the Company/Firm (Indian/foreign)

Sl. No	Name of Firms/Bidders	Date of registration of the company	Address of Head Office, Regional Office and Registered Office	Previous name of the company if any	Details of earlier approvals, if any (ref. No.& date)
(1)	(2)	(3)	(4)	(5)	(6)

(II) Details of respect of Director.

Sl. No.	Full Name of Board of Directors	Present position held with date (since when)	Date of Birth	Parentage	Present & Permanent Address	Nationality	Passport No. and issue date if any	Contact Address & telephone number
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

(III) Details of Shareholders of applicant company (All firms/companies/entities/individuals having shareholding more than 10%)

Sl. No.	Full Name	Parentage Father/ Mother	Date Of Birth	Permanent Address	Present Address	Present position held in the company if any	Nationality (if holding dual nationality, both must be clearly mentioned)	% of shares held in the Company
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

(IV) Details of criminal cases, if any against the Company/Director(s) as per Appendix.

Self declaration for company of Director(s) for whom security clearance is sought

- a. Name and address and registration number of the company

- b. Name and address of owners, promoters and directors of the company1._

2. _____
3. _____
4. _____

- c. Is the company owners, promoters or directors listed above the subject of any
 - 1. Preventive detention proceedings (PSA/NSA etc) : Yes/No
 - 2. Criminal proceedings : Yes/No

- d. If, Yes, please provide following details
 - 1. Detention/Case/FIR/warrant number :
 - 2. Police station/District/Agency :
 - 3. Section of law :
 - 4. Name and place of the court :

- e. The above mentioned details are in respect of both India and any other foreign country.

Note: The above self declaration is required to be filled and signed by the authorized signatory of the company.

STRUCTURE AND ORGANIZATION

1. Applicant Identification
Name of company
Registered Address (in full)

Registration details
Telephone No
Facsimile No
Email Id
Person to contact in connection with this application
.....
.....
Designation

If this is a Joint Venture / Consortium, complete Schedule B. All joint ventures / Consortium shall provide data for the individual partners as appropriate for making an evaluation of the capabilities and resources of the proposed joint venture group.

2. Parent company (if any) and its involvement in the project.
.....
.....
.....
.....
.....
3. Organization and Business Information attach an organization chart showing the company structure including the positions of directors and key personnel, if relevant.
4. Year of incorporation / commencement of the business
.....
.....
5. Description of activities of the company
.....
.....
.....
.....
6. Years of experience as dredging contracting firm
a) In home country
b) Internationally

7. Name and addresses of any associates, the applicant wishes to have association

.....
.....

8. Approximate value of Dredging works completed or under execution.(state whichever is applicable).

2016	:
2017	:
2018	:
2019	:
2020	:
2021	:
2022	:
2023	:

9. Attach a list of representative projects (with their values) for each year listed. Also give the name and contact numbers of the clients with whom the Employer can contact for a reference. A minimum of five reference contacts shall be given by the applicant.

10. Experience

Applicant shall classify their experience for the main areas of similar work

List of dredging projects executed in the past 7 years.

:.....
.....
:
.....

State the list of projects which had or are encountering problems or disputes in respect of penalties imposed, labour troubles, claims, and suspension of work, insurrections, or other circumstances.

:.....
.....
:
.....

11. Sub-contracts-

Do you intend to sub-contract any major portion of the work?, If so state below the nature of the works to be subcontracted.

:
.....
:
.....
:
.....
:
.....
:
.....

:

-
12. Enclose a methodology plan for the execution of this project clearly showing the relationship between the applicant and his subcontracts. For joint ventures indicate the line of responsibility and details of the combined organization of the participating parties.
 13. Applicant shall provide the list of total staff available with them both in technical and administrative category, including all Joint ventures.
 14. Personnel-
Provide the names of key specialists and supervisory personnel, from whom the full time staff for this project shall be selected. Please complete Schedule F for each key personnel
 15. Current Joint ventures / Consortiums -
Degree of present participation in any joint ventures/ consortium, names of project and sponsoring firm. Complete details of such joint ventures shall be submitted.
 16. Current Position of Company's order book -
Give the details of total value of contracts presently underway or committed specifying the maximum capability.

Note :- Attach notary attested copy of certificate of registration and ownership

* * * *

JOINT VENTURE / CONSORTIUM

If the company intends to enter into a Joint Venture for the project, please give the following information, otherwise state “Not Applicable”

1. Name and addresses of Joint Venture / Consortium Partners with proposed participation and responsibility in the Joint Venture.

2. Name of Company leading the Joint Venture /Consortium:

3. Name and addresses of Bankers to the Joint Venture / Consortium:

* * * *

POWER OF ATTORNEY

Dated :

TO WHOMSOEVER IT MAY CONCERN

Mr.[Name of the person(s)],
domiciled at

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

(Attested signature of Mr.....)

For

(Name & Designation of the member of Joint Venture / Consortium)

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

* * * *

POWER OF ATTORNEY
(IN CASE OF JOINT VENTURE / CONSORTIUM)

Know all men by these present that we, and
----- (herein after collectively referred to as “ the Joint Venture / Consortium”) hereby
appoint and authorize Ltd. as our Attorney.

Where as the Board of Authorities of V.O.Chidambaranar Port Authority (hereinafter referred
to as “the Port Authority”) have invited applications from interested parties for “Dredging the
dock basin in front of North Cargo Berth III to (-)15.10m for handling of vessels up to 14.20m
draught at V.O.Chidambaranar Port” (herein after referred as “the Project”).

Whereas the members of the Joint Venture / Consortium are interested in bidding for the
project and execution of the project in accordance with the conditions of Contract and other
related documents.

And whereas, it is necessary under the document for the members of the Joint Venture /
Consortium to appoint and authorize one of them to do all acts, deeds and things in
connection with the aforesaid project.

We hereby nominate and authorize as our Lead member and
constituted attorney in our name and on our behalf to do or execute all or any of the acts or
things in connection with the making an application to the V.O.Chidambaranar Port Authority,
to follow up with the Port Authority and thereafter to do all acts, deeds and things related to
the execution of the project, on our behalf.

And we hereby agree that all the 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 here of we have signed this deed on this the ----- day of -----

For and on behalf of
For and on behalf of
For and on behalf of
For and on behalf of

* * * * *

PLANT AND EQUIPMENT

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

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

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

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

- Note:**
- (1) Provide technical specifications of major dredging and reclamation plant on separate sheets.
 - (2) If equipment is on lease, attach certified copies of lease agreement bringing out the period and conditions of lease.
 - (3) The applicant's are instructed to give the list of equipment proposed for the work as per their proposed methodology and as per Port's requirement. [Clause 2. (C) Plant & Equipment and Ancillary Equipments of N.I.T.].
 - (4) Attach Notary certified copy of documents for proof of owned equipment.

* * * *

FINANCIAL INFORMATION

- 1. Capital :
 Authorised :
 Issued :

- 2. Annual Turnover of the Company for past three financial years :

Annual Turnover	
2019 – 20	: Rs.
2020 – 21	: Rs.
2021 – 22	: Rs.

- 3. Approximate value of work in hand:

.....

- 4. Please attach copies of the company"s past three years accounts in IR (profit / loss assets / liabilities) and other financial data including certified annual accounts. List all attachments below:
- 5. Name and addresses of Bankers from whom references can be obtained and available lines of credit with each bank:
- 6. Attach letters of authority to obtain references.

* * * * *

DETAILS OF SIMILAR COMPLETED PROJECTS IN PAST 7 YEARS

(1st April, 2016 to 31st March, 2023)

(Complete a separate form for each contract)

1. Name of Project :
.....
2. Location :
.....
3. Works executed by applicant :
4. Participation : Prime Contractor () Sub contractor ()
(Mark one) Joint Venture Sponsor () Joint Venture Party ()

* If Joint Venture indicate Percentage of JV.
* Attach Notary certified copy of the JV agreement.
5. (a) Initial Contract value of work executed
(Indian Rupees) :
- (b) Final Contract Value :
- (c) Reasons for difference :
- (d) Other claims :
6. Date of Commencement of Project :
7. Initial completion time specified in the Contract :
8. Actual completion time :
9. Reasons for delay (if any) :
-
-
-

10. Name of Employer/Client Address :

.....

.....

Phone and Fax :

.....

Contact Reference :

.....

.....

11. Name of Applicants senior personnel and the specialist employees deployed on the project together with their designation, function or responsibilities

.....

.....

.....

.....

12. Brief description of project, including any special aspects:

13. Total Volume Dredged :

14. Type of Soil Dredged :
 In case of Rock Dredging, Indicate Volume of Rock Dredged and Compressive strength of Rock in MPa.

15. Type of Equipment used :

Note:

- 1) Attach notary attested copies of Completion Certificate for works as executed with quantity of dredging in Cu.m for each work.
- 2) Provide reference from three organization / ports for whom the works were carried out.
- 3) Attach Notary attested copies of the BOQ.
- 4) For Ongoing works the applicant should submit a Progress completion Certificate from the Employer with details of Volume dredged and Hardness of Rock in MPa if any.

* * * *

KEY SUPERVISORY AND SPECIALIST PERSONNEL

(Submit a separate form for each person)

1. Name :
2. Position on Project Team :
3. Education and degrees :
4. Length of service with the company /# of years:
5. If item 4 is less than 5 years, give names, length of service and positions held with previous employers covering the five-year period
6. Experience in Dredging. For each project, describe the following:
 - a) Name of Project
 - b) Character and nature of project
 - c) Contract value and project total cost
 - d) Location of project
 - e) Periods of engagement in project
 - f) Title and responsibilities of the individual in project
 - g) Any special responsibility.

(Attach additional sheets as required)

* * * * *

PROFORMA OF INTEGRITY PACT**General**

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

WHEREAS the PORT proposes to execute the work "Dredging the dock basin in front of North Cargo Berth III to (-)15.10m for handling of vessels up to 14.20m draught at V.O.Chidambaranar Port" and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PORT is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

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

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

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

Commitments of the PORT

1.1. The PORT undertakes that no official of the PORT, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

Commitments of BIDDERS

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

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

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

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

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

3.5. The BIDDER further confirms and declares to the PORT that the BIDDER is the original

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

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

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

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

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

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

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

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

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

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

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years

immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

5. Earnest Money Deposit (EMD)

5.1. While submitting commercial bid, The tenderer shall furnish a Earnest Money Deposit (EMD) made receipt. Earnest Money Deposit (EMD) shall cease to be valid after the tenderer becomes unsuccessful Bidder, upon the earlier of (i) the receipt of Port's notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid. The Earnest Money Deposit (EMD) shall be valid till submission of Performance Guarantee as per cl 10.2 (Section II) of Tender document for the successful bidder.

5.2. The Security Deposit shall be valid as per cl 10.3 (Section II) of Tender document or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PORT, including warranty period, whichever is later.

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

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

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PORT to take all or any one of the following actions, wherever required:

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

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

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the PORT, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PORT in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PORT, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PORT resulting from such cancellation/rescission and the PORT shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PORT.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PORT with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PORT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The PORT will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

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

7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry /

Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PORT, if the contract has already been concluded.

8. Independent Monitors

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

1. Shri. A. Radhakrishna Kini, IPS (Retd.),
B91, Vishrantika CGHS,
Sector 3, Dwarka Plot 5A,
New Delhi – 110 078.
Mail id: arvkini2004@yahoo.co.in

2. Shri. Arun Kumar, CSS (Redt.),
B308, Third Floor,
Aishwarya Opulence Apartment,
Out Ring Road,
Marathahalli,
Bangalore – 560 037.
Mail id: kumararun_53@rediffmail.com

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

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

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

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

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

8.7. The PORT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

original intentions.

13. The parties hereby sign this Integrity Pact at _____ on ____

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

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1. _____
2. _____

Witness
1. _____
2. _____

ANNEXURE-I

Dredging the dock basin in front of North Cargo Berth III to (-)15.10m for handling of vessels up to 14.20m draught at V.O.Chidambaranar Port

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

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

Sir,

Subject: Acceptance of Terms & Conditions of Tender for “Dredging the dock basin in front of North Cargo Berth III to (-)15.10m for handling of vessels up to 14.20m draught at V.O.Chidambaranar Port” –Reg.

Tender No: E(C) / F.59 / PD/ NCB III Dredging /E 3845/2023/D.1944 Date:30.06.2023

I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) URL namely <https://etenders.gov.in/eprocure/app> as per your advertisement.

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby and agree the terms / conditions / clauses contained therein.

2. The corrigendum(s) issued if any from time to time by V.O.Chidambaranar Port Authority for the above subject work has also been taken into consideration, while submitting this acceptance letter.

3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

4. I / We do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

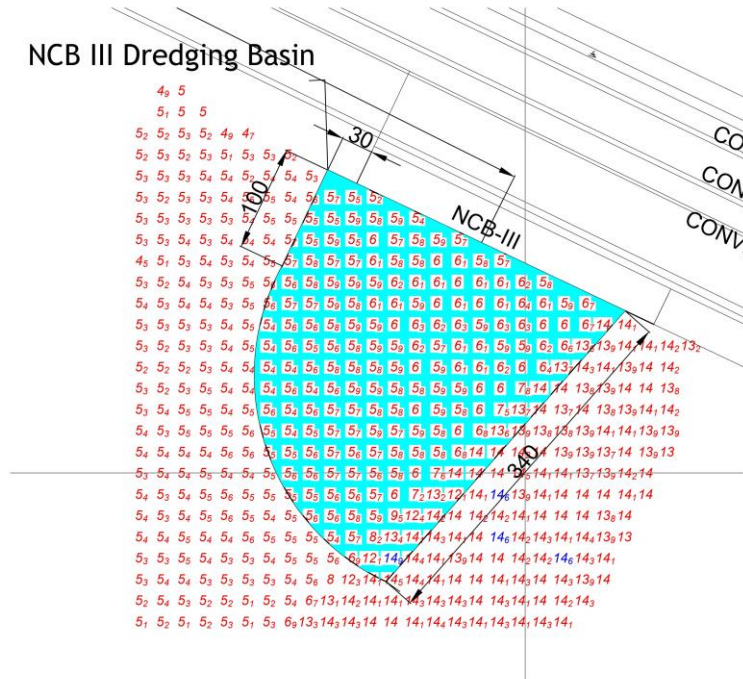
5. I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidambaranar Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract,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

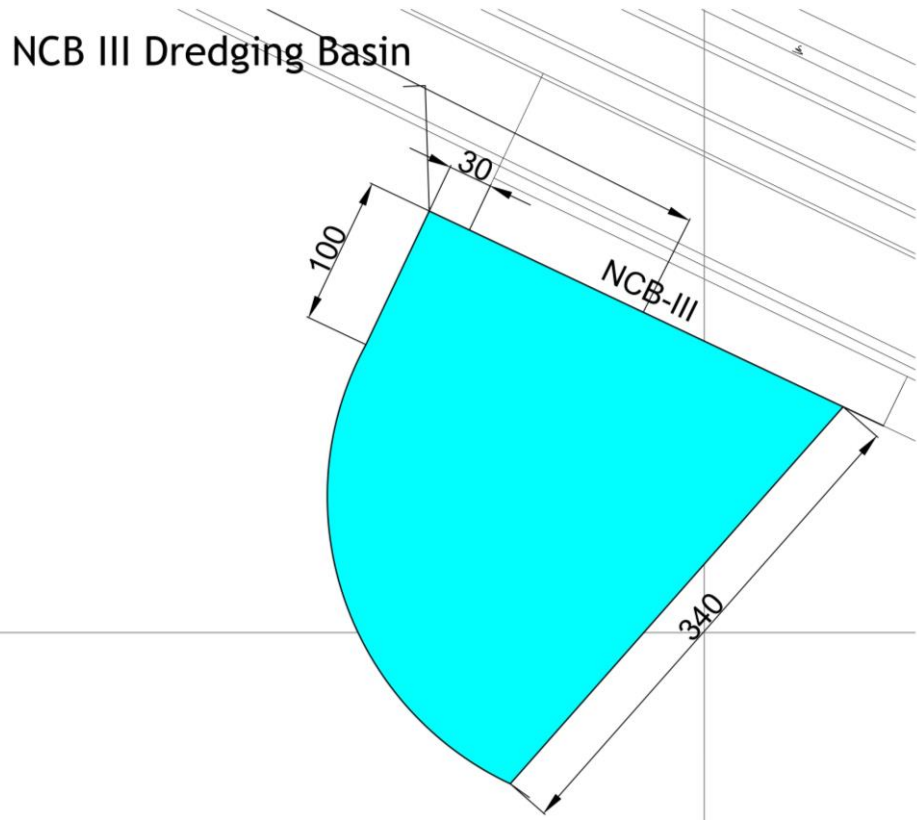
Yours Faithfully,

(Signature of the Bidder, with Official Seal)

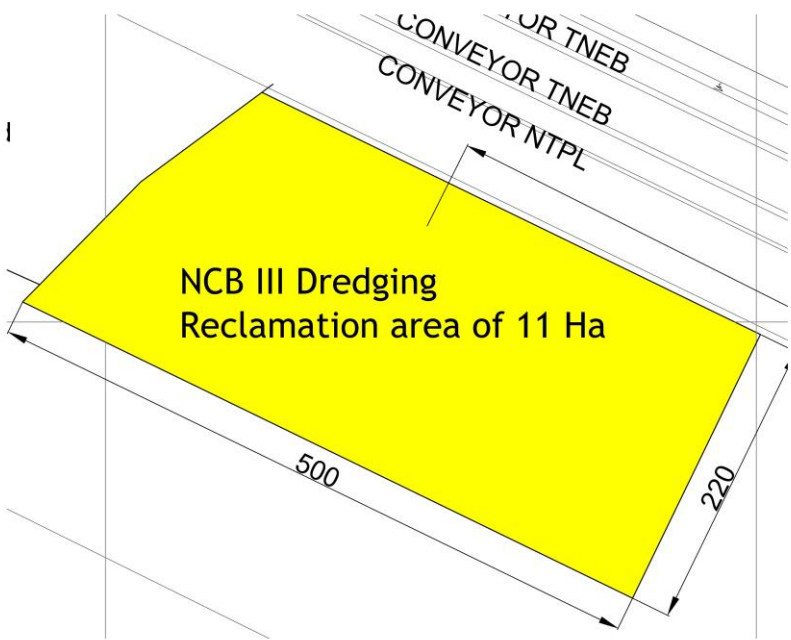
ANNEXURE-II

DREDGING LAYOUT FOR DREDGING THE DOCK BASIN IN FRONT OF NORTH CARGO BERTH III TO (-)15.10M FOR HANDLING OF VESSELS UP TO 14.20M DRAUGHT AT V.O.CHIDAMBARANAR PORT

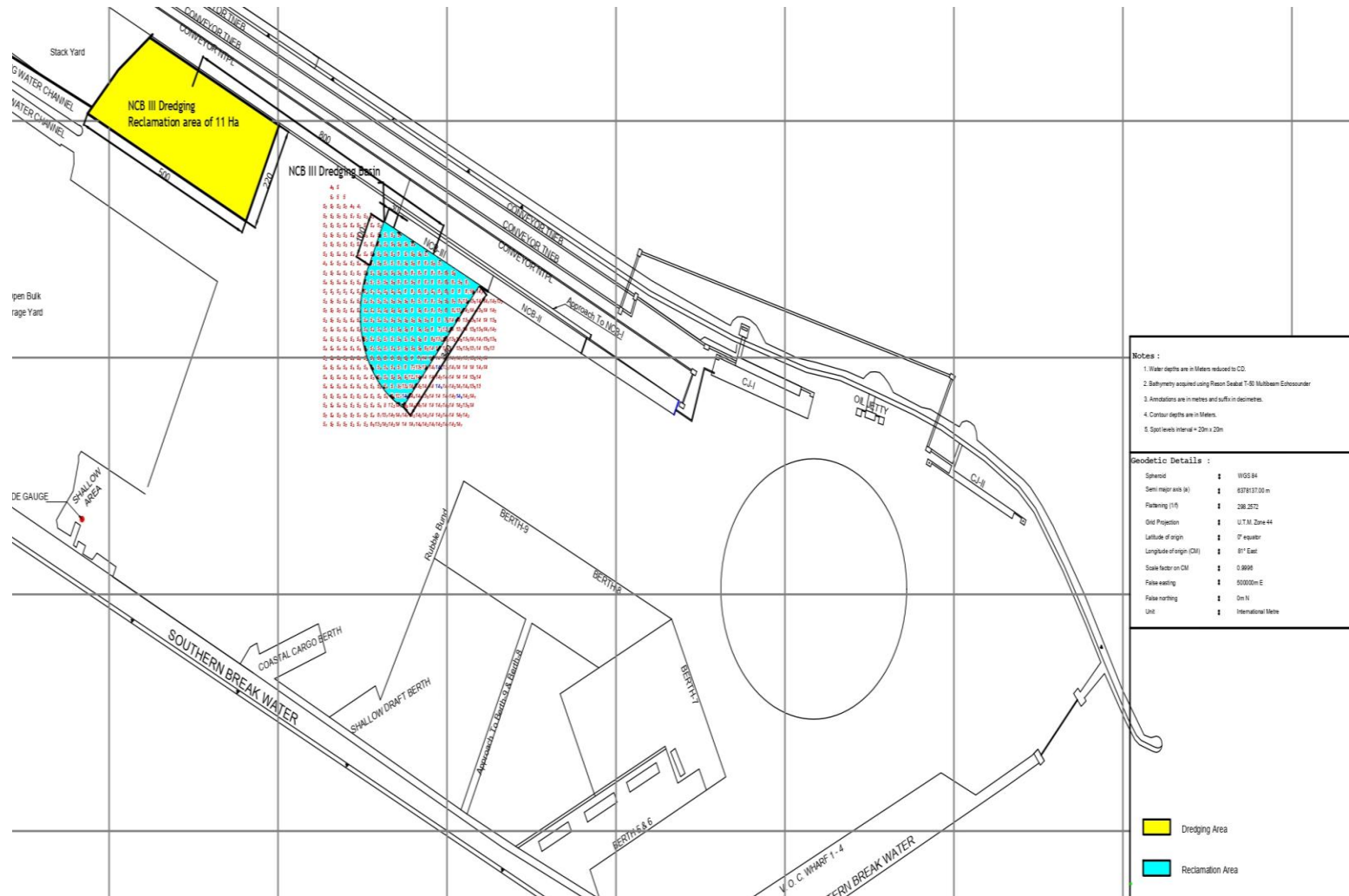




RECLAMATION LAYOUT



DREDGING & RECLAMATION LAYOUT



- Notes :**
1. Water depths are in Meters reduced to C.D.
 2. Bathymetry acquired using Pisoni Seabat T-50 Multibeam Echosounder
 3. Annotations are in metres and suffix in decimetres.
 4. Contour depths are in Meters.
 5. Spot levels interval = 20m x 20m

Geodetic Details :

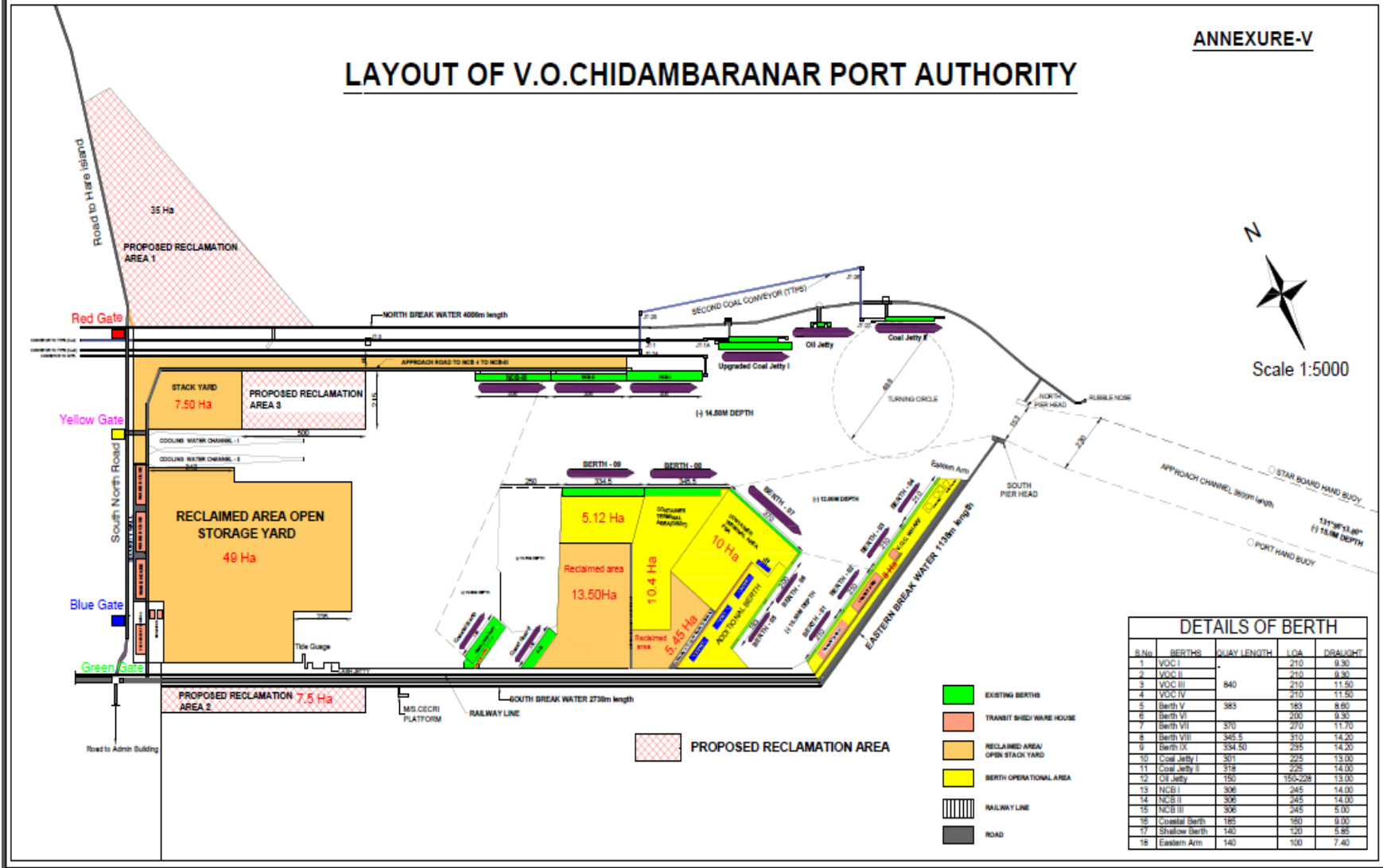
Spheroid	WGS 84
Semi major axis (M)	6378137.00 m
Flattening (1/n)	298.2572
Grid Projection	U.T.M. Zone 44
Latitude of origin	0° equator
Longitude of origin (CM)	81° East
Scale factor on CM	0.9996
Fake easting	500000m E
Fake northing	0m N
Unit	International Metre

- Dredging Area
- Reclamation Area

LAYOUT OF VOC PORT

LAYOUT OF V.O.CHIDAMBARANAR PORT AUTHORITY

ANNEXURE-V



Arbitration Rules of the Society for Affordable Redressal of Disputes - Ports (SAROD-Ports)

INDEX

Rule

1. Scope of Application
2. Definitions
3. Notice, Calculation of Periods of Time
4. Commencement of Arbitration
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7. Contents of Case Statements
8. Default in Filing and Serving Case Statements
9. Further Written Statements
10. SAROD-PORTS- Ports to Provide Assistance
11. Appointment of Tribunal
12. Multi-party Appointment of the Tribunal
13. Appointment of Substitute Arbitrator
14. Independence and Impartiality of the Tribunal
15. Code of Ethics for Arbitrators
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21. Fees of SAROD-PORTS - Ports and Arbitral Tribunal
22. Transmission of File of the Tribunal
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34. Additional Powers of the Tribunal
35. Deposits to Costs and Expenses
36. Decision Making by the Tribunal
37. The Award
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PREAMBLE

In order to seek speedy, affordable, just and reasonable Redressal of Dispute/Differences between Major Port Trusts and Concessionaire/Contractor arising out of and during the course of execution of various contracts, a Society for Affordable Resolution of Disputes - Ports (SAROD- PORTS - Ports) has been formed as a Society under Societies Registration Act, 1860 with registration. It has been formed by Indian Ports Association and Indian Private Ports and Terminals Association with founding members as mentioned in the Memorandum of Association of SAROD-PORTS

SAROD-PORTS ARBITRATION

RULES

Rule: 1- Scope of Application

1.1 Where any agreement, submission or reference provides for arbitration at the Society for Affordable Resolution of Disputes - Ports ("SAROD-PORTS"), or under the Arbitration Rules of the SAROD-PORTS and where the case is a domestic arbitration, the same shall be conducted in accordance with the following Rules, or such Rules as amended by the SAROD-PORTS where the amendments take effect before the commencement of the Arbitration.

1.2 These rules shall come into effect from the day of approval by Governing Body of SAROD-PORTS.

Rule 2 - Definitions

2.1 These Rules shall be referred to as "the SAROD-PORTS Arbitration Rules".

2.2 In these Rules:

"Act" means the 'Arbitration and Conciliation Act 1996' of India and any statutory modifications or re-enactments thereof

"DOMESTIC ARBITRATION" means arbitration to be conducted under these rules.

"SAROD-PORTS" means the Society for Affordable Redressal of Disputes- Ports.

"SAROD-PORTS Arbitrator Panel" means the list of persons admitted to serve as arbitrators under these Rules.

"IPA" means Indian Ports Association

"IPPTA" means Indian Private Ports and Terminals Association

"GOVERNING BODY" means Governing Body of SAROD-PORTS as defined in Article 9 of Memorandum of Association.

"PRESIDENT" means President of Governing Body of SAROD-PORTS as defined in Rules & Regulation of SAROD-PORTS.

"SECRETARY" means Secretary of SAROD-PORTS as defined in Rules & Regulation of SAROD-PORTS.

"TRIBUNAL" means either a Sole Arbitrator or all arbitrators when more than one is appointed.

"PARTY" means a party to an arbitration agreement,

"E-Arbitration" means submission of pleadings, defense statement etc. by E-mail and holding of proceedings via video conferencing.

Rule 3 - Notice, Calculation of periods of Time

3.1 For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of

these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.

- 3.2 For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Gazetted public holidays or non-business days occurring during the running of the period of time are included in calculating the period.
- 3.3 Without prejudice to the effectiveness of any other form of written communication, written communication may be made by fax, email or any other means of electronic transmission effected to a number, address or site of a party.
- 3.4 The transmission is deemed to have been received on the day of transmission.

Rule 4- Commencement of Arbitration

- 4.1 Any party wishing to commence an arbitration under these Rules ("the Claimant") shall file with the Secretary and serve on the other party ("the Respondent"), a written Notice of Arbitration ("the Notice of Arbitration") which shall include the following:
- a) a request that the dispute be referred to arbitration;
 - b) the names, addresses, telephone numbers, fax numbers and email addresses of the parties to the dispute;
 - c) a reference to the arbitration clause or any separate arbitration agreement that is invoked and provide a copy of the arbitration clause or arbitration agreement;
 - d) a reference to the contract out of which the dispute arises and provide a copy of the contract where possible;
 - e) a brief statement describing the nature, facts and circumstances leading to the dispute;
 - f) the relief or remedy sought, including the amount of claim if quantifiable at the time the Notice of Arbitration is filed;
 - g) a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed on the number; and
 - h) the name of the Claimant's nominated arbitrator.

4.2 A filing fee of Rs. 10,000/- (Ten thousand) or any amount decided by Governing Body from time to time is payable at the time of filing the Notice of arbitration.

4.3 The date of filing of the Notice of Arbitration with the Secretary is the date of commencement of the arbitration for the purpose of these Rules.

Rule 5 - Response by Respondent

5.1 Within 14 (fourteen) days of receipt of the Notice of Arbitration, the Respondent shall file with the Secretary and serve upon on the Claimant, a Response including

- a) A confirmation or denial of all or part of the claims;
- b) Brief statement of the nature and circumstances of any envisaged counterclaims
- c) A comment in response to any proposals contained in the Notice of Arbitration; and
- d) The name of the respondent's nominated arbitrator.

5.2 A filing fee of Rs. 10,000/- or any amount decided by Governing Body from time to time is payable at the time of filing the Response.

5.3 In case parties have objection to the jurisdiction of Arbitral Tribunal, such objection shall be raised not later than 15 days of the commencement of Arbitration proceedings failing which it will be deemed that parties have waived their right to objection.

Rule 6- Filing of Case Statements

6.1 Within 30 days after the filing of the Notice of Arbitration, the claimant must file with the Secretary and serve on the Respondent, a Statement of Claimant's Case along with all documents to be relied upon by the Claimant.

6.2 Within 30 days after the service of the statement of Claimant's Case, the Respondent must file with the Secretary and serve on the Claimant, a statement of respondent's defense and counterclaim (if any) along with all documents to be relied upon by the Respondent.

6.3 Within 30 days after the service of the statement of Respondent's defense, if the Claimant intends to challenge anything in the statement of Respondent's defense and/or counterclaim, the Claimant must then file with the Secretary and serve on the Respondent, a statement of claimant's reply and if necessary, defense to counterclaim.

6.4 No further case statements may be filed without the leave of the Tribunal or if a Tribunal has not been appointed, the Secretary.

6.5 The Tribunal or if a Tribunal has not been appointed, the Secretary, may upon the written application of a party, extend the time limits provided under this Rule,

6.6 Thy party required to file a case statement must at the same time deposit with the Secretary for eventual transmission to the Tribunal an additional copy or additional copies of the case statement, according to the number of arbitrators constituting or who will constitute the Tribunal.

Rule 7 - Contents of Case Statements

7.1 The case statements must contain the detailed particulars of the party's claim, defense or counterclaim and must thus contain a comprehensive statement of the facts and contentions of law supporting the party's position.

7.2 It must:

- a) Set out all items of relief or other remedies sought together with the amount of all quantifiable claims and detailed calculations.
- b) State fully its reasons for denying any allegation or statement of the other party.
- c) State fully its own version of events if a party intends to put forward a version of events different from that given by the other party.

7.3 A case statement must be signed by or on behalf of the party making it.

Rule 8 - Default in Filing and Serving Case Statements

8.1 If the Claimant fails within the time specified under these Rules or as may be fixed by the Tribunal or by the Secretary, to submit its Statement of Case, the Tribunal or if a Tribunal has not been appointed, the Governing Body may issue an order for the termination of the arbitral proceedings or make such other directions as may be appropriate in the circumstances.

8.2 It the Respondent fails to submit a Statement of Respondent's Defense; the Tribunal may nevertheless proceed with the arbitration and make the award.

Rule 9 - Further Written Statements

9.1 The Tribunal will decide which further written statements, in addition to the case statement(s) already filed, are required from the parties and shall fix the periods of time for giving, filing and serving such statements.

9.2 All such further statements must be given to the Tribunal, filed with the Secretary and served on the Claimant or Respondent, whichever is applicable.

Rule 10 - SAROD-PORTS to Provide Assistance

10.1 At the request of the Tribunal or either party, the Secretary will render such assistance as is required for the conduct of the arbitration, including arranging for facilities, suitable accommodation for sittings of the Tribunal, secretarial assistance or interpretation of these rules.

10.2 Any additional expenses incurred or to be incurred for any such arrangements shall be borne by the parties.

Rule 11- Appointment of Tribunal

11.1 The disputes shall be decided by a Sole Arbitrator when the total claim of dispute is Rs. 3 Crores or less.

11.2 In all cases of disputes claimed for more than Rs. 3 Crores, the tribunal shall consist of odd number of Arbitrators to be nominated by the parties. The Presiding Arbitrator shall be appointed by the Arbitrators nominated by the parties from amongst the panel maintained by SAROD- PORTS. For deciding the Presiding Arbitrator, a draw of lots can be carried out from amongst the names suggested by the Arbitrators nominated by the Parties, the eligibility criteria for empanelment of Arbitrators will be decided by the Governing Body.

11.3 If a Sole Arbitrator is to be appointed, the Governing Body will appoint the Arbitrator within 21 days from the date the Respondent's Statement of Defense and Counterclaim (if any) is filed or falls due, whichever is earlier. The Governing Body will appoint the Arbitrator from the panel of Arbitrators by draw of lots,

11.4 An Arbitrator/Presiding Arbitrator to be appointed under these Rules shall be a person on the SAROD-PORTS Arbitration Panel as at the date of the appointment,

11.5 In the event of any party failing to appoint Arbitrator within 30 days of receipt of the notice of Arbitration, the Governing Body shall appoint the Arbitrator or Presiding Arbitrator as the case may be by a draw of lots.

Rule 12- Multiparty appointment of the Tribunal

12.1 If there are more than 2 parties in the arbitration, the parties shall agree on the procedure for appointing the Tribunal within 21 days of the receipt of the Notice of Arbitration.

12.2 If the parties are unable to do so, upon the lapse of the 21-day time period mentioned herein, the Tribunal shall be appointed by the Governing Body as soon as practicable.

Rule 13-Appointment of Substitute Arbitrator

In the event of the death or resignation of any of the arbitrators, a substitute arbitrator must be appointed by the same procedure as in Rule 11 by which the arbitrator concerned was appointed, failing which, the Governing Body will make the appointment.

Rule 14 - Independence and Impartiality of the Tribunal

14.1 The Tribunal conducting arbitration under these Rules shall be and remain at all times independent and impartial and shall not act as advocate for any party.

14.2 A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment, any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.

14.3 An arbitrator, once nominated or appointed, shall disclose any such circumstance referred to in Rule 14.2 to the Secretary and/ or to all parties.

Rule 15 - Code of Ethics for Arbitrators

An Arbitrator is a fountain of justice and emblem of equity, fairness and good conscience. Therefore he/she is expected to exhibit a noble conduct. The code of conduct prescribed by the Governing Body has to be adopted.

Appointment

15.1 A prospective arbitrator shall accept an appointment only if he is fully satisfied that he is able to discharge his duties without bias, he has an adequate knowledge of the language of the arbitration, and he is able to give to the arbitration the time and attention which the parties are reasonably entitled to expect,

15.2 In this code, the masculine includes the feminine.

Disclosure

15.3 A prospective arbitrator shall disclose all facts or circumstances that may give rise to justifiable doubts as to his impartiality or independence, such duty to continue throughout the arbitral proceedings with regard to new facts and circumstances, in terms of the arbitration and conciliation Act 1996 as amended from time to time.

15.4 A prospective arbitrator shall disclose to the Secretary and any party who approaches him for a possible appointment:

- a) Any past or present close personal relationship or business relationship, whether direct or indirect, with any party to the dispute, or any representative of a party, or any person known to be a potentially important witness in the arbitration;
- b) The extent of any prior knowledge he may have of the dispute.

Bias

15.5 The criteria for assessing questions relating to bias are impartiality and independence. Partiality arises when an arbitrator favors one of the parties or where he is prejudiced in relation to the subject matter of the dispute. Dependence arises from

relationships between an arbitrator and one of the parties, or with someone closely connected with one of the parties.

15.6 Any close personal relationship or current direct or indirect business relationship between an arbitrator and a party, or any representative of a party, or with a person who is known to be a potentially important witness, will normally give rise to justifiable doubts as to a prospective arbitrator's impartiality or independence. Past business relationships will only give rise to justifiable doubts if they are of such magnitude or nature as to be likely to affect a prospective arbitrator's judgment. He should decline to accept an appointment in such circumstances unless the parties agree in writing that he may proceed.

Communications

15.7 Before accepting an appointment, an arbitrator may only enquire as to the general nature of the dispute, the names of the parties and the expected time period required for the arbitration.

15.8 No arbitrator shall Communicate with any of the parties or their Counsel until after the Secretary gives notice of the formation of the Tribunal to the parties.

15.9 Throughout the arbitral proceedings, an arbitrator shall avoid any unilateral communications regarding the case with any party, or its representatives.

Fees

15.10 In accepting an appointment, an arbitrator agrees to the remuneration as prescribed in the rules of SAROD-PORTS, and he shall make no unilateral arrangements with any of the parties or their Counsel for any additional fees or expenses without the agreement of all the parties and the consent of the Secretary of SAROD-PORTS.

Conduct

15.11 Once the arbitration proceedings commence, the arbitrator shall acquaint himself with all the facts and arguments presented and all discussions relative to the proceedings so that he may properly understand the dispute.

Confidentiality

15.12 The arbitration proceedings shall remain confidential. An arbitrator is in a relationship of trust to the parties and should not, at any time, use confidential information acquired during the course of the proceedings to gain personal advantage or advantage for others, or to affect adversely the interest of another.

15.13 This Code is not intended to provide grounds for the setting aside of any award.

Rule 16- Challenge of Arbitrators

16.1 An arbitrator may be challenged if there are circumstances that give rise to justifiable doubts as to his impartiality or independence and also if he or she has committed any misconduct

16.2 An arbitrator may also be challenged if he does not possess the qualifications required by the agreement of the parties,

16.3 A party may challenge an arbitrator appointed on its nomination or with its agreement only for reasons of which it becomes aware after the appointment has been made.

16.4 A party who intends to challenge an arbitrator shall file with the Secretary and serve on the other party or all other parties, whichever is applicable, a Notice of Challenge.

16.5 The Notice of challenge must be filed and served within 14 days from the appointment of the arbitrator or within 14 days after the circumstances mentioned in Rule 15.1 became known to that party.

16.6 The Notice of Challenge must state the reasons for the challenge. The arbitration shall be suspended until the challenge is resolved or decided upon.

16.7 When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. However, it is not implied in either case that there has been an acceptance of the validity of the grounds for the challenge. In both cases, the procedure provided in Rule 11 read with Rule 13, shall be used for the appointment of a substitute arbitrator.

Rule 17 - Decision on Challenge

17.1 If the other party does not agree to the challenge and the arbitrator does not withdraw, the decision on the challenge will be made by the Governing Body.

17.2 If the Governing Body sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment of an arbitrator as provided in Rule 11 read with Rule 13. If the Governing Body dismisses the challenge, the arbitrator shall continue with the arbitration.

Rule 18 - Removal of the Tribunal

18.1 The Governing Body may on the application of a party remove an arbitrator:

- a) Who is physically or mentally incapable of conducting the proceedings or where there are justifiable doubts as to his ability to do so; or
- b) Who has refused or failed to use all reasonable dispatch in conducting the arbitration or making an award.
- c) Who has continuously absented from attending the proceedings for more than 3 sitting without prior permission of Presiding Arbitrator/Governing Body of SAROD-PORTS.

18.2 The arbitrator(s) concerned is entitled to appear and be heard at the hearing of the application to remove him.

18.3 Upon the removal of the arbitrator, a substitute arbitrator shall be appointed in accordance with Rule 11 read with Rule 13.

18.4 The Governing Body's decision on the application is final and is not subject to appeal or review.

Rule 19 - Re-hearing in the Event of Replacement of the Tribunal

If the sole or presiding Arbitrator is replaced, there shall be a re-hearing. If any other arbitrator is replaced, such re-hearing may take place at the discretion of the Tribunal.

Rule 20 - Jurisdiction of the Tribunal

20.1 The Tribunal shall have the power to rule on its own jurisdiction, including any objection with respect to the existence, termination or validity of the arbitration agreement. For that purpose, an arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration agreement.

20.2 The plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defense. A plea that the Tribunal is exceeding the scope of its authority shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its authority. [neither case the Tribunal may nevertheless admit a late plea under this Rule if it considers the delay justified. A party is not precluded from raising such a plea by the fact that he has nominated or participated in the appointment of an arbitrator.

20.3 The Tribunal must rule on an objection that it lacks jurisdiction as a preliminary question upon the objection being raised. It may rule on an objection that it exceeds the scope of its authority either as a preliminary question or in an award on the merits, as it deems just and convenient.

20.4 In addition to the jurisdiction to exercise the powers defined elsewhere in these Rules, the Tribunal shall have jurisdiction to determine any question of law arising in the arbitration; proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal's orders or directions, or to attend any meeting or hearing, but only after giving that party written notice that it intends to do so; and to receive and take into account such written or oral evidence as it shall determine to be relevant, whether or not strictly admissible in law.

Rule 21 - Fees of SAROD-PORTS and Arbitral Tribunal

Fee Schedule

Registration Fee (Non - Refundable): Rs.10,000/- or any amount fixed by Governing Body from time to time. The Schedule of Fees and allied expenditure shall be decided by Governing Body.

Rule 22- Transmission of File to the Tribunal

22.1 The Secretary shall, as soon as practicable transmit to the Tribunal, a file containing the Notice of Arbitration, the Response and all case statements.

22.2 The Tribunal shall as soon as practicable, after consultation with the parties, issue such orders and/or directions as are necessary for the conduct of the arbitration to conclusion, including a timetable for steps to be taken in the arbitration and for the hearing of the arbitration.

Rule 23- Judicial Seat of Arbitration

23.1 Unless otherwise agreed by the parties, the judicial seat of arbitration shall be New Delhi.

Notwithstanding Rule 22.1 and 22.2, the Tribunal may, unless otherwise agreed by the parties, hold hearings and meetings anywhere convenient, subject to the provisions of Rule 28.2.

Rule 24 - Language of Arbitration

The language of arbitrators shall be English. In case of material existing are in any other language, other than English the same has to be translated to English language.

Rule 25 - Conduct of the Proceedings

The Tribunal shall have the widest discretion allowed by the Act to ensure the just, expeditious, economical and final determination of the dispute. The proceedings shall be conducted from 10 AM to 5 PM with a recess of one hour.

Rule 26 - Communication between Parties and the Tribunal

26.1 Where the Tribunal sends any written communication to one party, it shall send a copy to the other party or parties as the case may be.

26.2 Where a party sends any written communication (including Statements, expert reports or evidentiary documents) to the Tribunal, the same shall be copied to the other party or all other parties, whichever is applicable, and show to the Tribunal that the same has been so copied.

26.3 The address of the parties for the purpose of all communications during the proceedings shall be those set out in the Notice of Arbitration, or as either party may at any time notify the Tribunal and the other party or parties, whichever is applicable.

26.4 A copy of correspondence between the parties and the Tribunal shall be sent to the Secretary.

Rule 27 – Party Representatives

Any party may be represented by legal practitioners or any other representatives, subject to such proof of authority as the Tribunal may require. The names and addresses of such representatives must be notified to the other party or parties. In case one party is represented by non-legal person, another party will also be represented by non-legal person so as to maintain natural justice.

Rule 28 - Hearings

28.1 Unless the parties have agreed on documents- only arbitration the tribunal shall hold a hearing for the presentation of evidence by witnesses, including expert witnesses, or for oral submissions.

28.2 The Tribunal shall fix the date, time and place of any meetings and hearings in the arbitrations on the first hearing, and complete time table pertaining to all the activities of the

Arbitration e.g. submission of statement of claim, reply, counter claim, reply therein, admission and denial of documents, visit/inspection of site if any. The tribunal shall stick to the timetable with or without any deviations unless there are unavoidable circumstances warranting such deviation which will be with the prior permission of the tribunal.

28.3 Prior to the hearing, the Tribunal may provide the Parties with matters or questions to which it wishes them to give special consideration.

28.4 In the event that a party to the proceedings without sufficient cause, fails to appear at a hearing of which the notice has been given, the Tribunal may proceed with the arbitration and may make the Award after the party present has submitted evidence to prove its case.

28.5 All meetings and hearing shall be in private unless the parties agree otherwise.

Rule 29 - Documents Only Arbitration

29.1 The Disputes may be decided without an oral hearing if it is so agreed by the parties.

29.2.1 Where the parties agree to dispense with oral hearing, the Tribunal must be promptly informed by either of the parties, as soon as is practicable. The Tribunal must also be promptly informed it, at a later stage, the parties or either of them intends to apply for an oral hearing.

29.2.2 Parties may seek discovery of documents if they are not satisfied with existence of documents annexed with statement of claim, reply and counter claim by giving self-contained request to the Tribunal justifying the necessity for such documents. Decision of tribunal shall be final and binding upon the parties.

Rule 30 - Witnesses

30.1 The Tribunal may require each party to give notice of the names and designations of the witnesses it intends to call and reasons for legal necessity of such witness.

30.2 No party shall call any expert witness without the leave of the Tribunal.

30.3 Any witness who gives evidence may be questioned by each party or its representative subject to any rulings made by the Tribunal,

30.4 A Witness may be required by the Tribunal to testify under oath or affirmation

30.5 Subject to such order or direction which the Tribunal may make, the testimony of witness may be presented in written form, either as signed statements or by duly sworn or affirmed affidavits,

30.6 Any party may require a witness to attend an oral examination at a hearing. If the witness fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, or may exclude it altogether,

30.7 The Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence given by any witness.

Rule 31- Experts Appointed by the Tribunal

31.1 Unless otherwise agreed by the parties, the Tribunal may:

- a) appoint one or more experts to report the Tribunal on specific issues;
- b) require a party to give any such expert any relevant information or to produce, or to provide access to, any relevant documents, goods or property for inspection by the expert.

31.2 Unless otherwise agreed by the parties, if a party so requests or if the Tribunal deem it fit, the expert shall, after delivery of his written or oral report, participate in an oral hearing, at which the parties may question him and present expert witnesses in order to testify on the points at issue.

31.3 Rule 30.2 shall not apply to an assessor appointed by agreement of the parties, or to an expert appointed by the Tribunal to advise solely in relation to procedural matters.

Rule 32 - Rules applicable to substance of dispute - (1) Where the place of arbitration is situated in India

32.1 In an arbitration, the arbitral tribunal shall decide the dispute submitted to arbitration in accordance with the substantive law for the time being in force in India;

Rule 33 - Closure of Hearing

33.1 The Tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submission to make and, if there are none, declare the hearing closed.

33.2 The Tribunal may also, in view of exceptional circumstance, reopen the hearings at any time before the award is made.

Rule 34 - Additional Powers of the Tribunal

34.1 In addition to the powers conferred by the Act, the Tribunal shall also have the power to:

- a) Allow any party, upon such terms of as to costs and otherwise) as it shall determine, to amend claims or counterclaims;
- b) Extend or abbreviate any time limits provided by these Rules;
- c) Conduct such enquires as may appear to the Tribunal to be necessary or expedient;
- d) Order the parties to make any property or thing available for inspection
- e) Order any parties to produce to the tribunal, and to other parties for inspection, and to supply copies of any documents, or classes of documents in their possession, custody, or power which the Tribunal determines to relevant.
- f) Make orders or give directions to any party for interrogatories;
- g) Make orders or give directions to any party for an interim injunction or any other interim measure;
- h) Make such orders or give such directions as it deems fit in so far as they are not inconsistent with the Act or any statutory re-enactment thereof or such law which is applicable or these Rules.

34.2 If the parties so agree, the Tribunal shall also have the power to add other parties (with their consent) to be joined in the arbitration and make a single Final Award determining all disputes between them.

Rule 35- Deposits to Costs and Expenses

35.1 The Tribunal's fees and SAROD-PORTS administration fees shall be ascertained in accordance with the Schedule of Fees in Force at the time of commencement of the arbitration.

35.2 The Claimant shall deposit with the SAROD-PORTS half of the fees payable at the time of filing of the Statement of Case. The Respondent shall deposit with the SAROD-PORTS one-half of the fees payable at the time of filing the Statement of Respondent's Defense and Counterclaim (if any). The balance of fees payable shall be paid 60 days before the date of the final hearing or on such other date that the Secretary may direct.

35.3 Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, the Secretary will make a provisional estimate. The fees will be adjusted in the light of such information as may subsequently become available. If the arbitration is settled or disposed of without a hearing, the amount of the Tribunal's fees and SAROD-PORTS administration fees shall be finally determined by the Secretary who will have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or otherwise disposed of

35.4 The Secretary may from time to time direct parties to make one or more deposit(s) towards any further expenses incurred or to be incurred on behalf of or for the benefit of the parties.

35.5 All deposit(s) shall be made to and held by the SAROD-PORTS. Any interest which may accrue on such deposit(s) shall be retained by the SAROD-PORTS.

35.6 If a party fails to make the payments or deposits required or directed, the Tribunal may refuse to hear the claims or counterclaims, whichever is applicable, by the non-complying party, although it may proceed to determine claims or counterclaims by any party who has complied with orders

35. The parties shall remain jointly and severally liable to the SAROD-PORTS for payment of all such fees and expenses until they have been paid in full even if the arbitration is

abandoned, suspended or concluded, by agreement or otherwise, before the final Award is made.

Rule 36 - Decision Making by the Tribunal

36.1 Where a Tribunal has been appointed, any direction, order, decision or award of the Tribunal must be made by the whole Tribunal or a majority. If an arbitrator refuses or fails to sign the Award, the signatures of the majority shall be sufficient, provided that the reason for the omitted signature is stated.

36.2 If there is no unanimity, the same shall be made by the majority arbitrators as well as by the dissenting arbitrator alone as if acting as a sole arbitrator.

36.3 However, in case of a three-member Tribunal the presiding arbitrators may after consulting the other arbitrators, make procedural rulings alone.

Rule 37 - The Award

37.1 It will be mandatory for the parties to submit written synopsis of their arguments respectively which will form part of the arbitral proceedings.

37.2 The Tribunal shall assemble at the assigned place in SAROD-PORTS and shall exercise utmost secrecy and confidentiality in writing the award,

37.3 Unless the Secretary extends the time or the parties agree otherwise, the Tribunal shall make its Award in writing within 30 days from the date on which the hearings are closed and shall state the reasons upon which its award is based. The award shall contain the date and shall be signed by the arbitrator or arbitrators.

37.4 The Tribunal may make interim awards or separate awards on different issues at different times.

37.5 All Awards must be submitted by the Tribunal to the Secretary and they shall be issued through the Secretary.

37.6 The Tribunal must deliver to the Secretary number of originals of the award

sufficient for the parties and for filing with the Secretary.

37.7 The Secretary shall release the award to the parties only upon receipt of sufficient deposits to cover the fees and expenses due to the Tribunal and to the SAROD-PORTS.

37.8 By agreeing to have arbitration under these Rules, the parties undertake to carry out the award without delay.

37.9 Stamp duty on award shall be payable by the party in whose favor the award has been pronounced.

Rule 38- Additional Award

38.1 Within 30 days after the receipt of the award, either party, with notice to the Secretary and the other party may request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.

38.2 If the Tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall notify all the parties within 7 days of the receipt of the request, that it will make an additional award, and complete the additional award within 30 days after the receipt of the request.

Rule 39 - Correction of Awards

39.1 Within 30 days of receiving an Award, unless another period of time has been agreed upon by the parties, a party may by notice to the Secretary and the other party request the Tribunal to correct in the Award, any errors in computation, any clerical or typographical errors or any errors of similar nature.

39.2 If the Tribunal considers the request to be justified, it shall make the corrections) within 30 days of receiving the request. Any correction shall be notified in writing to the parties and shall become part of the Award.

39.3 The Tribunal may correct any error of the type referred to in Rule 37.1 on its own initiative within 30 days of the date of the Award.

Rule 40- Settlement

40.1 If, the parties arrived at amicable settlement of the dispute during the currency proceedings, the parties shall file memo of settlement before the tribunal who shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the Tribunal, record the settlement in the form of an arbitral award on agreed terms. The Tribunal is not obliged to give reasons for such an award,

40.2 The Parties shall:

- a) Notify the Tribunal and the Secretary immediately if the arbitration is settled or otherwise terminated:
- b) Make provision in any settlement for payment of all the costs of the arbitration and fees and expenses due to the SAROD-PORTS and the Tribunal.

40.3 If the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Rule 38.1, before the award is made, the Tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The Tribunal shall have the power to issue such an order unless party raises justifiable grounds for objection.

40.4 Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the Tribunal, shall be communicated by the Tribunal to the parties through the Secretary.

Rule 41- Interest

The Tribunal may award interest on any sum awarded at such rate as applicable in fixed deposits of Sate Bank of India in respect of such periods ending not later than the date of the award as the Tribunal considers just.

Rule 42- Costs

42.1 The Tribunal shall specify in the final award, the costs of the arbitrations and decide which party shall bear them and in what proportion they shall be borne.

42.2 In this Rule, "costs of the arbitration" shall include: '

- a) The fees and expenses of the Tribunal and the administration fees of the SAROD-PORTS as determined by the Secretary in accordance with the Schedule of Fees;
- b) The costs of tribunal appointed experts or of other assistance rendered: and
- c) All expenses which are reasonably incurred by the SAROD-PORTS in connection with the arbitration.

42.3 The Tribunal has power to order in its Award, that all or part of the legal or other costs (such as legal fees and expenses, costs incurred in respect of party appointed experts etc.) of one party shall be paid by the other party.

Rule 43 - Waiver

A party which is aware of non-compliance with these Rules and yet proceeds with the arbitration without promptly stating its objection in writing such non-compliance shall be deemed to have waived its right to object.

Rule 44 - Exclusion of Liability

44.1 The Tribunal, the President, the SAROD-PORTS and any of its officers, employees or agents shall not be liable to any party for any act or omission in connection with any arbitration conducted under these Rules,

44.2 After the Award as been made and the possibilities of corrections and additional Awards have lapsed or been exhausted, neither the Tribunal nor the President shall be under any obligation to make any statement to any person about any matter concerning the arbitration, and no party shall seek to make any arbitrator or the President or the SAROD-PORTS and any of its officers a witness in any legal proceedings arising out of the arbitration.

Rule 45- General Provisions

45.1 In all matters not expressly provided for in these Rules, the President, the Secretary and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the just, expeditious and economical conclusion of the arbitration.

45.2 The Secretary may from time to time issue Practice Notes on the implementation of these Rules.

Rule 46- Amendment to Rules

These Rules may from time to time be amended by the Governing Body of SAROD-PORTS.

(DETAILS/ INSTRUCTIONS FOR PRICE BID)

V.O.CHIDAMBARANAR PORT AUTHORITY,

TUTICORIN – 628004

INDIA

DREDGING THE DOCK BASIN IN FRONT OF NORTH CARGO BERTH III TO (-)15.10M FOR HANDLING OF VESSELS UP TO 14.20M DRAUGHT AT V.O.CHIDAMBARANAR PORT

VOLUME – II

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**V.O.CHIDAMBARANAR PORT AUTHORITY,
TUTICORIN – 628004
INDIA**

(INTERNATIONAL COMPETITIVE BIDDING)

**DREDGING THE DOCK BASIN IN FRONT OF NORTH CARGO BERTH III TO (-)15.10M FOR
HANDLING OF VESSELS UP TO 14.20M DRAUGHT AT V.O.CHIDAMBARANAR PORT
PRICE BID**

1.0. PREAMBLE
1.1. General

The Contractors attention is drawn to the Conditions of Contract, Specifications, Drawings which are to be read in conjunction with the Bill of Quantities.

This Preamble has been prepared in order to assist the Contractor in pricing the Bill of Quantities and to serve as a guide to the measurement of quantities.

The method of measurement shall be as described below and metric system shall be followed. In case of any dispute in this matter, the Engineer's decision shall be binding and conclusive.

The Contractor should allow against the items or in the prices for everything contained in these Bill of Quantities which has a monetary value.

Lump sums shall not be given where unit rates are applicable.

The various documents collectively referred to herein as the Bill of Quantities jointly constitute the Bill of Quantities referred to in the Conditions of Contract.

These Bill of Quantities have been prepared in accordance with Clause "Measurements" of the Section – II : Technical Bid subject to amendments inherent in the context of any of the descriptions hereinafter.

Items in the Preamble Section of these Bill of Quantities are deemed to qualify and to form part of every description of measured work to which they refer including composite descriptions.

No amendment which has not been authorised in writing by the Engineer shall be made to these Bill of Quantities

The Contractor shall not use these Bill of Quantities as a construction programme or for the purpose of ordering materials or arranging Sub-Contracts.

"Approved", "Directed", "Selected", and similar expressions shall related to the Engineer's decision.

1.2. Prices also deemed to include

Rates shall be comprehensive and include for the following :

- a) All obligations imposed by the Contract
- b) Complying in every respect with the requirements and the considerations of the specifications and drawings.
- c) All considerations arising from the definitions incorporated into each Preamble Section.
- d) Labour for fixing and all associated costs.
- e) Materials and goods and all associated costs.
- f) Fitting and / or for fixing materials and goods in position, hoisting to any height / depth, temporary storage.
- g) Use of plant, equipment, tools and any other accessories required for execution of this work.
- h) Any additional labours associated with measured items.
- i) All survey work including sweeping the entire dredging area before final soundings.
- j) Cost of rectification / remedying any defects which are stipulated in the tender to the account of the Contractor.

All measurements are net and the rates shall include for all items connected, with the trade or traditional allowances. Insurance taxes – prevailing and future payable to Indian Government or any other Government.

Where the word "allow" is used the cost of the items shall be the responsibility of the Contractor.

In the event of there being any discrepancies between details on drawings, descriptions and descriptions in the Bill of Quantities then the item shall be

deemed to have been priced in accordance with the drawings. Certain sections of the works which are dependent upon site conditions may not represent the eventual extent of the works to be executed and may be subject to complete re-measurement. The Contractor shall carry out excess quantity of dredging at the same quoted rates as per Clause 50 and 51 of Section - II : General Conditions of Contract (Technical Bid).

The amounts set against any items of profit shall include for all costs in connection with Letter of Credit, bank charges, interest charges and insurance after the materials come under the control of the Contractor.

The Contractor should leave the whole of the works ready for immediate occupation to the satisfaction of the Engineer including the removal of rubbish, debris or excess spoils from the site / area and taking over and cleaning all the unused materials.

1.3. Rates and Sums to be for Works Complete

Notwithstanding any items which may be implied by the working of the individual items and / or the explanations in this Preamble, it is to be clearly understood by the Tenderer that the rates and sums which he enters in the Bill of Quantities are to be for the work finished complete in every respect and he will be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this Contract and to have priced the items herein accordingly. The rates and sums must therefore include for all incidental and contingent expenses and risks of every kind necessary to construct, complete and maintain the whole of the works in accordance with the Contract.

No claim will be considered for further payment in respect of any work or method of execution which may be described in the contract or is inherent in the dredging and reclamation work and detailed in the drawings or on account of (a) items having been omitted from the Bill of Quantities or (b) any Preamble or (c) no mention of such work or method of execution having been made in the Preamble.

Items against which no rate or sum is entered by the Contractor whether quantities

are stated or not, will be regarded as covered by other rates in the Bill of Quantities.

The quantities for work and materials stated in the Bill of Quantities are not to be considered as limiting or extending the amount of work to be done or materials to be supplied by the Contractor.

1.4. Payment of Lump sums for Dredging Work & Preliminaries

Interim payment of money under items of dredging work and preliminaries priced as lump sums will be made on the basis of the estimated percentage completion of the work covered by such items at the time to which interim measurement relates.

1.5. Rates and Sums to Bear Proper Relation to Work Described

The rates and sums entered by the Contractor against all items in the Bill of Quantities must bear a proper relationship to the cost of carrying out the work described in the Contract. All on-costs and similar charges which are applicable to the contract as a whole are to be spread over all the rates in the Bill of Quantities, whilst those which apply to particular sections of the contract are to be spread only over the items to which those sections refer.

1.6. Units of Measurement

The units of measurement to be used in connection with the works are to be based on the metric system and the drawings and documents have been drawn up metric measurements wherever possible.

In the Bill of Quantities and schedule the following abbreviations have been used:-

m	-	Metre
mm	-	Millimetre
Rs.	-	Rupees
Sq.m.	-	Square Metre
Sq.millimetre	-	Square Millimetre

Cu.m.	-	Cubic Metre
No. / Nos.	-	Number / Numbers
dia.	-	Diameter
kg. / K.G.	-	Kilo Gram
L.S.	-	Lump Sum
Hr.	-	Hour
Km./K.M.	-	Kilo metre
IST	-	Indian Standard Time
CD	-	Chart Datum.

2. MOBILISATION AND DEMOBILISATION

Items relating to mobilisation and demobilisation of specific types of plant shall include all ancillary and associated equipment, personnel etc., to enable the plant to operate in productive manner on the Site. In case additional plant and personnel beyond those included in Bill of Quantities have to be mobilised to site for successful completion of the project in scheduled time as decided by the Engineer in consultation with the Contractor, the same shall be done by the Contractor at no extra cost including demobilisation.

For mobilisation / demobilisation of equipments, materials and services to be availed from India / to be imported into India the rate shall be quoted in Indian Rupees only. Mobilisation and demobilisation fee together shall not exceed 10% of the dredging cost and shall be supported by justification for the fee quoted.

3. DREDGING

Items referring to dredging except where indicated shall apply to excavation of materials from the seabed and disposal to the approved disposal area.

Pre and post hydrographic surveys shall be conducted as per Clause 55 of Section – III : Technical Bid.

4. OVER DREDGING

Payment for dredging below the specified dredging levels shall be made in accordance with the tolerances given in Clause 53, Section – III of Technical Bid.

5. IDLE TIME CHARGES

The rate for idle time charges quoted by the lowest Bidder will be finalised taking into account the lowest idle time charges quoted by the other Bidders.

Note:

The Rate/ Amount to be quoted in the price bid is excluding of GST.

Dredging the dock basin in front of North Cargo Berth III to (-)15.10m for handling of vessels up to 14.20m draught at V.O.Chidambaranar Port
Idle Time Charges beyond 4 hours

(To be given on Company Letter Head)

To

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

Sir,

Subject: Idle Time Charges beyond 4 hours – Reg.

Tender No: E(C) / F.59 / PD/ NCB III Dredging /E 3845/2023/D.1944 Date: 30.06.2023

I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) URL namely <https://etenders.gov.in/eprocure/app> as per your advertisement.

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby and agree the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued, if any, from time to time by V.O.Chidambaranar Port Authority for the above subject work has also been taken into consideration, while submitting this offer.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We hereby quote an amount of **Rs.....per hour** towards Idle Time Charges beyond 4 hours for CSD only as indicated in Sub-Clause 38 (Stoppage of works) and 51.1 (Interruption to Work) under Section-III.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)