

**HIRING OF DREDGER FOR SUB-CONTRACTING PART OF THE WORK DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR THE YEAR 2020-21.
Tender No. DCI/HO/OPS/Kochi/Sub-Contract /2020-21 Pre-Bid Replies**

Item	Clause	Page	Bid Conditions	Bidder's Query	DCI Clarification/ Reply
Section-II-Instructions to Bidders					
1	7.2.4	12	Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31st March 2020	Since the audited balance sheet for 2019-20 will not available till September 2020, there years Audited balance sheets for last three years ending 31 March 2019 may please be considered.	Replace the ending date of Clause 7.2.4 of ITB with 31 st March 2019 as follows. "Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31st March 2019."
2	7.2.14	12	If the tenderer is not the owner of the dredgers/ crafts, necessary documents in support of the authorization or lease granted by the owner of the dredgers/ crafts to the tenderer to offer and operate the dredgers/ crafts by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized	It is proposed that if the equipment to be deployed is within group companies, letter from the group company confirming chartering of vessel may be considered instead of agreement on stamp paper.	Add the following sentence below the existing clause of 7.2.14 of ITB : If the equipment to be deployed is within group companies, letter from the group company confirming chartering of vessel may be considered and the letter to be notarized. Contractor shall also indicate "the vessel deployed shall not withdraw till completion of the project."
3	10.1	13	Prices shall be quoted in Indian Rupees only	It is proposed to consider for payment of exchange variation between Euro and INR	Tender condition prevails
4	22.4	17	Bill of quantities shall be inclusive of all Port dues for plying in Port waters	It is proposed that the bidder's offer shall be exclusive of Port dues and Pilotage and the same shall be extended for the vessels to be deployed. In addition, Berth for Bunkering/Maintenance shall be provided free of charge for a maximum period of 3 days in a month.	Tender condition prevails.

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5	26	18	<p>Right to Vary Period of Contract at Time of Award:</p> <p>DCI reserves right regarding giving extension / curtailment, deciding period of extension / curtailment and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.</p>	<p>The following is clarified on the subject provision.</p> <ul style="list-style-type: none"> • In case of reduction in quantity in excess of 15% of BOQ quantities, the rates are to be renegotiated. • Execution of additional quantity in excess of 15% of BOQ quantity shall be based on vessel planning of the Contractor since the vessels are to be committed well in advance. • Any curtailment of the Contract shall be based on the above principles and shall be notified sufficiently in advance and cannot be one week's notice. 	Tender condition prevails.
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Section-III- General Conditions of Contract					
6	1.6	32	<p>Contract Agreement:</p> <p>The Contract Agreement shall be in the prescribed departmental form annexed to the bid and is on Visakhapatnam stamp paper of proper value</p>	<p>It is clarified that the stamp paper can be from TamilNadu or from Andhra Pradesh</p>	Tender condition prevails.
7	4.9	41	<p>Site Data</p>	<p>It is clarified that the Employer shall be responsible for the accuracy of data supplied and Contractor shall be responsible for interpretation of data. During execution works, the soil encountered is in variance with the data provided by Employer, the necessary changes to the contract price shall be made.</p>	Tender condition prevails

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8	4.11	42	Unforeseeable Physical Conditions	The clause is incomplete	Add the following paragraph below the existing last paragraph of clause 4.11: (a) An extension of time for such delay, if completion is or will be delayed, under sub-clause 6.4 [Extension of Time for completion], and (b) Payment of any such cost, which shall be added to the contract price. The Engineer may take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Bid, which may be made available by the Contractor, but shall not be bound, by any such evidence.
9	6.1	48	Commencement of work: The Contractor shall commence the execution of the Work not later than the date of expiry of 15days from the date of receipt of Letter of Acceptance	As this is not practical to start within 15 days of LOA as dredging equipment are Capital extensive and few in numbers which are also busy at other projects, It is proposed that the Commencement shall be within 45 days from the date of LOA. In case the deployment of vessel requires approval from MOD and MOHA, the commencement date shall be 75 days after receipt of LOA.	Tender condition prevails
10	6.9	50	Consequences of Suspension If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions shall be entitled subject to Sub-Clause 16.1 [Contractor's Claims] to: an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [Extension of Time for Completion], and	It is clarified that in addition to the extension of time, the Contractor shall also be entitled for additional cost if any incurred due to such suspension	Tender condition prevails

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11	6.11	50	<p>Resumption of Work The Contractor shall make good any deterioration or defect in or loss of the Works, which has occurred during the suspension.</p>	<p>It is clarified that cost of making good of deterioration or defects shall be at the cost of Employer.</p>	Tender condition prevails.
12	7.1	50	<p>Taking over of the Works :</p>	<p>It is proposed to replace "14 days" in second para with "7 days" and "28 days" with "7 days" in third para</p>	Tender condition prevails
13	9.1	52	<p>Base Rates and Adjustment for subsequent Price Variation</p> <p>Beyond the contract period and during extended completion period, the price adjustment payment shall be made at the frozen price index prevailing on the original scheduled date of completion of work.</p>	<p>It is clarified that since the price adjustment is based on the price variation in the main fuel price based on the IOCL/BPCI/HPCL supply circulars, there is no need to have Supply and consumption register of the fuel to be maintained in duplicate, one copy by the Contractor and other by the department, in the format approved by the Engineer .</p> <p>Alternatively, Employer may agree for price adjustment based on the actual consumption. Kindly confirm which method you would like to opt for.</p> <p>It is further clarified that the price adjustment due to fuel price variation shall be applicable on mobilization and demobilization amount also.</p> <p>It is clarified that if the extension is for reasons not attributable to the Contractor, the fuel escalation shall be payable during extended period based on the fuel price during the extended period and not on frozen price.</p>	Tender condition prevails

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14	10.1	53	<p>Contract Price</p> <p>Contract Price shall not be adjusted for any of these Costs except as stated in Sub-Clause 9.3 [<i>Adjustments for Changes in Legislation</i>];</p>	<p>There is no clause 9.3 and the same needs to be included.</p> <p>It is further clarified that the Contract price shall be adjusted due to changes in the price of Main fuel and due to change in change in legislation.</p>	<p>Page 53, Add clause 9.3 as follows;</p> <p>9.3 Adjustments for changes in Legislation: The contract price shall be adjusted to take account of any increase or decrease in cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official government interpretation of such Laws, made after the Base Date, which affect the contractor in the performance of obligations under the contract.</p> <p>If the contractor suffers (or will suffer) delay and / or incurs (or will incur) additional cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the contractor shall give notice to the Engineer and shall be entitled subject sub-clause 16.1 [contractor's claim] to:</p> <ul style="list-style-type: none"> (a) An extension of time for any such delay, if completion is or will be delayed, under sub-clause 6.4 [Extension of time for completion] and (b) Payment of any such cost, which shall be included in the contract price. <p>After receiving this notice, the engineer shall proceed in accordance with sub-clause 3.4 (Determinations) to agree or determine these matters.</p>
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15	10.6	55	<p>Payment: The Employer shall pay to the Contractor:</p> <p>a) the amount certified in each Interim Payment Certificate within 15 Days after receipt of payment from CoPT. b) the amount certified in the Final Payment Certificate within 30 Days after receipt of payment from CoPT.</p>	<p>The payment shall be made by Employer within 30 days of submission of statement to Engineer independent of payment by Copt to the Employer.</p> <p>Please note that it would be impossible to the Contractor to monitor the payment from Copt to the Employer.</p>	Tender condition prevails
16	10.7	55	Delayed Payment: Deleted	It is proposed to retain the clause an interest on delayed payment shall be applicable at SBI Prime lending rate plus 2%	Tender condition prevails
17	10.8	55	Retention Money... Retention Money shall be refunded within 14 days from the date of payment of final bill.	Since there is no defect liability period for dredging works, the retention money shall be returned within 7 days after issue of Taking over certificate.	Tender condition prevails
18	11.2	58	<p>Termination by Employer The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made on behalf of Contractor</p> <p>However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment.</p>	<p>It is clarified that the Employer cannot use the Contractor's dredging equipment for getting work done by others</p> <p>It is clarified that the Employer cannot sell the contractor's dredging equipment.</p>	Tender condition prevails

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19	11.5	59	<p>Employer's Entitlement to Termination:</p> <p>The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor.</p> <p>After this termination, the Contractor shall proceed in accordance with Sub-Clause 12 [<i>Cessation of Work and Removal of Contractor's Equipment</i>] and shall be paid in accordance with Sub-Clause 15.6 [<i>Optional Termination, Payment and Release</i>]</p>	<p>It is clarified that in addition to payment as listed under clause .6, the Contractor should also be paid 10% value of un-executed works as on date of termination for employer's convenience.</p>	Tender condition prevails
20	-	-		<p>It is clarified that the under the Contract, the Contractor shall be entitled for termination of the Contract due to default of the Employer and suitable clause to this effect shall be included in the contract.</p>	Tender conditions prevails

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21	13.3	61	Defined Risks	<p>To include the following as Employer's Risks in line with FIDIC conditions of contract applicable for Dredging and Reclamation works.</p> <ul style="list-style-type: none"> • Use or occupation by the Employer of any part of the Works except as may be specified in the Contract, • Suspension of work unless it is attributable to any failure of the Contractor. • Any failure of Employer or the Engineer. • Physical obstructions or physical conditions on the site during the performance of works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor has immediately notified to the Engineer • Climatic Conditions more adverse than specified in the tender. • Any delay or disruption caused by any variation. • Damage which is unavoidable result of the Contractor's obligation to execute the work 	Tender condition prevails
22	14.1	63	General Requirements for Insurances	It is clarified that all insurance policies shall be in the name of Contractor and endorsement of Co-insurance and waiver of subrogation in favor of DCI would be issued.	Tender condition prevails
23	15	65	Force Majeure	It is clarified that if the Contractor is prevented from performing any of its obligations under the Contract due to force majeure, the Contractor shall be entitled to extension of time and payment of cost	Tender condition prevails

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24	22	71	Goods & Services Tax (GST): GST shall be paid extra along with running account bill at the rate prescribed by the Government from time to time on production of the relevant documentary evidence	It is clarified that the GST shall be along with running bills upon submission of GST compliance tax invoice and there shall not be any other documentary evidence to be submitted by the Contractor.	Page 71, Clause 22 to be read as follows: GST shall be paid extra along with running account bill at the rate prescribed by the Government from time to time on submission of GST invoice.
25	23	71	Security Clearance: Prequalification of bidders is subject to security clearance from Govt. The bids received from any tenderer may be summarily rejected on National Security consideration without any intimation thereof to the tenderer.	Does it mean that the price bids will be opened only after getting Security Clearance. Is any Role of bidder in the process.	Tender condition prevails

Section-V-Technical Specification					
26	4.4.1	82	Method of measurement In the case of average mix density in the hopper is more than 1.3 tons/Cu.M, it will be limited to 1.3 tons/Cu.M for computation of actual production. No compensation shall be payable for production over and above minimum requirement stated above	We request Employer to withdraw this limitation of mix density as 1.3 t/cum so that both Employer and Contractor can get benefit of efficient use of Contractor's dredger and better productivity. By limiting mix density as 1.3 t/cum for payment purpose, the competitiveness is limited. This is extremely important to receive competitive bid	Tender condition prevails
27	7.2	83	Minimum Interference with Navigation It is the sole responsibility of the Contractor to maintain the channel free for navigation during the entire period of Contract irrespective of the time/period in the year during which the dredging operations must be carried out	While every effort will be made to co-ordinate with the Port and to minimize the traffic delays, if the Contractor's equipment is idle for more than 7 hours in a week on cumulative basis for reasons not attributable to Contractor , the idle time is payable.	Tender condition prevails

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Section-VI-Special conditions of Contract					
28	2.5	91	<p>Maximum Permission Dredge Depths Over-dredging in the channels and basins as well as in front of berths shall not be permitted. The dredging shall be done limiting to the depth in the channels , basins and all respective berth frontages as given in TABLE- A.The excess quantity of material dredged and removed beyond the maximum permissible depth given at table A evidenced from the fortnightly sounding chart of every month , shall be deducted from the actual monthly production achieved for the respective month and the payment will be restricted to the revised quantity thus arrived for.</p>	It may be noted that it is impossible for any dredging Contractor not to have any over dredging. You are requested to allow execution tolerance in this respect; which can be between 0.75 to 1m.	Tender condition prevails
29	2.5	91 and 92	<p>Table A</p>	At some locations maximum permissible depth are deeper than designed depth whereas at some locations it is indicated other way around. Can you please clarify?	Maximum permissible depths are either deeper or same as designed depth.
30	2.6.1	93	<p>Dredger(s) to be deployed The dredger shall have both the tubes and engines fully functional and the bow thrusters, DLM and track recorder</p>	Please note that Bidder shall be at liberty to deploy single Tube or two tube dredgers depending on availability. It is further clarified that single tube dredgers are more efficient compared to dredgers with two suction tubes. The Employer shall leave the dredger specification to the Contractor	Tender condition prevails

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31	2.6.6	94	<p>Efficiency Parameters of Dredgers of Trailing Suction Hopper Dredger (TSHD)</p> <p>It should have preferably 2 suction pipes capable of dredging to a depth equal to the design depth plus 4mtrs.</p>	<p>It is clarified that most of modern dredgers are of single tube dredgers and single tube dredger are more efficient in comparison to two tube dredgers.</p>	Tender condition prevails
32	2.7.2	95	<p>During the progress of dredging, due to requirement of shipping or for any other reasons, if it is so required by the Dy. Conservator/ Engineer, the Contractor shall undertake dredging in any other location or area than programmed earlier, in the channels or berth frontage as instructed and no claim of any sort shall be made for deviating from the original dredging programme.</p>	<p>It is clarified that in case there is no other area available for dredging and the dredger is idle, the idle charges are payable.</p>	Tender condition prevails
33	2.8.3	96	<p>In case of dumping of dredged material by the Contractor at unauthorized places and times... penal recovery at rate.... of 50% of the quoted rate</p>	<p>Please clarify what do you mean by unauthorized "time"</p>	<p style="text-align: center;">Tender condition prevails.</p> <p>Dumping of dredged material shall be carried out strictly in specified areas only. Unauthorized time means when the actual time of dumping defers from the reported dumping time.</p>
34	2.9	97	<p>No separate mobilization or demobilization charges shall be payable for the deployment of dredgers</p>	<p>It is proposed to keep a separate BOQ item for Mobilization and demobilization. This is to avoid situation when volumes are decreased or increased, one party is adversely affected.</p>	Tender condition prevails

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35	2.18.1	100	However, if any obstructions like sunken buoys, barges or pontoons, small anchors, steel plates, angles, boulders, concrete pieces up to a size of 3m x 2m / 5 tons are encountered these shall be removed by the contractor at his own risk and no claim whatsoever on this account will be entertained by the employer.	It is clarified that any such obstructions shall be removed by the Contractor at additional cost to the Employer as it is not possible to in build such cost at the time of tendering.	Tender condition prevails
36	2.29.2	106	The payment for the Work done during a month which will fall due on the 1st Day of next month will be released within 15 days on receipt of payment from the Cochin Port Trust	Since we are not aware of payment schedule between Cochin Port and Employer and as our Contract is with the Employer, the Employer shall make the payment within 30 days from the date of submission of statement to Engineer and it cannot be linked to payment from Cochin Port.	Tender condition prevails
37	2.34(i)	108	The decision of the Chief General Manager (CGM) shall be final, conclusive and binding on all parties to the above shall not be subjected to arbitration.	It clarified that all matters where the dispute arises and not settled amicably shall be referred to Arbitration.	Replace Clause 2.34 as follows: If any dispute or difference of any kind whatsoever shall arise between contractor and DCI in connection with or arising out of the charter Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Departmental Resolution Committee nominated by Chief General Manager of DCI will try to resolve the dispute in an amicable way with the consent of DCI Management. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either contractor (o) DCI may give notice to the other party of its intention to commence arbitration, as hereafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given and the disputes herein shall be settled by arbitration under the provisions of Indian Arbitration and Conciliation Act-1996.

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38	2.34(ii)	108	<p>Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by the Managing Director, DCIL, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996</p>	<p>It is clarified that the Arbitration shall be by a panel of 3 Arbitrators one nominated by Contractor, one nominated by Employer and both the arbitrators to select the Presiding Arbitrator.</p>	<p>Each party shall appoint an arbitrator and arbitrators so appointed shall appoint a third arbitrator who shall be the presiding arbitrator and the award of arbitrators shall be final and binding upon the parties hereto, subject to the provisions of the arbitration and conciliation Act, 1996 (Act 26 of 1996). The arbitrators shall give a reasoned award within six months from the date of the appointment of the 3rd Arbitrator. The contract shall be governed by Indian Laws.</p> <p>The dispute arising out or under the contract will be subject to the exclusive jurisdiction of the courts at Visakhapatnam only.</p> <p>The arbitrator shall give a reasoned award and shall be in accordance with provisions of Arbitrations and conciliations Act. 1996 or any statutory modifications or re-enactments thereof . The venue for the Arbitration shall be at Visakhapatnam and the court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.</p>
39	2.39	110	<p>Default: If the Contract is terminated during the tenure of the Contract without any fault of the Contractor, the Contractor shall be paid by the Employer, for the Work executed prior to the termination, at the rate and prices provided in the Contract.</p>	<p>In addition to the value of work executed, the Contractor should also be paid mobilization and demobilization cost. Since this amounts to termination due to Employer's convenience, the Contractor should also be compensated for 10% of value of unexecuted work.</p>	<p>Tender condition prevails</p>

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40	2.44.2	112	Recovery towards non deployment of dredger: As per the conditions of this agreement, it is expected that the dredging shall be carried out with suitable dredger of specified capacity ie.7,000 cum, in the Port's channel/ basin or any other location as directed, continuously throughout the contract period except the permissible non-operational period not exceeding 5 days in a calendar month. Any shortfall in working / deploying the dredger below the limits specified above and/or elsewhere in the tender shall attract penalty as given below.....	It is requested to confirm that as long as the Contractor dredges the quantity of 1.27 million cum in a month with mix density of not less than 1.3 tons/cum, there will not any penalty.	Tender condition prevails
41	2.44.2(ii)	113	Dredger idle period (allowable 5 days in a month) shall be programmed in concurrence with DCI , as Cochin Port trust attracts additional penalty if the dredgers are not working beyond 24hrs at a time ,an amount of Rs.5.0 lakh per day (24 hrs.) or part thereof shall be recovered from the first day onwards.	It is clarified that the breakdown period if any cannot be predicted and depending on the nature of breakdown, it may be that the dredger may need to idle for more than 24 hours in a stretch. Hence if the Contactor dredges the quantity of 1.27 million in a month, there shall not be any other penalty.	Tender conditions prevails
42	6.3	114	The Contractor shall where so direct by the Engineer be required to Work to other Contractor's Drawings where so ever Drawings for Work not included in this Contract are related to details of the Works.	This clause is not clear. It is clarified that the Contractor shall execute the works as per the scope of work under this contract only and not any other work as required by others.	Tender conditions prevails

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43	6.4	114	The Contractor shall from time to time as the Engineer may direct, provide attendance on the other Contractors and carry out minor Works in connection with such Contracts. The Cost of provision of such attendance and Work as may be so required will be mutually agreed before commencement of attendance/Work.	It is clarified that any additional work will be executed if the same can be done with the equipment on site and subject to arriving at mutually acceptable time and cost agreement.	Tender conditions prevails
44	8.2	115	Should any damage be done by the Contractor to any mains pipes, cables or lines (whether above or below ground), whether or not & shown on the Drawings the Contractor must make good or bear the Cost of making good the same without delay to the satisfaction of the Engineer and of the owners.	We interpret that this is applicable to on shore facilities. Employer to confirm that there are no underwater pipes, cables and such items.	Tender conditions prevails
45	13	116	POSSESSION PRIOR TO COMPLETION If such, prior possession or use by the Engineer delays the progress of Work, on equitable adjustment in the time of completion will be made	It is clarified that in addition to the adjustment in the time of completion, the Contractor shall also be paid additional cost incurred by the Contractor.	Tender conditions prevails
46	14	117	For provision of Clause 10 (Contract Price and Payment) of the General Conditions of Contract, to treat that the Works has been completed and issue a Final Payment Certificate, the following documents will be deemed to form completion of documents: (i) The Technical documents according to which the Works was carried out	Employer is requested to clarify which specific Technical documents should be submitted other than Sounding charts.	Tender conditions prevails

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47	17	117	Employer reserves the right to extend the dredging contract beyond original contract for a further period of up to 3 (three) months if required on the same rate, terms and conditions of the original agreement. 1	Such request shall be made at least 3 months before completion of original contract to enable the Contractor to include in vessels deployment schedule.	Tender condition prevails
Section-VI-Sample Forms					
48	2	123	Price Schedule	Since the Contractor's scope is deployment of TSHD of not less than 7000 cum hopper capacity and to dredge quantity of 1.227 million cum in a month with density of 1.3 ton/cum, the BOQ description shall reflect the same. Contractor shall have liability up to this much volume	Tender condition prevails

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BIDDERS QUERY

Sr. No	Tender Clause Reference	Page No	Subject	Bidder's Query	DCI Clarification/ Reply
1	Instruction to Bidders Pt.4	11/150	Clarification of Bidding Documents	The dates mentioned on 4.1 on page 11 and on page 2 are contradicting. Pls correct accordingly.	Replaced para 1 of Clause 4.1 regarding dates with the following: Pre-bid meeting will be held on 09.07.2020 at DCIL, HO. Prospective bidders are requested to forward their queries by e-mail on or before 06.07.2020.
2	Instruction to Bidders Pt. 26	21/100	Right to Vary Period of Contract at Time of Award	This is one sided clause. If any extension of work then it should be discussed and mutually agreed. Request amend the clause.	Tender condition prevails
3	SCC Clause 1.12b	33/150	Obtaining all Permits Licences, approvals , etc.	The contractor shall obtain all permits, Licences, approvals as required by the laws in relation to the execution and completion of the works. Pls confirm that DCI is taking care of all the required dredging, disposal and environmental permits.	Tender condition prevails
4	SCC Clause 2.6.1	93/150	Dredger(to be deployed	Total hopper capacity not less than 7,000 m3 shall be continuously deployed.... We request you to clarify why such sealing on capacity of dredger is given?	Tender condition prevails.

HIRING OF DREDGER FOR SUB-CONTRACTING PART OF THE WORK DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR THE YEAR 2020-21.
Tender No. DCI/HO/OPS/Kochi/Sub-Contract /2020-21 **Pre-Bid Replies**

Sr. No	Tender Clause Reference	Page No	Subject	Bidder's Query	DCI Clarification/ Reply															
5	SCC Sub Clause 2.9 -BOQ	97/150	Mobilization and Demobilizations cost for the dredging plants and equipments Bill of Quantities	<p>"No separate mob and demob charges shall be payable for the deployment of dredgers and the costs of mobilization and demobilization of dredgers deployed shall be included in the lump sum amount quoted for the works."</p> <p>Contractor's dredger needs to be mobilised from outside India. Please include a separate item for Mob and Demob charges for the deployment of dredger.</p>	Tender condition prevails															
6	SCC Sub Clause 2.18	100/150	Natural/artificial underwater obstructions	Please provide UXO study results in case available and what will be the methodology of payment incase of under water obstructions	UXO study results are not available. Being maintenance dredging under water obstructions may not encounter. However, contractor is required to consider this aspect also while quoting his bid and no additional payment in this regard.															
7	BOQ Sub Clause 2.28	105/150	Total % in BOQ	Total percentage end up to 101.98 % instead of 100% . Please correct the payment percentages such that the total results in 100%.	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Month/Year</th> <th>Payment that will become due during the Months as a percentage of the quoted amount for item No.1 of the Schedule of Quantities for the period of 9 months from the date of commencement</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1st/Commencing month**</td> <td>11.1</td> </tr> <tr> <td>2</td> <td>2ndmonth</td> <td>11.1</td> </tr> <tr> <td>3</td> <td>3rd Month</td> <td>11.1</td> </tr> <tr> <td>4</td> <td>4th Month</td> <td>11.1</td> </tr> </tbody> </table>	Sl. No.	Month/Year	Payment that will become due during the Months as a percentage of the quoted amount for item No.1 of the Schedule of Quantities for the period of 9 months from the date of commencement	1	1 st /Commencing month**	11.1	2	2 nd month	11.1	3	3 rd Month	11.1	4	4 th Month	11.1
Sl. No.	Month/Year	Payment that will become due during the Months as a percentage of the quoted amount for item No.1 of the Schedule of Quantities for the period of 9 months from the date of commencement																		
1	1 st /Commencing month**	11.1																		
2	2 nd month	11.1																		
3	3 rd Month	11.1																		
4	4 th Month	11.1																		

HIRING OF DREDGER FOR SUB-CONTRACTING PART OF THE WORK DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR THE YEAR 2020-21.

Tender No. DCI/HO/OPS/Kochi/Sub-Contract /2020-21 Pre-Bid Replies

Sr. No	Tender Clause Reference	Page No	Subject	Bidder's Query	DCI Clarification/ Reply		
					5	5 th Month	11.1
					6	6 th Month	11.1
					7	7 th Month	11.1
					8	8 th Month	11.1
					9	9 th Month	11.2
					TOTAL (9 months)		100%
8	General		Drawings	Please provide the design and bathymetric survey data in Auto cad dwg or ascii (xyz) format.	Auto cad layout of dredging areas will be provided.		
9	General		Soil Information	Please provide geotechnical information concerning the soil materials to be dredged in the subject areas	Please refer to Technical specifications. Scope of work is for Maintenance dredging only.		

HOD (Ops)

CGM

CFO

DREDGING CORPORATION OF INDIA LIMITED
OPERATION: HEAD OFFICE: VISAKHAPATNAM

DCI/HO/OPS/Kochi/Sub-Contract /2020

Dt: 26.06.2020

TENDER

FOR

“HIRING OF DREDGER FOR SUB-CONTRACTING PART OF THE WORK DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR THE YEAR 2020-21” AT COCHIN PORT, COCHIN.

TENDER ISSUED TO:

M/s.

.....
.....
.....
.....

Head of the Department (Ops)
Visakhapatnam

TENDER

FOR

“HIRING OF DREDGER FOR SUB-CONTRACTING PART OF THE WORK DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR THE YEAR 2020-21” AT COCHIN PORT, COCHIN.

DUE DATES:

1. Issue of Tenders : 26.06.2020 to 27.07.2020 upto 1500Hrs.
2. Date of Prebid enquiry receipt : 06.07.2020 at 1800 Hrs at DCIL, HO
2. Date of Pre-Bid meeting : 09.07.2020 at 1100 Hrs at DCIL, HO
3. Last date of receipt of Tenders : 27.07.2020 up to 1500 Hrs.
4. Opening of Techno commercial Bids (Cover -A) : 27.07.2020at 1530 Hrs at DCIL, HO.

Head of the Department (Ops)
Dredging Corporation of India Ltd.,
Main Road, H.B.Colony,
Sethammadhara,
Visakhapatnam- 530 013.
Andhra Pradesh (INDIA)
Mobile: 99498 25204

E-mail IDs:svprasad@dcil.co.in,s.bhaskararao@dcil.co.in,hpkutty@dcil.co.in,

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SECTION - I

INVITATION FOR BIDS

(IFB)

DCI/HO/OPS/Kochi/Sub-Contract /2020

Dt: 26.06.2020

SECTION-I(NOTICE INVITING TENDER)

Sealed Tenders are invited in two covers system(i.e.) Cover-A "Techno-Commercial Bid" and Cover-B "Price Bid" by DREDGING CORPORATION OF INDIA LIMITED, VISAKHAPATNAM from experienced contractors for the work "HIRING OF DREDGER FOR SUB-CONTRACTING PART OF THE WORK DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR THE YEAR 2020-21" AT COCHIN PORT, COCHIN.

1. Name of Work : "Hiring of dredger for sub-contracting part of the work dredging for maintenance of channels and basins at cochin port for the year 2020-21" at Cochin port, Cochin.
2. Estimated Cost : Rs.44.60Cr(Rupees forty four cr and sixty lakh only including GST)
3. Period of Contract : Maximum 9 (Nine) monthsexclusive of mobilization period.
4. Mobilization Period : 15 days from the date of issue of work order.
5. Earnest Money Deposit : Rs.18,90,000/- (Rupees eighteen lakh and ninety thousand only). The EMD shall pay through E-payment/ Bank Guarantee. Bank details as follows:
Bank Name : Syndicate Bank
DCI Current account No. 35833070000014
Branch Name: DCILTD, PORT AREA BRANCH, Visakhapatnam - 530001.
IFSC/ RTGS No. SYNB0003583
Swift Code No. SYNBINBB032.
(e- receipt to be enclosed in Cover-A)
6. Date of down load of Tender document from DCI website. : From 26.06.2020 to 27.07.2020 upto 1500 Hrs.

- 8 Date of Pre bid meeting : 09.07.2020 at 1100hrs at Head Office
7. Last date of receipt of Tenders : 27.07.2020 upto 1500 Hrs in the Office of the Head of the Department (Ops),DCIL, Main Road, H.B.Colony, Sethammadhara,Visakhapatnam-530 013.
8. Opening of Techno-Commercial Bids : 27.07.2020 at 1530 Hrs in the Office of Head of the Department(Ops), DCIL, Main Road, H.B.Colony, Sethammadhara,Visakhapatnam-530 013.
9. Cost of Tender Documents : Rs.5900/-including GST @ 18% (Non-refundable) in the form of e- challan (copy to be enclosed in technical Bid/cover)

Pre-Qualification Criteria:

Experiences of having been successfully completed similar works for carrying out maintenance dredging /capital dredging by deploying TSHDs/CSDs.

1. During the last seven years, ending last day of month previous to the one in which tenders are invited should be any of the following:
 - a. Three similar completed works each costing not less than the amount of Rs.15.12 Cr, exclusive of GST.
OR
 - b. Two similar completed works each costing not less than the amount of Rs.18.90Cr,exclusive of GST.
OR
 - c. One similar completed work costing not less than the amount of Rs.30.24 Cr,exclusive of GST.
2. Average Annual financial turn over during the last 3 years ending 31st March 2020 should be at least Rs.11.34 Cr,exclusive of GST.

Interested eligible Tenderers may obtain the Tender documents from the websites: www.dredge-india.com, <http://eprocure.gov.in>

Alternatively, tenderers may contact at the following address for clarifications regarding sale of Tender documents, submission, receipt of tender etc:

Head of the Department (OPS)

Dredging Corporation of India Ltd.,

Main Road, H.B.Colony,

Seethammadhara,

Visakhapatnam – 530 013

Andhra Pradesh (India)

Mobile: 99498 25204.

E-mail ID: svprasad@dcil.co.in, s.bhaskararao@dcil.co.in, hpkutty@dcil.co.in

The detailed NIT and complete Tender Document is hosted on websites www.dredge-india.com, and <http://eprocure.gov.in>. Interested parties may visit the same. The blank proposal document can also be down loaded from our Website. In such a case, the party is required to submit the tender along with the cost of tender document in the form e- challan(copy to be enclosed in technical Bid/cover). The downloaded document is required to be registered by forwarding a request letter to DCI Ltd., indicating their expression of interest of participation in bidding, credentials of experience, PAN Number if allotted and enclosing cost of tender document as said above, so as to reach DCI Ltd., before the closing date as afore said, through an authorized person/agent/or by Registered Post/Speed Post/Courier. The downloading of document shall be carried out strictly as per the provision provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such proposals are liable for outright rejection.

Dredging Corporation of India Ltd. reserves the right to:

1. Issue Tender Documents only to those considered capable to execute the work.
2. Accept or reject any or all Tenders without assigning any reason whatsoever.
3. Cancel the tender enquiry at any stage without assigning any reason.
4. Accept the tender in whole or part.
5. Reject the tender received with counter conditions.

Head of the Department(Ops)

SECTION - II
INSTRUCTIONS TO BIDDERS
(ITB)

SECTION IIINSTRUCTIONS TO BIDDERSTABLE OF CLAUSES

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SECTION - II
INSTRUCTIONS TO BIDDERS

(ITB)

A. Introduction

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to Dredging Contractors who satisfy the conditions stipulated in the bid document.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Dredging Corporation of India Limited (DCI) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 1.3 Government-owned enterprises in India may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the DCI.
- 1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by DCI or any other Government agencies / DCI's Clients in accordance with ITB Clause 31.1.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the DCI will in no way be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

3. Content of Bidding Documents

- 3.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids (IFB), the Bidding Documents include:
- a) Instructions to Bidders (ITB)
 - b) General Conditions of Contract (GCC)
 - c) Technical Specifications
 - d) Special Conditions of Contract (SCC)
 - e) Sample Forms containing the following:
 - Bid Form
 - Price Schedules
 - Proforma For Bank Guarantee for Earnest Money Deposit
 - Agreement Form
 - Performance Security Form
 - Qualification Requirements

- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission

of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

4. Clarification of Bidding Documents

- 4.1 Pre-bid meeting will be held on 04.07.2020 at DCIL, HO. Prospective bidders are requested to forward their queries by e-mail on or before 01.07.2020. Bidders who wish to attend for the pre-bid meeting has to intimate the same in advance by e-mail along with their details and ID proof to obtain necessary permissions etc.

The clarifications requested by the bidders will be suitably hosted in DCI website two days before last date of submission. No press notification for any amendment will be issued. Accordingly, bidders should regularly visit DCI website: www.dredge-india.com, <http://eprocure.gov.in> to keep themselves updated.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the DCI may, for any reason, whether on its own initiative or in response to a clarification requested by prospective bidder, modify the Bidding Documents by amendment.
- 5.2 The amendment will be placed on websites only. Respective bidders are requested to see the website accordingly.
- 5.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the DCI may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

- 6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DCI shall be in English only.

7. Documents Comprising the Bid

- 7.1 The Bids shall be in Two Cover System consisting of
- ❖ **Techno Commercial Bid (Cover -A); and**
 - ❖ **Price Bid (Cover- B)**
- 7.2 The "Techno Commercial Bid" (Cover A) prepared by the Bidder shall comprise the following components:
- 7.2.1 A Bid Form except the Price Schedule completed in accordance with ITB Clause 8
- 7.2.2 A list of works tendered for and in hand/being executed as on the date of submission of tender.
- 7.2.3 A detailed list of vessels / equipment available with the tenderer and which is proposed for deployment for the work under consideration including their specification.

- 7.2.4 Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted including audited balance sheet for the last three years ending 31st March 2020.
- 7.2.5 The dredging work assigned to the bidder has to be tentatively started in August 2020. Dredging period of maximum 9 (Nine) months shall be given to complete the work. Contractor has to submit detail methodology of completing the work in above period of maximum 9(Nine)months with bar chart along with tender submission.
- 7.2.6 Earnest money deposit in the form of e- challan (e- receipt to be enclosed)/ Bank Guarantee furnished in accordance with ITB Clause 12.
- 7.2.7 PAN Number issued by Income Tax Authorities.
- 7.2.8 GST Registration Number.
- 7.2.9 Registration with Provident Fund Authorities.
- 7.2.10 Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.
- 7.2.11 Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or partnership.
- 7.2.12 Information regarding any current litigation in which the tenderer is involved.
- 7.2.13 Copies of original certificates of registration etc., dredgers/ crafts proposed to be offered to DCI Ltd., including copy of the existing insurance policy covering Third Party if any.
- 7.2.14 Copy of clear title of the ownership of the dredgers/ crafts proposed for deployment.If the tenderer is not the owner of the dredgers/ crafts, necessary documents in support of the authorization or lease granted by the owner of the dredgers/ crafts to the tenderer to offer and operate the dredgers/ crafts by the tenderer. This authorization or lease shall be executed on a stamp paper duly notarized.
- 7.2.15 Proof of regulatory Compliance for operating in waters of Cochin Port or area of Arabian Sea or any other Rules and Regulations in force.
- 7.2.16 The tenderer will have to give a certificate that he is not related to any officer of DCIL or any officer of the rank of Asst. Secretary or above in the Ministry of Shipping, Government of India. The Contractor should give a declaration along with his tender about the names of the relatives, who are employed in the Dredging Corporation of India Ltd. **(Annexure-I)**
- 7.2.17 The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid. **(Annexure-II)**
- 7.2.18 The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid **(Annexure-II)**.

- 7.2.19 The Tenderer shall disclose any information regarding any current litigation in which the tenderer is involved (**Annexure-III**).
- 7.2.20 Vender Registration form (**Annexure -IV**)
- 7.2.21 Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.
DCI reserves its right to inspect dredgers/ crafts proposed for deployment and seek any other details / documents to ascertain the competence of the tenderer. Suitability of the dredgers/ crafts as per tender conditions will be decided by Committee appointed to inspect dredgers/ crafts. As per Committee report, if dredger/ craftis not meeting the desired requirement for the intended work as per tender conditions, then the tender will be technically disqualified and offer of the Bidder will be rejected.
- 8. Bid Form**
- 8.1 The Bidder shall complete the Bid Form except the Price Schedule furnished in the Bidding Document along with the enclosures specified in Clause 7.2 of ITB and enclose the same in the cover containing the “Techno-Commercial Bid” - (Cover A) and properly sealed.
- 9. Bid Prices**
- 9.1 The Bidder shall indicate in the Price Schedule the unit prices (where applicable) and total bid price of the services it proposes to provide under the contract and include it in the cover containing the “Price Bid” - (Cover B) and properly sealed.
- 9.2 The bidder shall quote his prices only in Price Schedule furnished in the bidding document and enclose it in the Price Bid. The bidder should not indicate the prices anywhere directly or indirectly in the “Techno Commercial Bid”. Any such offer or indication shall disqualify the bidder. Similarly, the Price Bid should not contain any conditions. Conditional tenders are liable for summary rejections.
- 10. Bid Currencies**
- 10.1 Prices shall be quoted in Indian Rupees only.
- 11. Documents Establishing Bidder’s Eligibility and Qualifications**
- 11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder’s eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 11.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the DCI’s satisfaction that the Bidder has the financial & technical, capability and competency necessary to perform the contract as per Qualification Requirements Form No.6 in Section VI;
- 11.3 The bidder should furnish the details of the TSHDsproposed for hiring in Form No.7 of Section VI of Sample Forms.
- 12. Earnest Money Deposit (EMD)**

- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, the Earnest Money Deposit by the way of e-challan for an amount of **Rs.18,90,000/-**(Rupees eighteen lakh and ninety thousand only) submitted to the bank as detailed from any Scheduled or Nationalized Indian Bank or unconditional, irrevocable Bank Guarantee drawn from any Scheduled or Nationalized Indian Bank as per enclosed sample. The same should be attached with the tender and placed in "Cover-A". The Earnest Money Deposit shall not carry any interest.
- 12.2 The Earnest money is required to protect the DCI against the risk of Bidder's conduct, which would warrant the earnest money forfeiture, pursuant to ITB Clause 12.6.
- 12.3 The earnest money deposit submitted by e-payment or a bank guarantee issued shall be valid for thirty (30) days beyond the validity of the bid.
- 12.4 Any bid not secured in accordance with ITB Clauses 12.1 and 12.3 will be rejected by the DCI as non-responsive, pursuant to ITB Clause 21.
- 12.5 Unsuccessful bidders' earnest money deposit will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the DCI pursuant to ITB Clause 13 without interest.
- 12.6 The earnest money deposit may be forfeited:
- (a) If a Bidder:
- (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
- (ii) does not accept the correction of errors pursuant to ITB Clause 21.2; or
- (b) in the case of a successful Bidder, if the Bidder fails:
- (i) to sign the contract in accordance with ITB Clause 29; or
- (ii) to furnish performance security in accordance with ITB Clause 30.

13. **Period of Validity of Bids**

- 13.1 The Tenderer should keep open the validity of the Bid for **60 days** from the date fixed for its opening or from the date of its opening whichever is later. It is also obligatory for the Tenderer to keep the validity open for another 30 days in case a request in writing or by e-mail/ Fax by DCI is made before the expiry of the initial validity period of 60 days stated above. The date of receipt of the request from DCI should be acknowledged. Should any Tenderer withdraw his tender before validity period, EMD submitted by the Tenderer shall be forfeited automatically without prejudice to the other rights of DCI.
- 13.2 In case DCI asks for extension in validity of bid, the earnest money deposit provided under ITB Clause 12 shall also be suitably extended.

14. **Format and Signing of Bid**

- 14.1 Special care shall be taken to write the rates in figures as well as in words in the price schedule such a way that no interpolation is possible. In case of figures words “Rupees” should be written before and words, “Paise” after decimal figures.
- 14.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

15. Sealing and Marking of Bids

- 15.1 The Techno- Commercial Bid along with all enclosures to be put in a sealed cover super scribed with the words - Cover-A “Techno-Commercial Bid” for Sub-Contracting part of the work “Dredging for maintenance of channels and basins at Cochin port for the year 2020-21” to be submitted on or before 1500 Hrs on 27.07.2020.
- 15.2 The Price Bid containing only tendered amount is required to be put in another sealed cover super scribed with the words - Cover-B “Price Bid” for Sub-Contracting part of the work “Dredging for maintenance of channels and basins at Cochin port for the year 2020-21” to be submitted on or before 1500 Hrs on 27.07.2020.
- 15.3 Tenderer should ensure that his tendered amount as per Cover-B is not mentioned in any other document directly or indirectly. The duly sealed covers A & B are to be put in a separate main sealed cover super scribed with the words for Sub-Contracting part of the work “Dredging for maintenance of channels and basins at Cochin port for the year 2020-21” to be submitted to the Head of the Department (OPS), Operations Department, 3rd Floor, Dredging Corporation of India Limited, Main Road, H.B.Colony, Seethammadhara, Visakhapatnam-530 013 on or before stipulated due date & time for submission of tender.
- 15.4 If the outer cover is not sealed and marked as required by ITB Clause 15.3, the DCI will assume no responsibility for the bid’s misplacement or premature opening.

16. Deadline for Submission of Bids

- 16.1 Bids must be received by the DCI at the address specified under Invitation of Bids (ITB) no later than the time and date specified therein. In the event of specified date for the submission of bids, being declared a holiday for the DCIL, the bids will be received up to the appointed time on the next working day.
- 16.2 The DCIL may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5, in which case all rights and obligations of the DCI and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Bids:

17.1 Any bid received by the DCI after the deadline for submission of bids prescribed by the DCI pursuant to ITB Clause 16 due to reason as mentioned in 16.1 will be rejected and returned unopened to the Bidder.

18. Modification of Bids

18.1 The Bidder cannot modify or withdraw its bid after the bid's submission.

E. Opening and Evaluation of Bids

19. Opening of Bids by DCI

19.1 The DCI will open all the outer covers containing both sealed Covers "A" and "B" of the bids and the Cover "A" Techno-Commercial Bids only in the presence of bidders' representatives who wish to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign on a Tender opening register, evidencing their attendance.

19.2 All the Covers "B" containing the Price Bids will be placed in a separate Cover and sealed and kept under safe custody.

19.3 The bidders' names, bid modifications or withdrawals and the presence or absence of requisite earnest money deposit and such other details as the DCI, at its discretion, may consider appropriate, will be announced at the opening of the "Techno-Commercial Bid". No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 17.

20. Clarification of Bids

20.1 During technical evaluation of the bids, the DCI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

21. Preliminary Examination

21.1 The DCI will examine the Techno-Commercial Bids to determine whether they are complete, whether required earnest money deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, in line with the pre-qualification criteria given in NIT.

21.2 The DCI may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

21.3 Prior to the detailed evaluation, pursuant to ITB Clause 22, the DCI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Earnest Money Deposit (ITB Clause 12), Applicable Law

(GCC Clause 1.4), and Taxes and Duties ,Performance Security (GCC Clause 4.2), and Force Majeure (GCC Clause 15) will be deemed to be a material deviation. The DCI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence and shall be final and binding on the Bidder.

21.4 If a bid is not substantially responsive, it will be rejected by the DCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22. Evaluation and Comparison of Bids

22.1 The "Cover-B" containing the Price Bids will be opened of only those tenderers who have been qualified in the Techno-Commercial Bid at a later date. The date and time of opening of "Cover B" - Price Bid shall be notified to all the technically qualified bidders and will be opened in the presence of such authorized persons or representatives who wish to be present.

22.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

22.3 The Dredger/craft proposed for deployment shall have all the amenities/arrangements/provisions to utilize at Cochin Port as specified in the scope of work.

22.3 Bill of quantities shall be inclusive of all Port dues for plying in Port waters, mobilizing & demobilizing of dredgers/crafts, passes for Crew, fuel including Lube oils and all consumable items for the Dredgers/crafts and bills should be submitted in duplicate, i.e. original with one copy.

23. Contacting the Dredging Corporation of India Ltd. (DCIL)

23.1 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact DCIL on any matter related to the Bid, it should do so in writing.

23.2 Any effort by a Bidder to influence the DCI in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

24. Post -qualification

24.1 In the absence of pre-qualification, the DCI will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the Bidding Document from the evaluation of the Techno-Commercial Bid.

24.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications

submitted by the Bidder, as well as such other information as the DCI deems necessary and appropriate.

25. Award Criteria

Subject to ITB Clause 28, the DCI will award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid. However, DCI reserves the right to accept or reject any bid as specified in Clause 27 of ITB.

26 Right to Vary Period of Contract at Time of Award:

Contract period is for maximum **9(Nine)months**. Rates quoted should be valid and operative for the extendable period, in case of excess in quantity for which contract is extended as per requirement. DCI may by written notice intimate the Contractor to extend the contract further depending on requirement. For all extensions given by DCI, Contractor has to execute the work as per rates quoted in Schedule of Rates/ Negotiated Rates and as per Contract Conditions laid in Tender Document. DCI reserves right regarding giving extension/curtailment, deciding period of extension / curtailment and decision in the matter will be final, binding on the Contractor and will not subject to the Arbitration.

In case of curtailment of the contract period at any stage, the tenderer shall be informed of the same in advance by serving one week notice. In this case the tenderer shall not have any additional claim whatsoever. During the contract period and extended period, Contract shall be terminated by giving one week notice by the Project Office, Kochi if the services of the tenderer are found to be inadequate or unsatisfactory or in violation of the terms/ conditions of the contract, without prejudice to its rights and remedies.

The quoted/ negotiated rates should be valid and operative during entire contract period inclusive of extension of contract if any. In case further extension is requested by DCI, contractor has to agree upon the same at the discretion of DCI.

27. Right to Accept Any Bid and to Reject Any or All Bids

27.1 The DCI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason thereby incurring any liability to the affected Bidder or Bidders.

28. Notification of Award

28.1 Prior to the expiration of the period of bid validity, DCI will notify the successful Bidder in writing by registered letter or fax/ e-mail, to be confirmed in writing by registered letter, that its bid has been accepted.

28.2 The notification of award will constitute the formation of the Contract.

29. Signing of Contract

29.1 At the same time as the DCI notifies the successful Bidder that its bid has been accepted, Bidder has to execute Contract Agreement with DCI at his cost.

30. Performance Security

30.1 Within Ten (10) days of the receipt of notification of award from the DCI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents. Failure of the successful Bidder to comply with the requirement of ITB Clause 29 or ITB Clause 30 shall constitute sufficient ground for the annulment of the award of contract and forfeiture of the bid security/EMD.

31. Corrupt or Fraudulent Practices

The DCI requires that the Bidders/Contractors/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DCI:

31.1.1 defines, for the purposes of this provision, the terms set forth below as follows:

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

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

31.1.1.3 will reject a proposal for award if it determines that the Bidder has recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

31.1.1.4 will declare a firm or company ineligible, either indefinitely or for a stated period of time, to be awarded a contract by DCI if it at any time determines that the firm or company has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract with DCI.

31.2 Furthermore, Bidders shall be aware of the provision stated in Clause 21.1 of the General Conditions of Contract.

32. General:

32.1 Bid Documents are not transferable.

32.2 Where the Bidder fails to enter a price or a rate in any, or part of the bills, then for the item or items for which no price or rate has been entered, the cost shall be deemed to be fully covered by the prices or rates entered into the other items in the Price Schedule.

32.3 The bidder shall produce documentary evidence for the technical data included in the tender, as far as possible.

32.4 All Signatures in the Document shall be dated.

32.5 All Tender Documents shall be treated as private and confidential and must be returned to DCI, without defacing or altering.

32.6 Canvassing in connection with this tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.

32.7 All correspondences must be made to the DCIL, Head Office, Visakhapatnam till placing of work order and to DCIL, Project office, Kochi thereafter.

SECTION - III
GENERAL CONDITIONS OF
CONTRACT
(GCC)

SECTION - III
GENERAL CONDITIONS OF CONTRACT
(GCC)

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IV. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

- 1.1 In the Conditions of Contract ("these Conditions"), the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.
- Definitions
- 1.1.1 "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Bid, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- The Contract
- 1.1.1.1 "Contract Agreement" means the contract agreement (if any) referred to in Sub-Clause 1.6 [*Contract Agreement*].
- 1.1.1.2 "Letter of Acceptance" means the letter of formal acceptance, signed by the Employer, of the Bid submitted by the bidder, including any annexed documents.
- 1.1.1.3 "Letter of Intent" means intimation prior to Letter of Acceptance, issued to the bidder whose bid is acceptable.
- 1.1.1.4 "Letter of Bid" means the document entitled letter of bid, completed by the Contractor and includes the signed offer to the Employer for the Works.
- 1.1.1.5 "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.
- 1.1.1.6 "Drawings" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.
- 1.1.1.7 "Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bid, as included in the Contract. Such document may include the Schedule of Quantities, data, lists, and schedule of rates and/or prices.
- 1.1.1.8 "Bid" means the Letter of Bid and all other documents, which the Contractor submitted with the Letter of Bid, as included in the Contract.
- 1.1.1.9 "Appendix to Bid" means the completed pages entitled appendix to bid ie. addendum/corrigendum, minutes of Pre-bid meeting/any clarifications which are appended, to form part of the Letter of Bid.
- 1.1.1.10

- 1.1.2 Parties and Persons
- 1.1.2.1 "Party" means the Employer or the Contractor, as the context requires.
- 1.1.2.2 "Employer" means the Dredging Corporation of India Ltd., or its authorized representative.
- 1.1.2.3 "Contractor" means the person/persons or firm or company or consortium of companies whose bid is accepted by the DCI and includes the Contractor's authorized agents, successors and permitted agents.
- 1.1.2.4 "Engineer" means the DCI's official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.
- 1.1.2.5 "Dy. Conservator" means the Deputy Conservator of the Port.
- 1.1.2.6. "Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties of the Engineer.
- 1.1.2.7 "Contractor's Representative" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [*Contractor's Representative*], who acts on behalf of the Contractor.
- 1.1.2.8 "Employer's Personnel" means the Engineer, the assistants referred to in Sub-Clause 3.2 [*Delegation by the Engineer*] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel.
- 1.1.2.9 "Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Sub-contractor; and any other personnel assisting the Contractor in the execution of the Works.
- 1.1.2.10 "Sub-contractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.

1.1.3

Dates, Tests, Periods
and Completion

1.1.3.1 "Base Date" means the date 14 days prior to the latest date for submission of the Bid.

1.1.3.2 "Commencement Date" means the date notified under Sub-Clause 6.1 [*Commencement of Work*].

1.1.3.3 "Time for Completion" means the time for completing the Works or a Section (as the case may be) under Sub-Clause 6.2 [*Time of Completion, Compensation for Delay to Contractor's Negligence*], as stated in the Appendix to Bid (with any extension under Sub-Clause 6.4 [*Extension of*

Time for Completion)), calculated from the Commencement Date.

1.1.3.4 "Taking-Over Certificate" means a certificate issued under Clause 7 [*Employer's TakingOver*].

1.1.3.5 "Performance Certificate" means the certificate issued under Sub-Clause 8.1 [*PerformanceCertificate*].

1.1.3.6 "Day" means a calendar day and "Year" means 365days.

1.1.4

Money and

Payments

1.1.4.1 "Accepted Contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works.

1.1.4.2 "Contract Price" means the price defined in Sub-Clause 10.1 [*The Contract Price*], and includes adjustments in accordance with the Contract.

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

1.1.4.4 "Final Payment Certificate" means the payment certificate issued under Sub-Clause 10.12 [*Issue of Final PaymentCertificate*].

1.1.4.5 "Final Statement" means the statement defined in Sub-Clause 10.10 [*Application for Final PaymentCertificate*].

1.1.4.6 "Currency" means Indian Rupees in which all of the Contract Price is payable.

1.1.4.7 "Interim Payment Certificate" means a payment certificate issued under Clause 10 [*Contract Price and Payment*], other than the Final Payment Certificate.

1.1.4.8 "Payment Certificate" means a payment certificate issued under Clause 10 [*Contract Price and Payment*].

1.1.4.9 "Security Deposit" means the amount retained by the Employer from the running account bill.

1.1.4.10 "Statement" means a statement submitted by the Contractor as part of an application, under Clause 10 [*Contract Price and Payment*] for a Payment Certificate.

1.1.5

Works and Goods

1.1.5.1 "Contractor's Equipment" means dredger, floating crafts, survey launch, all apparatus, machinery, and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

1.1.5.2 "Goods" means Contractor's Equipment and Temporary Works, or any of

them as appropriate.

1.1.5.3 "Plant" means the apparatus, machinery and vehicles intended to form or forming part of the Works.

1.1.5.4 "Section" means a part of the Works specified in the Appendix to Bid as a Section (if any).

1.1.5.5 "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

1.1.5.6 "Works" mean the works to be executed in accordance with the Contract.

1.1.6

Other Definitions

1.1.6.1 "Contractor's Documents" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

1.1.6.2 "Country" means India in which the Site (or most of it) is located, where the Works are to be executed.

1.1.6.3 "Employer's Equipment" means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the contractor in the execution of the Works, as stated in the specification; but does not include Plant which has not been taken over by the Employer.

1.1.6.4 "Force Majeure" is defined in Clause 15 [*Force Majeure*].

1.1.6.5 "Laws" means all national (Indian) (or state (Kerala)) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

1.1.6.6 "Performance Security" means the security (or securities, if any) under Sub-Clause 4.2 [*Performance Security*].

1.1.6.7 "Site" means the places where the Works are to be executed and to which Plant and materials are to be delivered.

1.1.6.8 "Unforeseeable" means not reasonably foreseeable by an experienced contractor by the date for submission of the Bid.

1.1.6.9 "Variation" means any change to the Works, which is instructed or approved as a variation under Clause 9 [*Variations and Adjustments*].

1.2

Interpretation

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- (d) "written" or "in writing" means hand-written, type-written,

printed or electronically made, and resulting in a permanent record. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

- 1.3
Communications
- Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:
- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Appendix to Bid; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Appendix to Bid. However:
- (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
- (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.
- Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case maybe.
- 1.4
Law and Language
- The Contract shall be interpreted and have effect in accordance with the Law of India and no suit or other proceedings relating to this contract shall be filed or taken by the contractor in any court of law except in the court of competent jurisdiction in Visakhapatnam. (Refer clause 2. 37 of Special Conditions of Contract).
- The language for communications shall be the English language
- 1.5
Priority of Documents
- The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
- (a) The Contract Agreement (if completed),
 - (b) The Letter of Acceptance
 - (c) The priced Schedule of Quantities,
 - (d) Bid Clarification,
 - (e) The Technical Specification, Special Conditions of Contract and Information in Appendix to Bid.
 - (f) The General Conditions of Contract.
 - (g) The Drawings and Annexures to the bid document.
 - (h) All Post bid correspondence and any other document forming part

of Contract

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

- 1.6
Contract Agreement
- The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Letter of Acceptance, or within such time as extended by the Engineer. In case of the bidder who have received the Letter of Intent, Contract Agreement shall be executed within 7 days after the bidder receives the Letter of Acceptance or within such extended time as may be permitted by the EMPLOYER in this behalf. The Contract Agreement shall be in the prescribed departmental form annexed to the bid and is on Visakhapatnam stamp paper of proper value. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement and connected expenses shall be borne by the bidder. Till such time, the bid together with the acceptance letter of the Board/Employer shall constitute a binding contract between the two parties.
- 1.7
Assignment
- The Contractor shall not assign the whole or any part of the work to any other Party/Firm/Individual without prior written consent of the Employer.
- 1.8
Care and Supply of Documents
- The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, one copy of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the Cost of the Contractor.
- Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.
- The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.
- If a Party becomes aware of an error or defect of a technical nature in a document, which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.
- 1.9
Employer's Use of Contractor's Documents
- As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.
- The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free Licence to copy, use and communicate the Contractor's Documents, including making and using

modifications of them. This Licence shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) in the case of Contractor's Documents, which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor. (In case the Contractor's computer(s) in which the Computer Programs and other software installed are made available at site and is accessible to the Employer for checking and verification, the installation of the computer programs and other software on any other computer shall not be insisted by the Employer.)

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

1.10

Contractor's use of
Employer's
Documents

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

1.11

Confidential Details

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

1.12

Compliance with
Laws

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

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

(c) The Contractor shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the Regulations or Bye-laws of any local or other duly constituted authority which may be applicable to the Work or to any Temporary work and with such rules and regulations of Public bodies and Companies as aforesaid and shall keep the EMPLOYER indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, Regulation or Bye-Laws.

1.13

Joint and Several
Liability

Deleted

1.14

Details to be
Confidential

The Contract involves an obligation of secrecy and the Contractor, his agents, servants or shall observe and comply with the requirements of the Indian Official Secrets Act 1923, and the rules there under or any statutory modifications or re-enactments thereof. Any breach of this clause shall constitute a breach of the Contract.

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

No photographs of the Port area shall be taken or permitted by the Contractor to be taken by any of his employees without the approval of the Competent Authority and no such photographs shall be published, or otherwise circulated without the approval of the Board.

2. The Employer

2.1

Right of Access to the
Site

The Employer shall give the Contractor right of access to, and possession of all parts of the Site within the time (or times) stated in the Appendix to Bid. The right and possession may not be exclusive to the Contractor. However, the Employer may withhold any such right or possession until the Performance Security has been received.

If no such time is stated in the Appendix to Bid, the Employer shall give the Contractor right of access to, and possession of the Site within such times as may be required to enable the Contractor to proceed in accordance with the programme submitted under Sub-Clause 6.3 [*Dredging Programme*].

If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 16.1

[*Contractor's Claims*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [*Extension of Time for Completion*], and
- (b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub Clause 3.4 [*Determinations*] to agree or determine these matters.

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

2.2

Permits, Licenses or Approvals

The Employer shall (where he is in a position to do so) provide reasonable documentary assistance to the Contractor at the request of the Contractor without any financial commitment.

- (a) by obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- (b) for the Contractor's applications for any permits, Licences or approvals required by the Laws of the Country:
 - (i) which the Contractor is required to obtain under Sub - Clause 1.12 [*Compliance with Laws*],
 - (ii) for the delivery of Goods, including clearance through customs, and
 - (iii) for the export of Contractor's Equipment when it is removed from the Site.

2.3

Employer's Personnel

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

- (a) co-operate with the Contractor's efforts under Sub-Clause 4.5 [*Co-operation*], and
- (b) take actions similar to those, which the Contractor is required to take under sub paragraphs (a), (b) and (c) of Sub-Clause 4.7 [*Safety Procedures*] and under Sub-Clause 4.16 [*Protection of the Environment*].

2.4

Employer's Claims

If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or otherwise, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.17 [*Site Facilities*].

The notice shall be given within 15 days after the Employer became aware of the event or circumstances giving rise to the claim.

The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Engineer shall then proceed in accordance with Sub-Clause 3.4 [*Determinations*] to agree or determine the amount (if any) which the Employer is entitled to be paid by the Contractor.

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

3. The Engineer

3.1

Engineer's Duties and Authority

The Engineer's staff shall include suitably qualified Engineers and other professionals who are competent to carry out these duties.

The Engineer shall have no authority to amend the Contract

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. The Engineer shall obtain prior approval of the Employer for giving any instructions to the Contractor or taking any action on aspects, which are beyond the scope of the contract. The Employer undertakes not to impose further constraints on the Engineer's authority, except as agreed with the Contract.

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

Except as otherwise stated in these Conditions:

- (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall act for the Employer;
- (b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract ;and
- (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.

3.2

Delegation by the Engineer

The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by the Contractor.

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act

by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

- (a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials.
- (b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

3.3 Instructions of the Engineer

The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings, which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause.

The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract and no claim of any sort shall be made for deviating from the original dredging programme. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:

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

3.4 Determinations

Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.4 to agree or determine any matter, the Engineer shall consult with the Contractor in an endeavor to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances

The Engineer shall give notice to the Contractor of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination unless and until revised under Clause 16 [*Contractor's Claims*]

3.5 Management Meetings

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

4. The Contractor

- 4.1 Contractor's Obligations General
- The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works.
- The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.
- The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of dredging. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or Specification of the Permanent Works.
- The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods, which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.
- 4.2 Performance Security
- The Contractor shall obtain (at his Cost) and submit a Performance Security for proper performance, in the amount, currencies and mode stated in the Appendix to Bid.
- The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 Days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.
- The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract in the event of:
- (a) failure by the Contractor to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Employer may claim the full amount of the Performance Security,
 - (b) failure by the Contractor to pay the Employer an amount due, under Clause 16 [*Contractor's Claims*], within 42 Days after this agreement or determination,
 - (c) failure by the Contractor to remedy a default within 42 Days after receiving the Employer's notice requiring the default to be remedied, or
 - (d) circumstances, which entitle the Employer to termination under

Sub-Clause 11.2 [*Termination by Employer*], irrespective of whether notice of termination has been given.

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

The Employer shall return the Performance Security to the Contractor within 30 Days after receiving a copy of the Performance Certificate.

4.3 Contractor's Representative

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

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

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

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

The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [*Instructions of the Engineer*].

The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

The Contractor's Representative and all these persons shall be fluent in the language for communications defined in Sub-Clause 1.4 [*Law and Language*].

The Contractor's Representative and all their persons shall also be fluent in English and Hindi, if Contractor's Representative, or these persons, is not fluent in the above languages, the Contractor shall make a competent interpreter

available during all working hours.

4.4

Deleted

Sub-contractors

4.5

Co-operation

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

- (a) the Employer's Personnel,
- (b) any other Contractors employed by the Employer ,and
- (c) the personnel of any legally constituted public authorities,

who may be employed in the execution on or near the Site of any work not included in the Contract.

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

4.6

Setting Out

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

4.7

Safety Procedures

The Contractor shall:

- (a) comply with all applicable safety regulations,
- (b) take care for the safety of all persons entitled to be on the Site,
- (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons.

- 4.8 Quality Assurance
- The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system.
- Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.
- Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.
- 4.9 Site Data
- The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data, which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.
- To the extent which was practicable (taking account of Cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence the Bid or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Bid as to all relevant matters, including (without limitation):
- (a) the form and nature of the Site, including sub-surface conditions,
 - (b) the hydrological, oceanographic and climatic conditions,
 - (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
 - (d) the Laws, procedures and labour practices of the Country, and
 - (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.
- 4.10 Sufficiency of the Accepted Contract Amount
- The Contractor shall be deemed to:
- (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and
 - (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.9 [*Site Data*].
- Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

- 4.11 Unforeseeable Physical Conditions
- In this Sub-Clauses, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.
- If the Contractor encounters adverse physical conditions, which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable and within 24 hours.
- This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions, which the Engineer may give. If an instruction constitutes a Variation, Clause 9 [*Variations and Adjustments*] shall apply.
- If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to Sub-Clause 16.1 [*Contractor's Claims*] to
- 4.12 Rights of Way and Facilities
- The Contractor shall bear all Costs and charges for special and/or temporary rights of-way which he may require, including those for access to the Site. The Contractor shall also obtain, at his risk and Cost, any additional facilities outside the Site, which he may require for the purposes of the Works.
- 4.13 Avoidance of Interference
- The Contractor shall not interfere unnecessarily or improperly with the convenience of the public.
- The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any unnecessary or improper interference.
- 4.14 Access Route
- The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site.
- Except as otherwise stated in these Conditions:

- (a) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route,
- (b) the Employer does not guarantee the suitability or availability of particular access routes, and costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.15 Contractor's equipment The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works and shall be retained at the Site till the completion of the work. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. Such consent will not be refused by the Engineer if it is established that the particular equipment is not required for further execution of contract.

4.16 Protection of the Environment

- a) The Contractor shall take all reasonable steps to protect the environment(both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise, or other causes arising as a consequence to his method of operation.
- b) The Contractor shall ensure that emissions and effluent from the Contractor's activities and noise shall not exceed the values prescribed by applicable Laws.
- c) In order to ensure that there is no deterioration in environmental quality during the execution phase of work, required remedial measures should be taken whenever warranted. National and International conventions /legislations on shipping and port sector, and environmental protection should be strictly adhered to.

4.17 Facilities Supplied by the Contractor

Site Facilities

The Contractor shall supply all services, amenities, temporary structures including security fencing and storage compounds, machinery and buildings necessary for the proper execution of the Works at Site at his Cost.

The Contractor shall provide and maintain a suitable office at Kochi to which the Board or its representatives may send communications and instructions.

4.18 Progress Reports

Unless otherwise stated, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 Days after the last Day of the period to which it relates. Reporting shall continue until the Contractor has completed all work, which is known to be outstandingatthecompletiondate, statedintheTaking-OverCertificateforthe

Works.

The Contractor shall keep up the following documents for monitoring the progress of the work.

- a) the details described in Sub-Clause 5.10 [*Records of Contractor's Personnel and Equipment*];
- b) list of notices given under Sub-Clause 2.4 [*Employer's Claims*] and notices given under Sub-Clause 16.1 [*Contractor's Claims*];
- c) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- d) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.19

Unless otherwise stated:

Security of the Site

- (a) the Contractor shall be responsible for keeping unauthorised persons off the Site, and
- (b) authorised persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by the Employer or the Engineer, as authorised personnel of the Employer's other Contractors on the Site.

The Contractor shall, throughout the Contract period, 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 work (so far as the same is completed or occupied by the Employer) in orderly state appropriated to the avoidance of danger to such persons.

4.20

Contractor's
Operations on Site

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

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

Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, and

rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition.

4.21

Fossils

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered during the work shall, as between the Employer and the Contractor, be deemed to be the absolute property of the Employer/ Cochin Port trust and the Contractor shall take responsible precautions to prevent his workman or any other persons, from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Employer of such recovery and carryout, at the expense of the Board the disposal of the same, as per the order of Engineer.

The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 16.1 [*Contractor's Claims*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [*Extension of Time for Completion*], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub Clause 3.4 [*Determinations*] to agree or determine these matters.

5. Staff and Labour

5.1

Engagement of Staff and Labour

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

5.2

Rates of Wages and Conditions of Labour

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

5.3

Persons in the Service of Employer

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

5.4

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health,

Labour Laws	<p>safety, welfare, immigration and emigration, and shall allow them all their legal rights.</p> <p>The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.</p>
5.5 Working Hours	<p>The Contractor is free to work throughout Day and night and even on holidays.</p>
5.6 Facilities for Staff and Labour	<p>Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.</p>
5.7 Health and Safety	<p>The Contractor shall comply with all statutory requirements in respect of health and sanitation of his employees.</p> <p>The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make Reports concerning health, safety and welfare of persons, and damage to property, as, the Engineer may reasonably require.</p>
5.8 Contractor's Superintendence	<p>(a) Throughout the execution of the Works, and as long thereafter as is necessary to fulfill the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.</p> <p>Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [<i>Law and Language</i>]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.</p> <p>A reasonable proportion of the Contractor's Superintending staff shall have a working knowledge of English or the Contractor shall have a sufficient number of competent interpreters available during all working hours.</p> <p><i>(b) Foreign Staff and Labour:</i></p> <p>The Contractor may import any personnel who are necessary for the execution of the Works. The Contractor must ensure that these personnel are provided with the required residence visas and work permits. The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of imported Contractor's Personnel. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the</p>

appropriate arrangements for their return or burial.

(c) Measures against Insect and Pest Nuisances:

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

(d) Alcoholic Liquor or Drugs:

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

(e) Arms and Ammunition:

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

(f) Festival and religious customs

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

5.9

Contractor's Personnel

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

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

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

5.10

Records of Contractor's Personnel and Equipment

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

Works

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

6. Commencement, Delays and Suspension

6.1 The issue of Letter of Acceptance is normally scheduled by August 2020

Commencement of Work

The Contract period (maximum 9 months) of dredging work shall be from the date of expiry of 15 days from the date of receipt of Letter of Acceptance Or date of actual commencement of Work whichever is earlier.

In case of the bidder who have received the Letter of Intent, Contract period of dredging work shall be from the date of expiry of 15 days from the date of issue of Letter of Acceptance Or date of actual commencement of Work whichever is earlier to.

The Contractor shall commence the execution of the Work not later than the date of expiry of 15 days from the date of receipt of Letter of Acceptance. In case of the bidder who have received the Letter of Intent, bidder shall commence the execution of the Work not later than the date of expiry of 15 days from the date of receipt of Letter of Acceptance.

6.2 Time of Completion, Compensation for Delay to Contractor's Negligence The Contractor shall complete the whole works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), as detailed in the Special Conditions of Contract.

6.3 Refer Clause 2.7 [*Dredging Programme*] of the Special Conditions of Contract.

Dredging Programme

If, at any time, the Engineer gives notice to the Contractor that a dredging programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer.

- 6.4 Extension of Time for Completion
- The Contractor shall be entitled subject to Sub-Clause 16.1 [*Contractor's Claims*] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 7.1 [*Taking Over of the Works*] is or will be delayed by any of the following causes:
- (a) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
 - (b) exceptionally adverse climatic conditions,
 - (c) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
 - (d) Any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other Contractors on the Site.
- If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 16.1 [*Contractor's Claims*]. When determining each extension of time under Sub-Clause 16.1 [*Contractor's Claims*], the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.
- 6.5 Delays caused by Authorities
- If the following conditions apply, namely:
- (a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,
 - (b) these authorities delay or disrupt the Contractor's work, and,
 - (c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under subparagraph (b) of Sub-Clause 6.4 [*Extension of Time for Completion*].
- 6.6 Rate of Progress
- If, at any time:
- actual progress is too slow to complete within the Time for Completion, other than as a result of a cause listed in Sub-Clause 6.4 [*Extension of Time for Completion*], then the Engineer may instruct the Contractor to submit, under Sub-Clause 6.3 [*Dredging Programme*], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.
- Unless the Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the dredging capacity and/or in the numbers of Contractor's Personnel, at the risk and Cost of the Contractor.
- 6.7 Contractor's
- Notwithstanding the payment of liquidated damages (Rebate/Recovery) if any under sub-clause 6.2 [*Time of Completion, Compensation for Delay to Contractor's Negligence*], this shall not relieve the Contractor from his obligation to complete the work or from any other obligations / liabilities under this

responsibility	Contract.
6.8 Suspension of Work	<p>The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works.</p> <p>The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub Clauses 6.9 [<i>Consequences of Suspension</i>], and 6.10 [<i>Prolonged Suspension</i>] shall not apply.</p>
6.9 Consequences of Suspension	<p>If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under Sub-Clause 6.8 [<i>Suspension of Work</i>] and /or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 16.1 [<i>Contractor's Claims</i>] to:</p> <p style="padding-left: 40px;">an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [<i>Extension of Time for Completion</i>], and</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub Clause 3.4 [<i>Determinations</i>] to agree or determine these matters.</p> <p>The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design or workmanship.</p>
6.10 Prolonged Suspension	<p>If the suspension under Sub-Clause 6.8 [<i>Suspension of Work</i>] has continued for more than 84 Days, the Contractor may request the Engineer's permission to proceed.</p>
6.11 Resumption of Work	<p>After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works, which has occurred during the suspension.</p>
7. Employer's Taking Over	
7.1.	
Taking over of the Works	<p>The Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 6.2 [<i>Time of Completion, Compensation for Delay to Contractor's Negligence</i>] and except as allowed in sub-paragraph (a), below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.</p> <p>The Contractor may apply by notice to the Engineer for a Taking-Over Certificate not earlier than 14 Days before the Works will, in the Contractors opinion, be complete and ready for taking over.</p>

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

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

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

8. Defects Liability

8.1 Performance

Certificate

Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. Subject to complying with all requirements, Engineer shall issue the Performance Certificate within 45 days of Contractor's notice or 15 days from the date of issuing 'Taking Over Certificate' whichever is later.

8.2

Unfulfilled Obligations

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

8.3

Clearance of Site

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

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

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

outstanding balance to the Employer.

9. Variations and Adjustments

9.1

Price adjustment

Base Rates and Adjustment for subsequent Price Variation.

- (a) The quoted rate in the schedule (Base Rate) shall be based on the prices of main fuel prevailing as on the due date for submission of bid.
- (b) Whenever there is Variation in the price of main fuel, the compensation for Variation in price due to this Variation shall be worked out based on the following provision.
- (c) During execution of the Work and on actual procurement of main fuel by the Contractor for the Work, increase or decrease in the Cost of main fuel over the basic Cost as in para (a) above (which result in an increase or decrease of Cost to the Contractor in carrying out the Work) shall form an addition or reduction as the case may be to or from the Accepted Contract Amount and shall be paid to/allowed by the Contractor accordingly. The prices of main fuel considered for regulating the payment as aforesaid shall be the price charged by M/s. Indian Oil Corporation at their local delivery point at Kochi.
- (d) The compensation for Variation in fuel price shall be worked out and paid/adjusted on monthly basis from the date of commencement of Contract. The Contractor will be required to produce authentic documents/bills regarding the purchase of the main fuel consumed for the Work, to substantiate such claim. The Engineer shall be entitled to make any independent enquiries regarding the Cost of fuel supply. Supply and consumption register of the fuel shall be maintained in duplicate, one copy by the Contractor and other by the department, in the format approved by the Engineer and each supply shall be recorded in both registers and jointly signed by the authorized representative of the Contractor and department, for the purpose of collecting relevant data. The contract price will be subjected to adjustment on account of Variation of price of main fuel according to the formula below:-

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

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

Q = Fuel element factor to be taken as 0.25.

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

P = Average price of main fuel fixed by M/s Indian Oil Corporation Ltd., at their local delivery point at Kochi for the month under consideration.

P₀ = Average price of main fuel fixed by M/s Indian Oil Corporation Ltd., at their local delivery point at Kochi on the Base Date.

NB: No escalation on any other account will be Payable by the employer and the rate should be quoted accordingly. Beyond the contract period and during extended completion period, the price adjustment payment shall be made at the frozen price index prevailing on the original scheduled date of completion of work.

- (e) No price adjustments shall be made other than for the Variation in price of main fuel as above. The main fuel does not include heavy oil. However, if heavy oil is used as main fuel, its price will be considered for price adjustments.
- (f) The Price Variation clause will be applicable in the case of eligible extended period of Contract approved by the Employer.
- (g) For the main fuel consumed during the Contract period extended due to reasons attributable to the lapses /negligence of the Contractor, the price of main fuel prevailing as on the last day of eligible extended period of Contract or the actual procurement price whichever is less shall be considered for regulating Price Variation.

9.2 All the payments under this Contract shall be made in Indian Rupees only.

Payment in Applicable
Currencies

10 . Contract Price and Payment

- 10.1 The Contract Price
- (a) the Contract Price shall be agreed and be subject to adjustments in accordance with the Contract;
 - (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these Costs except as stated in Sub-Clause 9.3 [*Adjustments for Changes in Legislation*];

10.2 Advance Payment

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

10.3

Application for
Interim Payment
Certificates

The Contractor shall submit a Statement in four copies to the Engineer after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.18 [*Progress Reports*].

The Statement shall include the following items, as applicable, in the sequence listed:

- a) the Contract Price of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (f) below);
- b) any amounts to be added and deducted for changes in legislation and changes in Cost, in accordance with Sub-Clause 9.3 [*Adjustments for Changes in Legislation*];
- c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Appendix to Bid to the total of the above amounts;
- d) any amounts to be deducted towards repayments of advances in accordance with Sub-Clause 10.2 [*Advance Payment*];
- e) any other additions or deductions which may have become due under the Contractor or otherwise, including those under Sub-Clause 16.1 [*Contractor's Claims*] and Clause 2.39 [*Settlement of Disputes & Arbitration*] of Special Conditions of Contract; and
- f) the deduction of amounts certified in all previous Payment Certificates.

- 10.4 Refer clause 2.32 [*Bills and Payment Schedules*] of Special Conditions of Contract.
- Schedule of Payments
- 10.5 No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Engineer shall, within 10 Days after receiving a Statement and supporting documents, issue to the Employer an Interim Payment Certificate, which shall state the amount, which the Engineer fairly determines to be due, with supporting particulars.
- Issue of Interim Payment Certificates
- However, prior to issuing the Taking-Over Certificate for the Works, the Engineer shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the Appendix to Bid. In this event, the Engineer shall give notice to the Contractor accordingly.
- An Interim Payment Certificate shall not be withheld for any other reason, although:
- a) if any thing supplied or work done by the Contractor is not in accordance with the Contract, the Cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or
 - b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.
- The Engineer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, approval, consent or satisfaction.
- 10.6 The Employer shall pay to the Contractor:
- Payment
- a) the amount certified in each Interim Payment Certificate within 15 Days after receipt of payment from CoPT.
 - b) the amount certified in the Final Payment Certificate within 30 Days after receipt of payment from CoPT.
- Payment of the amount due in Indian Rupees shall be made into the bank account, nominated by the Contractor.
- 10.7 Deleted
- Delayed Payment
- 10.8 Retention Money/ Security Deposit Retention Money shall be deducted from each running bill @ 5% subject to a maximum accumulation of 5% of contract price.

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

If a taking over Certificate issued for a Section or part of the works, a portion of the Retention Money corresponding to value of the work taken over shall be certified and paid.

10.9
Statement at Completion

Within 28 Days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer/Engineer-in-charge four copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 10.3 [*Application for Interim Payment Certificates*], showing:

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

The Engineer/Engineer-in-charge shall then certify in accordance with Sub-Clause 10.5 [*Issue of Interim Payment Certificates*].

10.10
Application for Final Payment Certificate

Within 56 Days after receiving the Performance Certificate, the Contractor shall Submit, to the Engineer/Engineer-in-charge, six copies of a draft Final Statement with supporting documents showing in detail in a form approved by the Engineer/Engineer-in-charge:

(a) the value of all work done in accordance with the Contract, and

(b) any further sums which the Contractor considers to be due to him under the *Contract or otherwise*.

If the Engineer/Engineer-in-charge disagrees with or *cannot verify any part of the* draft Final Statement, the Contractor shall submit such further information as the Engineer/Engineer-in-charge 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/Engineer-in-charge the Final Statement as agreed. This agreed Statement is referred to in these Conditions as the "Final Statement".

However if, following discussions between the Engineer/Engineer-in-charge and the Contractor and any changes to the draft Final Statement which are agreed, it becomes evident that a dispute exists, the Engineer/Engineer-in-charge shall deliver (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft Final Statement. Thereafter, if the dispute is finally resolved, the Contractor shall then prepare and submit to the Engineer/Engineer-in-charge a Final Statement.

10.11
Discharge

When submitting the Final Statement, the Contractor shall submit a written discharge, which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection

with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

10.12
Issue of Final Payment Certificate

Within 28 Days after receiving the Final Statement and written discharge in accordance with Sub-Clause 10.10 [*Application for Final Payment Certificate*] and Sub-Clause 10.11 [*Discharge*], the Engineer/Engineer-in-charge shall issue, the Final Payment Certificate which shall state:

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

If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 10.10 [*Application for Final Payment Certificate*] and Sub-Clause 10.11 [*Discharge*], the Engineer/Engineer-in-charge shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 Days, the Engineer/Engineer-in-charge shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

10.13
Cessation of Employer's Liability

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

- (a) in the Final Statement and also
- (b) except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 10.9 [*Statement at Completion*].

However, this Sub-Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.

10.14
Currencies of Payment

Refer Sub-Clause 9.2 [*Payment in Applicable Currencies*] of General Conditions of Contract and Clause 2.35 [*Indian Contract Act*] of Special Conditions of Contract.

11. Termination by Employer

11.1
Notice to Correct

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

11.2

Termination by
Employer

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

- a) fails to comply with Sub-Clause 4.2 [*Performance Security*] or with a notice under Sub-Clause 11.1 [*Notice to Correct*],
- b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- c) without reasonable excuse fails:
 - (i) to proceed with the Works in accordance with Clause 6 [*Commencement, Delays and Suspension*], or
 - (ii) to comply with a notice issued within 28 Days after receiving it,
- (d) subcontracts the whole of the Works or assigns the Contract without the required agreement,
- (e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- (f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
 - (i) for doing or forbearing to do any action in relation to the Contract, or
 - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract,

or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However lawful inducements and rewards to Contractor's Personnel shall not entitle termination.

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

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

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

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

the Contractor.

The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

- 11.3 Valuation at Date of Termination As soon as practicable after a notice of termination under Sub-Clause 11.2 [*Termination by Employer*] has taken effect, the Engineer shall proceed in accordance with Sub-Clause 3.4 [*Determinations*] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.
- 11.4 Payment after Termination After a notice of termination under Sub-Clause 11.2 [*Termination by Employer*] has taken effect, the Employer may:
- (a) proceed in accordance with Sub-Clause 2.4 [*Employer's Claims*],
 - (b) withhold further payments to the Contractor until the Costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other Costs incurred by the Employer, have been established, and/or
 - (c) recover from the Contractor any losses and damages incurred by the Employer and any extra Costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 11.3 [*Valuation at Date of Termination*]. After recovering any such losses, damages and extra Costs, the Employer shall pay any balance to the Contractor.
- 11.5 Employer's Entitlement to Termination The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 14 Days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another Contractor.
- After this termination, the Contractor shall proceed in accordance with Sub-Clause 12 [*Cessation of Work and Removal of Contractor's Equipment*] and shall be paid in accordance with Sub-Clause 15.6 [*Optional Termination, Payment and Release*].
12. Cessation of Work and Removal of Contractor's Equipment After a notice of termination under Sub-Clause 11.5 [*Employer's Entitlement to Termination*] or Sub-Clause 15.6 [*Optional Termination, Payment and Release*] has taken effect, the Contractor shall promptly:

- (a) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works,
- (b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- (c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

13. Risk and Responsibility

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

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

The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims; damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from Insurance cover, as described in sub-paragraphs (c)(i), (ii) and (iii) of Sub-Clause 14.3 [*Insurance Against Injury to Persons and Damage to Property*].

13.2 Contractor's Care of the Works The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 7 [*Taking Over of the Works*]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.

After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work, which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding Work has been completed.

If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 13.3 [*Defined Risks*], the Contractor shall rectify the loss or damage at the Contractor's risk and Cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage, which occurs after a Taking Over Certificate, has been issued and which arose from a previous event for which the Contractor was liable.

13.3

The risks referred to in Sub-Clause 13.4 [*Consequences of Defined Risks*] below are:

Defined Risks

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
- (c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel and other employees of the Contractor and Sub-contractors,
- (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity,
- (e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
- (f) natural catastrophes such as earthquake, tsunami, hurricane, typhoon or volcanic activity.

13.4

If and to the extent that any of the risks listed in Sub-Clause 13.3 [*Defined Risks*]

Consequences of
Defined Risks

above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Engineer and shall rectify this loss or damage to the extent required by the Engineer.

If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 16.1 [*Contractor's Claims*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [*Extension of Time for Completion*], and
- (b) payment of any such Cost, which shall be included in the Contract Price in the case of sub-paragraph (f) of Sub-Clause 13.3 [*Defined Risks*], reasonable profit on the Cost shall also be included.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.4 [*Determinations*] to agree or determine these matters.

13.5

In this Sub-Clause, "infringement" means an infringement (or alleged

Intellectual and Industrial Property Rights infringement) of any patent, registered design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.

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

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

- (a) an unavoidable result of the Contractor's compliance with the Contract, or
- (b) a result of any Works being used by the Employer:
 - (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
 - (ii) in conjunction with any thing not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

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

If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its Cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration, which may arise from it. The other Party shall, at the request and Cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission, which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, Litigation or arbitration upon being requested to do so by such other Party.

13.6
Limitation of Liability Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any Contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than under Sub-Clause 13.1 [*Indemnities*].

The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.17 [*Site Facilities*], Sub-Clause 13.1 [*Indemnities*] and Sub-Clause 13.5 [*Intellectual and Industrial Property Rights*], shall not exceed Accepted Contract Amount.

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

14. Insurance

14.1
General The Contractor shall be responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

Requirements for Insurances

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

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

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

- (a) evidence that the insurances described in this Clause have been effected, and
- (b) copies of the policies for the insurances described in Sub-Clause 14.2 [*Insurance for Contractor's Equipment*] and Sub-Clause 14.3 [*Insurance against Injury to Persons and Damage to Property*].

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

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

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

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

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurer shall be borne by the Contractor, in accordance with these obligations; liabilities or responsibilities. However, if the Contractor fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the Employer neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the Contractor. Payments shall be subject to Sub-Clause 2.4 [*Employer's Claims*] or Sub-Clause 16.1 [*Contractor's Claims*], as applicable.

14.2 Insurance for Contractor's Equipment

The Contractor shall insure the Plant, Materials and Contractor's Documents for not less than the full reinstatement Cost including the Costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under subparagraph (a) of Sub-Clause 14.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

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

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

- (a) shall cover all loss and damage from any cause not listed in Sub-Clause 13.3 [Defined Risks],
- (b) may however exclude loss of, damage to, and reinstatement of Goods while they are not in the Country.

14.3 Insurance against Injury to Persons and Damage to Property

The Contractor shall insure against each Party liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 14.2 [*Insurance for Contractor's Equipment*] or to any person (except persons insured under Sub-Clause 14.4 [*Insurance for Contractor's Personnel*]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

The insurances specified in this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be extended to cover liability for all loss and damage to the Employers property (except things Insured under Sub-Clause 14.2 [*Insurance for Contractor's Equipment*]) arising out of the Contractor's performance of the Contract, and
- (c) may however exclude liability to the extent that it arises from:
 - (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,
 - (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and

(iii) a cause listed in Sub-Clause 13.3 [*Defined Risks*], except to the extent that cover is available at commercially reasonable terms.

14.4

Insurance for
Contractor's Personnel

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

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

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

In respect of any persons employed by any Sub-contractor, the Contractor's obligations to insure these persons under this sub-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 before the Employer such policy of insurance and the receipt for the payment of current premium.

Notwithstanding what is stated in the above clauses, all the floating crafts including dredgers deployed in the operation should be insured under Marine Hull Policy and covered for various Port risks including pollution and wreck removal by a P & I Club which is a member of an International Group of P & I Club. However, in the case of Indian Flag Vessel (s) including Indian Flag Dredger(s), which are covered by Indian/National Insurance Company for wreck removal and by P&I Club for third party liabilities, the insurance requirement as detailed above will not be mandatory.

15. Force Majeure

15.1

Definition of Force
Majeure

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

- (a) which is beyond a Party's control,
- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are

satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civilwar,
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Sub-contractors,
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as earthquake, tsunami, hurricane, typhoon or volcanic activity.

15.2

Notice of Force Majeure

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

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

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

15.3

Duty to Minimise Delay

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

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

15.4

Consequences of Force Majeure

If the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 15.2 [*Notice of Force Majeure*], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 16.1 [*Contractor's Claims*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [*Extension of Time for Completion*], and
- (b) if the event or circumstance is of the kind described in sub paragraphs (i) to (v) of Sub-Clause 15.1 [*Definition of Force Majeure*] and, in the case of sub paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.4 [*Determinations*] to agree or determine these matters.

- 15.5
Force Majeure
Affecting Subcontractor
- If any Sub-contractor is entitled under any Contract or agreement relating to the Works to relief from Force Majeure on terms additional to or broader than those specified in this Clause, such additional or broader Force Majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.
- 15.6
Optional Termination,
Payment and Release
- If the execution of substantially all the Works in progress is prevented for a continuous period of 84 Days by reason of Force Majeure of which notice has been given under Sub-Clause 15.2 [*Notice of Force Majeure*], or for multiple periods which total more than 140 Days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 Days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 12 [*Cessation of Work and Removal of Contractor's Equipment*].
- Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:
- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
 - (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
 - (c) any other Cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works; and
 - (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's Works in his country (or to any other destination at no greater Cost).
- 15.7
Release from
Performance under the
Law
- Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:
- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
 - (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 15.6 [*Optional Termination, Payment and Release*] if the Contract had been terminated under Sub-Clause 15.6 [*Optional Termination, Payment and Release*].

16. Contractor's Claims

16.1

Contractor's Claims

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

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

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

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

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

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

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

the claim within such time.

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

The Engineer shall proceed in accordance with Sub-Clause 3.4 [*Determinations*] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 6.4 [*Extension of Time for Completion*], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

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

Refer Clause 2.39 [*Settlement of Disputes & Arbitration*] of Special Conditions of Contract.

17. Property in
Excavated Materials

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

18. Drawings & Designs

a) General details of the Works are shown on the Drawings accompanying this Bid document. The Engineer will supply to the Contractor from time to time during the progress of the Works such further working Drawings as will be necessary in his opinion for the proper and adequate execution and maintenance of the Works in accordance with the Engineer's designs and/or any modification thereof as decided by the Engineer and the Contractor shall carry out the work in accordance with the said working Drawings. Two sets of such working Drawings will be issued. If more sets are required by the Contractor he will have to make his own arrangement at his Cost.

(b) In the event of the Contractor proposing any alteration/modification to the Engineer's design, detail, method of construction, he shall at his own expenses prepare and submit for approval of the Engineer copies in duplicate (in the first instance) of detailed working Drawings which may be required for such alteration/modification and at the same time call the attention of the Engineer to any alternative detail or modification of the Contract Drawings which the Contractor may wish to make at least 30 Days prior to the commencement of the work or part of the work to which such Drawings relate. The Contractor shall at the same time, if so required by the Engineer, furnish calculation sheets in duplicate relating to the strength and

anticipated deflections in respect of such altered/ modified Works. The Engineer will, after any such alteration which he may approve, record on the copies as amended his approval and will return one copy of the Drawings and calculation sheets to the Contractor, who shall carry out the work in accordance therewith. The Contractor shall forward to the Engineer three additional copies of the working Drawings and calculation sheets as approved, in addition to these working Drawings and calculation sheets as approved. In addition to these, working Drawings are also to be submitted (the same procedure as in the case of the Contractor) in respect of any work proposed to be executed by Sub-contractors. The approval of the Engineer of all or any of the calculation sheets, Drawings shall not relieve the Contractor of responsibility in connection with the execution of the altered/modified or Sub-contractor's Works.

(c) The complete sets of tracing on linen or tracing film of all Drawings showing every and all Works 'As Made' under the Contract shall be made by the Contractor at his own expense and delivered to the Engineer within one month of the completion of the various Sections of the work or at such times as directed by the Engineer. All departure alteration/ modifications from the Contract Drawings and supplementary working Drawings issued by the Engineer also shall be incorporated in the "As Made" Drawings. The Drawings shall be fully dimensioned, of an approved size and with the standard litho black or as approved by the Engineer.

19. Contract
Supersedes Previous
Documents

The Contractor shall have no right to any increase in the rates in the Schedule of Quantities nor any other right whatsoever by reason of any representative explanation or Statement or alleged representative explanation or Statement made or by reason of any information promise or guarantee given or alleged to have been given to him by any person (whether in the employment of the Employer or not) before the date of the Contract embodies the whole arrangements between the parties with reference to the Contract hereby constituted and all previous, correspondence/ negotiation/ representations/ explanations/ Statements/ promises or guarantee whether oral or written shall be excluded.

20. Bribes and
Commission

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his or their behalf to any officer, servant, representative or agent of the Engineer or to any person on his behalf in relation to the obtaining or to be execution of this or any other Contract with the Employer shall in addition to any criminal liability which he may incur subject the Contractor to the cancellation of this and all other Contracts with the Employer and also to the payment of any loss or damage resulting from any such cancellation, and the Employer shall be entitled to deduct the amounts so payable from any money otherwise due to the Contractor under this or any other Contract. Any question or disputes as to the commission of any offence under the present clause shall be settled by the Engineer in such a manner and on such

evidence or information as he shall think fit and consider sufficient and his decision shall be final and conclusive.

21. Idle Time Refer 2.14[Traffic] of Special Conditions of Contract.
22. Goods & Services Tax (GST) GST shall be paid extra along with running account bill at the rate prescribed by the Government from time to time on production of the relevant documentary evidence.
23. Security Clearance Prequalification of bidders is subject to security clearance from Govt. The bids received from any tenderer may be summarily rejected on National Security consideration without any intimation thereof to the tenderer.

APPENDIX TO BID (1 of 2)

Item	Sub-Clause	Data
Employer's Name and Address	1.1.2.2	" Dredging Corporation of India Limited (DCIL). Main road, H B Colony, Seethammadhara, Visakhapatnam, Andhra Pradesh: 530013
Contractor's Name and Address	1.1.2.3	(To be indicated after award of work)
Engineer's Name and Address	1.1.2.4	1.1.1. Engineer" means the DCI's official who has invited the tender on its behalf and includes or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.
Time of Completion of the Work	6.2	Maximum 9 months from the date of commencement.
Defects liability	8	(Not applicable)
Electronic Transmission Systems	1.3	E-mail/Fax
Governing Law	1.4	Law of India
Ruling Language	1.4	English

Language for Communication	1.4	English
Time for Access to the Site	2.1	As detailed in the Letter of Acceptance
Amount of Performance Security	4.2	10% of Accepted Contract Amount (in Indian Rupees), through an irrevocable Bank Guarantee, enforceable and encashable at Visakhapatnam, drawn from any Nationalised Bank / Scheduled Bank .
Normal Working Hours	5.5	24 Hrs. / Day x 7 Days/ week
Liquidated damages (Rebate/Recovery)	6.2	As per sub clause 2.6.3 of the Special Conditions of Contract.

APPENDIX TO BID (2 of 2)

Item	Sub-Clause	Data
Total interest bearing Advance payment	10.2	Nil
Number and Timing of the Installments	10.2	N.A
Minimum amount of Interim Payment Certificate	10.5	Not Applicable
Percentage of Security Deposit	10.8	5% of value of each Running Account Bill
Limit of Security Deposit	10.8	5% of Accepted Contract Amount
Currency of payment	9.2	In Indian Rupees
Periods for submission of Insurance:		
a) evidence of insurance	14.1	60 Days
b) relevant policies	14.1	60 Days

V. TECHNICAL SPECIFICATIONS

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V. TECHNICAL SPECIFICATIONS

1. PROJECT AND SITE INFORMATION

1.1 Location

1.1.1 Cochin Port is one of the 12 Major Ports in India. It is an all weather port located in the State of Kerala on the west coast of India ($9^{\circ} 58' N$, $76^{\circ} 16' E$) within the Cochin lagoon, which has natural protection from the sea by the headlands of Fort Cochin and Vypeen. The entrance to the Port is through the sea outlet between the peninsular headland of Vypeen and Fort Cochin, popularly known as the 'Cochin Gut'.

1.1.2 The present Approach Channel comprises an Outer Channel, Entrance channel, LNG basin, ICTT Basin and two Inner Channels; the Ernakulum Channel and Mattancherry Channel. The details of channels, basins and berth frontages are marked with coordinates in the attached drawing numbers: 9754-01-2018 and 9754-02-2018 dtd 15.11.2018.

2.0 PROJECT BACKGROUND

Cochin Port intends to carry out annual maintenance dredging of the outer channel, approach channel, LNG basin, ICTT Basin and inner channels, berth frontages and basins for the year 2019-2020.

A BOT contract for the Development and Operation of the ICTT has been executed with M/s. India Gateway Terminal (IGT), a company incorporated by M/s Dubai Ports World, on 31/01/2005. As per the terms and conditions of the above License Agreement, IGT has designed and constructed the berth in the ICTT for a minimum designed depth of 16m below the Port's Chart Datum, for accommodating 8000+TEU capacity container ships requiring 14.5m draft and the Cochin Port would have to provide marine access for catering to the needs of 8000+ TEU vessels.

Also, a Licence Agreement for the 'Project of LNG Port & Terminal Facilities in the Puthuvypeen SEZ at Cochin Port' has been executed with M/s Petronet LNG Ltd (PLL), a company registered under the Companies Act 1956 and having its registered office at New Delhi, on 12/03/2009. As per the obligations of the Cochin Port Trust for the Operation & Maintenance of the project of the above License Agreement, Cochin Port Trust shall provide/cause to be provided, the PLL, maintenance of adequate depth at LNG basin.

3.0 SITE INFORMATION

3.1 General

3.1.1 The whole coastal area is characterized by formation of the coastal land forms, which are made up of sand bars and barriers, sandy flats, mud flats and bars. The coastal plain is occupied by quaternary and recent sediments consisting essentially of sands, sandy clays,

clays and carboniousclays.

- 3.1.2** The near shore area outside the Cochin Gut is relatively shallow reaching a water depth of 5 matadistanceofabout2kmfromtheshoreandgraduallydeepeningto10matadistance of about 6 km outside the Gut. The sea bottom is mainly soft mud up to several meters deep in the near shore waters ofCochin.
- 3.1.3** The siltation in the Cochin Harbour area mainly takes place due to the deposition of the sediments from sea, which are stirred up during the wave action and brought inside the lagoon during the flood tide, whereas the siltation in the outer channel is mainly due to the phenomena of littoral drift.
- 3.1.4** The site for the maintenance dredging work is located in the existing navigational channels of the Cochin Port and its adjacent areas. The location of the berth basin in front of the ICTT is on the northern side of the Ernakulum channel. The location of LNG basin north of the Outer Channel near the Cochin Gut atPuthuvyppeen.

3.2 Analysis Report on Side Scan SonarStudies

No Side Scan studies have been conducted. The bidder may be permitted to conduct detailed studies if the Bidder wish to do so at bidder's cost with prior permission of the Employer.

3.3 Analysis Report on Shallow SeismicStudies

No Shallow Seismic Studies have been conducted at site so far. The Bidder may be permitted to conduct detailed studies if bidder wish to do so.

3.4 BedMaterial

(a)The bed material in the approach channel for a very small portion immediately outside the gut consists of very fine sand. The material in approach channel beyond this portion consists of predominantly silty clay having median diameter of about 2 to 20 microns in the flocculated state. In the inner channels the bed material is mainly fine silt and clay, mineralogically kaolinite and illite. The material to be dredged for maintenance of the channel consists of clay, silt and sand of 2 to 20 micron. Material available in the LNG basin berth frontage is predominantly sand withclay.

3.5 Bathymetry and SeabedFeatures

- 3.5.1** The seabed slopes gently in the offshore region and is about 1 in 500 to 600. The coast experiences the littoral drift as anywhere else but there is a phenomenon of formation of the mud banks. The mud banks are not stationary and have a tendency to move in the coastalregion.
- 3.5.2** Bar formation at the entry of the port is a natural phenomenon and it takes place during the southwest monsoon season. Hence annual maintenance dredging is to be resorted to in order to keep the necessary depths and widths in the navigational channel. Littoral drift

takes place during both the SW & NE monsoons as a result of which the channel experiences siltation. This effect gets compounded when material from the mud banks find its way to the entrance channel during the floodtides.

3.5.3 Bidder, if he so desires is free to conduct Hydrographic Survey at his own cost with prior permission of the Employer.

3.6 Meteorological Data

3.6.1 Wind

3.6.1.1 The wind speed and wind direction is determined by the season and by the daily temperature differences between land and sea. The predominant wind direction during the SW monsoon period ie, from June to September, is west to South-West and the effect of land breeze is not dominant during this period.

3.6.1.2 During the non-monsoon periods, the predominant wind direction is from North-East during the morning and West during the evening, which shows influence of land breeze.

3.6.1.3 The maximum wind speed observed was of the order of 112 kmph from WSW direction.

3.6.1.4 The estimated annual average wind rose is shown in Figure-1.

3.6.2 Cyclonic Storms and Depressions

Cochin lies beyond the cyclone belt and therefore the risk of cyclone is negligible.

3.6.3 Air Temperature

Temperature at Cochin varies from about 23° to 32.5° C. There are not much distinct seasonal variations in the temperature, which is more or less uniform throughout the year.

However, highest temperatures tend to occur in the months of March to May. The low temperature occurs during December and January.

3.6.4 Relative Humidity

The humidity is high throughout the year. From June to September, during monsoon, the humidity ranges from 95% to 100%. From October to January it comes down to 50% to 70%. During summer months of February to May average humidity is about 60%.

3.6.5 Rainfall

The maximum rainfall usually occurs during the SW monsoon period ie, from June to September. The annual rainfall in the region varies between 2500 to 3500 mm.

3.6.6 Visibility

The visibility in the dredging area is excellent, except for few days during monsoon.

3.7 Oceanographic Information

3.7.1 Waves

3.7.1.1 Deep-water Waves

The wave climate is governed by the South West monsoon when wave action can be strong with prevailing wave direction from North-West to South-West. Deep water (15m depth) wave observation in the past indicate the significant wave heights of 4m, 2m and 1m at water depths of 10m, 5m and 2m respectively, the predominant wave direction being West.

3.7.1.2 Wave action inside the harbour is insignificant because of narrow entrance between Vypeen Gut and Fort Cochin and the configuration of the land. Generally calm conditions prevail in the harbour basin throughout the year except during the times of extreme windaction.

3.7.1.3 Wave Rose diagram (Period and Height) near Cochin Port is presented in Figure –2.

3.7.2 Tides

Cochin experiences semi diurnal tides. The tidal levels as per Naval Hydrographic Chart No. 2004.

Highest HighWaterLevel	:	+1.20
Mean High WaterSpring (MHWS)	:	+0.92m
Mean Low WaterSpring (MLWS)	:	+0.80m
Mean SeaLevel (MSL)	:	+0.582m
Mean High WaterNeap (MHWN)	:	+0.60m
Mean Low WaterNeap (MLWN)	:	+0.30m
Lowest LowWaterLevel	:	+0.20m

3.7.3 Currents

3.7.3.1 The currents along the coast of Cochin consists of tide, wave and wind induced components.

3.7.3.2 The tidal flow inside harbour basin, towards south bifurcates and flows around Willingdon Island giving rise to maximum current velocities both in Ernakulum and Mattancherry channels but their magnitude is different at different locations inside harbour. In the shallow natural channels on the northern side, velocities are low. While velocities during dry season follow a definite pattern, monsoon brings in large amount of fresh water and this gives rise to highly stratified conditions in the navigation channels. The distinct saline wedge which intrudes into channel was shown to exhibit sharp reversal of velocities. As can be

expected, peak velocities occur at the Cochin Gut. As per observations, the maximum current velocities at the Cochin Gut during the non-monsoon periods are of the order of 3 knots, which could increase to as high as 5.5 knots during the monsoon periods. Inside the harbour the current velocities are low, of the order of 0.5 knots only, with directions varying at different locations. Maximum flood velocities during monsoon were observed at the bottom due to density currents.

4.0 SCHEDULING OF WORK

4.1 General

Before commencement of dredging, the weekly dredging plan will be finalized jointly by the contractor in consultation with the Third Party Monitoring Agency engaged by the Port, Deputy Conservator and Chief Engineer of the Port and the dredging will be carried out as per this plan. During the course of dredging due to requirement of shipping or for any other reasons if it is so required by the Dy. Conservator/Chief Engineer, the contractor shall undertake dredging in any other location or area than previously planned, in the channels or berth frontage as instructed and no claim of any sort shall be made for deviating from the original dredging plan.

4.2 Chart Datum

Port's Chart Datum is 0.582 m below Indian Mean Sea Level with reference to the tide gauge established for the purpose.

4.3 Tolerance

No reduction in required length, width and depth as required in the approved dredging plan/programme is permissible. However, Positive tolerance (increase in specified depth) is allowed subject to limitations specified in Clause 2.5 [*Maximum Permissible Dredged Depths*] of Special Conditions of Contract.

4.4 Method of Measurement

4.4.1 :

The contractor has to carry out dredging by deploying TSHD with total hopper capacity not less than 7000 Cu.M for maintaining the required depth and width in outer channel, entrance channel, LNG basin, ICTT basin and inner channels (Ernakulam channel & Mattancherry channel) including its berths frontages as per the directions of the Deputy Conservator/Chief Engineer, shall have dredged and disposed a minimum monthly production of 1.227M.cum with bulk density not less

than 1.30 tonnes/Cu.m for the material in the hopper. If there is any shortfall in the minimum monthly production /base density specified above, recovery shall be made from the monthly payment to be released for less production on prorata basis as given below:

The monthly amount to be paid considering minimum monthly production to be achieved and the actual monthly production shall be calculated from the following formula,

Amount to be paid in that month after considering the less production in Rs.

$$= A * (B/C)$$

Where,

A = amount to be paid in that month.

B = Actual production during the month in M. Cu.m

Total actual production in that month (B) = Total hopper volume of material removed during the month X (Ave. Mix density in the hopper of material removed during the month- 1.025) / (1.30- 1.025)

1.30 t/cu.m = base density

(constant) 1.025t/cu.m = density of sea water (constant)

C = minimum monthly production (1.227M.cu.m with bulk density not less than 1.30 tonnes/cu.m)

In the case of average mix density in the hopper is more than 1.3 tonnes/cu.m, it will be limited to 1.3 tonnes/cu.m for computation of actual production. **No compensation shall be payable for production over and above minimum requirement stated above.**

5.0 PERMISSIBLE LEVEL OF DREDGING

Permissible levels of dredging are detailed separately in Clause No 2.5 [Maximum permissible dredged depths] of the Special Condition of Contract of this bid document. No payment will be made for overdredging.

6.0 DISPOSAL TOLERANCES

6.1 The contractor shall ensure that no dredged soil is dumped outside the limits of lesser depth

specified in the dumping grounds or the dumping areas specified.

- 6.2** In case of dumping of dredged material by the contractor at unauthorized places, such quantities so dumped and as assessed by the Engineer shall be removed by the contractor at his cost and the same shall be dumped in the designated dumping ground. In addition, penal recovery shall be made based on the hopper volume of material unauthorized dumped, the rate applicable being 50% of the rate arrived based on the lumpsum amount quoted for the item of work as per Schedule of Quantities.
- 6.3** The Contractor shall mark the limits of the area(s) indicated with suitable buoys and shall carry out the dumping as per the instruction of the Engineer.

7 NAVIGATION

7.0 General

Certain area within the Port basin will be in constant use and it shall be kept free from the equipment related to the dredging operations till specifically authorized by the Engineer.

7.1 Channel Buoys and Navigational Lights

The Employer shall, endeavor to provide and maintain all channel buoys and navigational lights. However, in case of any failure, dredger is expected to navigate and dredge on its Electronic position fixing system and radar. No claim from the Contractor shall be entertained by the Employer for failures to provide and maintain channel buoys and navigational lights etc., nor shall the Contractor be entitled to any such compensation.

7.2 Minimum Interference with Navigation

The number of ship movement in the channel is more than 200 per month. Throughout the Contract period, the Contractor shall ensure that the Work is carried out without causing any obstruction to or interference with the normal traffic in the harbour. The Contractor's craft and personnel shall, at all times, adhere to the established rules of the Employer and comply with any direction in respect of navigation in the harbour that may be issued from time to time by the Employer. The Contractor shall also conform in every way, to the Employer's requirements in respect of marking, lighting and watching any structure, craft or equipment deployed in the execution of Contract. It is the sole responsibility of the Contractor to maintain the channel free for navigation during the entire period of Contract irrespective of the time/period in the year during which the dredging operations have to be carried out. Contractor shall provide all navigational equipments

like Gyro-compass, Radar, Echo-sounder, V.H.F. etc. in good working condition. Also, refer Clause 2.14 [Traffic] of Special Conditions of Contract.

7.3 Navigation Requirement

- 7.3.1 Dredging shall be organised so that dredger(s) and other Plant are so positioned as to allow the normal passage of vessels to the satisfaction of the Harbour Master of the Employer.
- 7.3.2 Navigation signals, lights and warning markers shall be provided and maintained by the Contractor on his floating plant, floating pipelines, anchors and any other equipment placed by the Contractor to the satisfaction of the Harbour Master of the Employer. Floating pipeline, if any, shall be controlled to ensure that it causes least obstruction to the movement of vessels.
- 7.3.3 The Contractor shall prior to the establishment of Plant on site notify the Harbour Master and the Engineer of his proposed programme and methods. The Contractor shall be responsible for providing the Harbour Master and Engineer with details of any changes to the programme and methods approved by the Engineer.

7.4 Oil Spillage

Oil spill response equipment shall be provided on the Site in sufficient quantity to cope with the maximum fuel load of the dredging equipment and associated Plant.

8.0 DIVING

Should any diving work be carried out during the Contract, this shall be in accordance with the rules and regulations of the Cochin Port Trust and Statutory Authorities. The Cost of this diving works will be borne by the Contractor.

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**VI. SPECIAL CONDITIONS OF CONTRACT**

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## **VI. SPECIAL CONDITIONS OF CONTRACT**

### **1.0 GENERAL**

- 1.1** Special Conditions shall be read in conjunction with the General Conditions of Contract, Specifications, Drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2** Notwithstanding the Sub-division of the documents into these separate section and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3** Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions, the provisions of the Special Conditions shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy of variations, prevail.
- 1.4** Where it is mentioned in the Specifications that the Contractor shall perform certain Work or provide certain facilities, it is understood that the Contractor shall do so at his own Cost.
- 1.5** The materials, design and workmanship shall satisfy the relevant Indian Standard, the Specification conditioned herein and codes referred to. Where the Specifications stipulate requirement in addition to those contained in the Standard codes and Specifications, these additional requirements shall also be satisfied.

### **2.0 THE WORK**

#### **2.1 Scope of Work**

##### **2.1.1**

The scope of work involves dredging for maintenance of channels and basins at Cochin Port for the year 2020-2021, to the required widths and depths by deploying Trailing Suction Hopper Dredger(s) [TSHD(s)] of suitable/ not less than the specified capacity and disposing the dredged material at specified dumping areas as in Clause 2.8 [Disposal of dredged material] of Special Conditions of Contract or at the areas specified elsewhere in the bid document as per the directions of the representatives of the Employer, carrying out survey works as stipulated and other related works as detailed elsewhere in the tender. Minimum hopper capacity not less than 7000 Cu.M TSHD shall be deployed for the work.

##### **2.1.2**

The work is proposed to be carried out under lumpsum need based contract for the outer channel, entrance channel upto the eastern end of basin in front of the International Container Transshipment Terminal (ICTT), ICTT basin, LNG Basin and inner channels (Ernakulam channel, Mattancherry channel and its berth frontages).

## **2.2 Nature of Work**

The works under the contract comprise maintenance dredging and conveying and disposing the dredged material at specified dumping areas as detailed in Clause 2.8 [*Disposal of Dredged Material*] of Special Conditions of Contract or at the areas specified elsewhere in the bid document, by deploying Trailing Suction Hopper Dredger(s) [TSHD(s)] of suitable/ not

less than specified capacity and carrying out survey works as stipulated and other related works as detailed elsewhere in the bid document.

### **2.2.1 Contract period.**

2.2.2 The issue of Letter of Acceptance is scheduled by August 2020.

2.2.3 The contract period of dredging work shall be for a period of maximum 9 months from the date of expiry of 15 days from the date of receipt of Letter of Acceptance or date of actual commencement of Work, whichever is earlier.

2.2.4 In case of the bidder who has received the Letter of Intent, Contract period of dredging work shall be for a period of maximum 9 months from the date of expiry of 10 days from the date of receipt of Letter of Acceptance or date of actual commencement of Work, whichever is earlier.

2.2.5 The Contractor shall commence the execution of the Work not later than the date of expiry of 15 days from the date of receipt of Letter of Acceptance or as directed by RGM, Kochi. In case of the bidder who has received the Letter of Intent, bidder shall commence the execution of the Work not later than the date of expiry of 10 days from the date of receipt of Letter of Acceptance.

2.3 Length & width of channels/basins.

2.3.1 The exact length and width (horizontal dimensions) of the channels ,basins, berth frontages etc are marked with coordinates in the attached

Drawings Nos.9754-01-2018 and 9754-02-2018 dated15-11-2018.

#### 2.4 Drafts at various locations of the channels :

Dredging in the channels and basins shall be as directed by the Deputy Conservator/Engineer based on the requirement for safe navigation of;

- (i) vessels having draft upto 14.50 m throughout the outer channel, entrance channel, ICTT basin and draft upto 12.50m at LNGbasin.
- (ii) vessels having draft upto 12.50m through the inner channel and upto the southern end of COT/Q8-Q9berth,
- (iii) vessels having draft upto 10.40m in front of Q5, Q6 and Q7 berthbasin,
- (iv) vessels having draft upto 10.70 m upto the southern end of Fertilizer berth basin,
- (v) vessels having draft upto 9.15m upto the southern end of STBbasin,
- (vi) vessels having draft upto 10.00 m upto the southern end of BTP basin,and
- (vii) vessels havingdraftupto 9.15m beyond the Southern end of BTP and reaching upto the southern end ofSCB.

#### 2.5 Maximum Permissible Dredged Depths

Over-dredging in the channels and basins as well as in front of berths shall not be permitted. The dredging shall be done limiting to the depth in the channels , basins and all respective berth frontages as given in **TABLE- A**.The excess quantity of material dredged and removed beyond the maximum permissible depth given at table A evidenced from the fortnightly sounding chart of every month , shall be deducted from the actual monthly production achieved for the respective month and the payment will be restricted to the revised quantity thus arrived for.

**TABLE – A**

| Description | Designed Depth below Chart Datum in metres | Maximum permissible depth below Chart Datum in metres |
|-------------|--------------------------------------------|-------------------------------------------------------|
|-------------|--------------------------------------------|-------------------------------------------------------|

| 1                                                                                                                                                                                                                                                                        | 2     | 3     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| a) The portion of outer channel starting from No.16 buoy (00 chainage) and towards sea upto 2km<br><b>(Sector-OCA1)</b><br><b>Area = 5,72,000 m<sup>2</sup></b>                                                                                                          | 15.95 | 15.90 |
| b) The portion of outer channel from 2 km to 5 km towards the sea<br><b>(Sector-OCA2)</b><br><b>Area = 7,86,500 m<sup>2</sup></b>                                                                                                                                        | 16.70 | 15.90 |
| c) The portion of outer channel from 5 km to 12.0 km/(-)15.95m contour towards thesea<br><b>(Sector-OCA3)</b><br><b>Area = 18,20,000 m<sup>2</sup></b>                                                                                                                   | 17.40 | 15.90 |
| d) Inner channel from 00 chainage to the end of ICTT basin (Entrance Channel)<br><b>(Sector-ICA1)</b><br><b>Area = 6,05,109 m<sup>2</sup></b>                                                                                                                            | 15.95 | 15.90 |
| e) Basin in front of ICTT<br><b>(Sector-ICA2)</b><br><b>Area = 3,61,734 m<sup>2</sup></b>                                                                                                                                                                                | 15.95 | 15.90 |
| f) The portion of the Ernakulum Channel starting from the southern boundary of the Entrance channel and basin developed for ICTT and leading & reaching upto the southern end of COT and Q8-Q9 berths.<br><b>(Sector - ECB1)</b><br><b>Area = 6,27,099 m<sup>2</sup></b> | 13.20 | 13.20 |
| g) The portion of the Ernakulum Channel in front of Q5, Q6 and Q7 berths.<br><b>(Sector- ECB2)</b><br><b>Area = 75,849 m<sup>2</sup></b>                                                                                                                                 | 11.00 | 11.00 |

|                                                                                                                                                                                                                            |       |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| h) The portion of the Ernakulum Channel in front of Fertilizer Berth.<br><b>(Sector- ECB3)</b><br><b>Area = 2,38,320 m<sup>2</sup></b>                                                                                     | 11.00 | 11.00 |
| i) The portion of the Ernakulum Channel in front of NTB & STB.<br><b>(Sector- ECB4)</b><br><b>Area = 1,18,060 m<sup>2</sup></b>                                                                                            | 9.75  | 9.75  |
| j) The portion of the Ernakulum Channel opposite to NTB & STB and along side of W/Island.<br><b>(Sector- ECB5)</b><br><b>Area = 46,941 m<sup>2</sup></b>                                                                   | 8.50  | 8.50  |
| k) The portion of Mattancherry channel taking off from southern side of the Entrance channel developed for ICTT and reaching upto the southern end of BTP.<br><b>(Sector-MCB1)</b><br><b>Area = 2,87,216 m<sup>2</sup></b> | 10.75 | 10.75 |
| l) The portion of Mattancherry channel beyond the Southern end of BTP and reaching upto southern end of SCB.<br>(Sector- MCB2)<br>Area = 2,46,218 m <sup>2</sup>                                                           | 9.75  | 9.75  |
| m) Basin in front of LNG Terminal<br>(Sector-OCB1)<br>Area = 3,60,000 m <sup>2</sup>                                                                                                                                       | 14.50 | 14.50 |

## 2.6 Dredger(s) to be deployed.

- 2.6.1 TSHD with total hopper capacity not less than 7000cu.m. shall be continuously deployed for maintenance dredging in the Outer channel, Entrance channel and ICTT Basin, LNG basin and Inner Channels and basins throughout the contract period. The contractor shall deploy the dredgers throughout the contract period during maximum 9 months from the date of commencement of dredging. All efforts shall be put to ensure working of TSHD on 24 hour basis except for unavoidable maintenance and breakdown. The dredger shall have both the tubes and engines fully functional and the bow thrusters, DLM and track recorder



shall always be in working condition.

- 2.6.2 Dredging would be carried out at places where TSHD will remain safely afloat and be able to maneuver. However, Employer shall identify and decide on the order and the priority areas for the deployment as per requirement, to achieve the required depths at various locations.
- 2.6.3 Trailing Suction Hopper Dredger [TSHD] is to be fitted with all the necessary equipments and auxiliaries necessary to ensure performance to the required / projected level of efficiency, efficient electronic position fixing system, computer controlled dredging equipment, drag head level indicator, load indicator/data processing equipment to measure, display and record output parameters and corresponding draft, continuous wave echo- sonder, track recorder for showing dredging track, etc. The contractor shall ensure the functioning of all engines, bow-thrusters, DLM, Track recorder, Drag-head tubes etc., of dredger. If any repairs are necessitated, the same shall be immediately attended to. Breakdown period of **bow-thrusters, load indicator and Track recorder** of TSHD(s) shall not exceed 5 Days in a month. If the breakdown period for the bow-thrusters/ load indicator/ Track recorder exceeds 5 Days in a month, a penalty at the rate of Rs. 20,000/- per day shall be recovered from the Contractor for the total Days of breakdown till the equipment is made functional during the contract period. In case of breakdown of load indicator, the payment shall be released, based on the production computed based on the maximum hopper density of 1.170 t/m<sup>3</sup> only.
- 2.6.4 In case of breakdown of dredger, alternate dredger has to be mobilised, without affecting the programme of Work and without any additional expenditure to the Port. The alternate dredger shall be deployed within 20 Days of breakdown. The Contractor shall mobilize the alternate dredger, in case of break down without waiting for an instruction from department so as to comply with above requirement.
- 2.6.5 Deleted

### **2.6.6 Efficiency Parameters of Dredgers of Trailing Suction Hopper Dredger(TSHD)**

1. It should be fitted with twin screw propulsion and with mechanical bow thrusters.
2. The load and draft indicators, to be inspected and certified by a Classification Society being a member of IACS.. The contractor shall submit the certificate before mobilization of the dredger.
3. It should have efficient Dredge position control monitoring

system consisting of DGPS, necessary software capable of being loaded with survey data like Hypack or similar software.

4. It should have efficient dehoopering/dewatering system.
5. It should have preferably 2 suction pipes capable of dredging to a depth equal to the design depth plus 4mtrs.
6. It should have the capability to produce jet pressure of minimum 6 bars.
7. It should have the capability to maintain an average speed of 8 knots in fully loaded condition.

## **2.7 Dredging Programme**

2.7.1 Before commencement of dredging, the weekly dredging programme will be finalized jointly by the Contractor in consultation with the Third Party Monitoring Agency engaged by the Port, Deputy Conservator and Chief Engineer of the Port and the dredging will be carried out as per this plan. It shall be ensured that the actual dredger deployment generally adhere to the Dredger deployment schedule contemplated at the time of the bid. However, the performance of the dredging shall be continuously monitored and in case the expected progress of Work is not achieved, the capacity of the dredgers shall be increased as directed by the Engineer, at no extra Cost.

**2.7.2 During the progress of dredging, due to requirement of shipping or for any other reasons, if it is so required by the Dy. Conservator/ Engineer, the Contractor shall undertake dredging in any other location or area than programmed earlier, in the channels or berth frontage as instructed and no claim of any sort shall be made for deviating from the original dredging programme.**

2.7.3 No claim shall also be entertained by the Port on account of delay due to shipping movements, due to restriction by Indian Navy on account of firing exercise or for similar reasons.

## **2.8 Disposal of dredged material.**

2.8.1 The dredged material shall be conveyed and disposed off in the specified dumping areas as detailed hereunder.

### **2.8.2 Location of Dumping**

Two dumping areas are shown in the Key plan, one on south and the other on the north of approach channel. These dumping areas are approximately 11.797 Km (Bearing 236°24'47.2") and 12.999 Km (Bearing 295°57'16.8") from No.7 and No.8 buoys respectively as shown in the.9754-03-2018 dated 15-11-2018. The dredged material may be dumped predominantly at the south dumping area and north-dumping area may be used only when there are hindrances for accessing the southern dumping area. The material shall be dumped only beyond the distances specified above and where depth of water is 20m or more, spreading evenly over an area having a diameter of 3km as shown in the Drawing, in such a way that the depth shall not be less than 19m at any time. The depth of water at the time of dumping of each load shall also be entered in the Daily Dredging Reports of TSHD (s). In addition to the above, the Contractor shall furnish the movement record of other type of dredgers and barges, if any, deployed for the disposal of material at the specified dumping area. Mutually acceptable arrangements shall be made to record and certify the movement of barges if used for dumping of material to the dumping ground.

### 2.8.3 Disposal tolerances

The contractor shall ensure that no dredged soil is dumped outside the limits of lesser depth specified in the dumping grounds or the dumping area specified.

In case of dumping of dredged material by the contractor at unauthorised places and times, such quantities so dumped and as assessed by the Engineer shall be removed by the contractor at his cost and the same shall be dumped in the designated dumping ground. In addition, penal recovery shall be made based on the hopper volume of material unauthorizedly dumped, the rate applicable being 50% of the rate arrived based on the lumpsum amount quoted for the item of work as per Schedule of Quantities.

The Contractor shall mark the limits of the area(s) indicated with suitable buoys and shall carry out the dumping as per the instruction of the Engineer.

## **2.9 Mobilisation and Demobilisation.**

No separate mobilisation or demobilisation charges shall be payable for the deployment of dredgers and the cost of mobilisation and demobilisation charges of the dredgers deployed shall be included in the lumpsum amount quoted for the Work.

## **2.10 Water, fuel and other consumables for dredger/craft.**

2.10.1 As there is scarcity of water, the Port will not be in a position to supply water to the dredgers always. In such cases, the Contractor will have to make his own arrangements at his Cost. However before doing so, clearance from the Dy. Conservator of the Port shall be obtained. The rates for supply of fresh water by the Port will be as per the Scale of Rates applicable from time to time.

2.10.2 Fuel, oils and other consumables required for the dredger shall be arranged by the Contractor at his own Cost.

## **2.11 Berthing facilities for maintenance**

For maintenance, repairs, bunkering etc. of Contractor's floating crafts, the **Cochin Port trust** will provide suitable berthing facilities subject to availability free of Cost to the Contractor as and when available/necessitated for a maximum period of 3 Days in a month. For the period exceeding 3 Days, if any, per dredger per month, the berth charges shall be to the account of the Contractor at the prevailing rates in the Port. The Contractor can also avail the facility on cumulative basis subject to availability of berth.

All vessel related charges including pilotage, tug, berth hire charges will be to the account of the Employer during the period of this contract including the

demobilisation period of two weeks except for the berth charges as per Clause 2.11 [*Berthing facilities for maintenance*] above.

For maintenance, repairs, bunkering etc. of Contractor's floating crafts, prior permission shall be taken from DCI to avoid penalties as per SCC clause 2.47.2 (Recovery towards non dredging for more than 24 hrs)

## **2.12 Transit Ships**

The Contractor shall submit to the EMPLOYER every week a statement showing the proposal for positioning and or mooring his Equipment and crafts during the ensuing week and finalize the programme of dredging in consultation with the Dy. Conservator. The programme of dredging thus finalized shall be binding on the Contractor.

## **2.13 Traffic**

- 2.13.1 Cochin port is an operational Port and it is to use the same navigational channel for the vessels movement. When the dredging is undertaken in the navigational channels, the normal vessel movement will be continued throughout the progress of Work.
- 2.13.2 The Contractor shall at all times observe and comply with all Laws including regulations that are relating to the navigation manoeuvring, and anchorage of his floating craft being used throughout the Works and shall get their craft within the Port limits or at the Work Site. The Contractor shall comply with the instructions given by the Employer in this regard. The Contractor shall carry out his Works strictly in manner, which would not obstruct or endanger the normal use of the channels, anchor areas, wharves and approaches thereto. The priority of navigation within Port limits will be always at discretion of the Employer.

## **2.14 Maintenance / Special repairs**

No compensation will be paid to the Contractor by the Employer for the time utilized for routine maintenance and special repairs due to break down etc. of the dredgers and other crafts.

## **2.15 Loss or damages to Port's crafts/personnel.**

The Contractor will be responsible for any collision/damage to craft/Plant/equipment such as fenders, cranes, mooring buoys etc. of the Employer and for any injury/accident to any of the Employer's Personnel deployed directly for the Work and Contractor shall keep the Employer indemnified against all such damages and injuries/accidents. This is applicable for the personnel during the course of his duty from the time of boarding the boat provided by the Contractors for transit to the dredger(s) and till the time of disembarkation from the boat. If the Contractor fails to indemnify the Employer for any losses, the same shall be adjusted from any money or monies due to the Contractor under the terms of this Agreement.

## **2.16 Workingtime**

The Contractor is free to Work throughout Day and night and even on holidays.

## **2.17 Departmental supervision**

2.17.1 The expense towards Employer's supervision shall be borne by the EMPLOYER. Essential facilities like boarding and accommodation etc. on board the dredger and boat transport for EMPLOYER's representatives including Pilot shall be provided by the Contractor at his Cost. Port officers like Asst. Engineer, Asst. Exe. Engineer, Exe. Engineer, Superintending Engineer, Chief Engineer, Harbour Master, Deputy Conservator, etc., may make occasional visit on board the dredger as desired by them for which boat transport shall be provided by the Contractors at no extra Cost. The EMPLOYER may also send on board EMPLOYER's Engineer(s)/Surveyor(s)/ Officials nominated by the Employer for witnessing the dredging and dumping by the dredgers round the clock throughout the contract period. Essential facilities like boarding, accommodation, transport etc., shall be

provided by the Contractor at no extra Cost for the above personnel of the EMPLOYER. Maximum two representatives of the Employer may stay on board at a time apart from the Pilot. During the contract period, Employer's officials/Engineer(s) may be posted onboard the dredgers to observe/witnessing the dredging operations of the contractor as decided by the RGM Kochi/ Deputy Conservator.

2.17.2 Third Party Certification Agency shall be engaged for monitoring/supervision of the dredging work and for conducting surveys.

## **2.18 Dredge Area clear of natural/artificial under water obstructions.**

2.18.1 To the best of the knowledge of the Employer, there are no major artificial or uncharted obstructions existing in the form of sunken wrecks of ships or Plants in the area to be dredged. However, if any obstructions like sunken buoys, barges or pontoons, small anchors, steel plates, angles, boulders, concrete pieces upto a size of 3m x 2m / 5 tonnes are encountered these shall be removed by the contractor at his own risk and no claim whatsoever on this account will be entertained by the employer. The contractor is not entitled to an extension of time or an adjustment of contract price for such obstructions to be removed or can be removed by the dredging equipment. The Employer's decision in this regard shall be final and binding on the contractor.

2.18.2 During the dredging operation, any damage occurring to the Contractor's dredger, equipments and floating crafts due to artificial uncharted obstructions shall be covered and compensated through the Marine Insurance Policy and P & I cover only. However, the amount deductible service shall be reimbursed by the Employer.

## **2.19 Clearance of the Site on completion**

On completion of the Work, the Contractor shall clear away and remove from Port, the dredger, other Plants, materials etc. and Temporary Works of every kind. The Contractor shall also forthwith dispatch, raise and remove any Plant (floating or otherwise) belonging to him or to any person employed by him which might have sunk in the course of the Work or otherwise deal

with the same as directed by the Deputy Conservator/Engineer and until the same is raised and removed, the Contractor shall set on such buoys and display at night such lights, for the safe navigation as may be required by the Port Trust. In the event of the Contractor not carrying out the obligation imposed upon him by this Clause, the Engineer shall raise and remove the same (without prejudice to the right of the Employer to hold the contractor liable) and the Contractor shall pay to the Employer all costs incurred in connection therewith or the same shall be adjusted from any money (ies) due to the Contractor under the terms of this Agreement. The fact that the sunken vessel/craft or plant is insured or has been declared a total loss, shall not absolve the Contractor from his obligation under this Clause, to raise or remove the same.

## **2.20 Contractor's office and personnel**

2.20.1 The Contractor shall provide and maintain a suitable office at Kochi to which the EMPLOYER or its representatives may send communications and instructions. Contractor has to appoint a single person as the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract and for liaising with the EMPLOYER. He shall receive, on behalf of the Contractors, directions, instructions or other notices from the EMPLOYER. The EMPLOYER shall be at liberty to object and require the Contractor to remove forthwith from the Works any person including Dredger Commander, Engineer or Dredge Master provided by the Contractor who, in the opinion of the EMPLOYER

misconductshimself,orisincompetentornegligentintheproperperformance ofhisduties

or whose presence on board the dredger is otherwise considered by the EMPLOYER to be undesirable or impedes the progress of the Work and such person shall not be again allowed upon the Works without the consent of the EMPLOYER. Any person so removed shall be replaced with suitable person as soon as possible.

2.20.2 The contractor's representative shall always be available at site. In case of temporary charge as per clause 4.3 of General Conditions of Contract (Contractor's Representative), this shall not be for more than 5 days



continuously and such charge shall not be for more than a total of 14 days in a month.

### **2.21 Accident or injury to contractor's workmen**

The EMPLOYER shall not be liable for, or in respect of, any damages or compensation payable at Law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any Sub-contractor save and except an accident or injury resulting from any default of the EMPLOYER, his agents or servants and the Contractor shall indemnify and keep the EMPLOYER indemnified against all such damages and compensation and against all claims, demands, proceedings, Costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### **2.22 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 Sub-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 before the EMPLOYER, such policy of insurance and the receipt for the payment of current premium.

### **2.23 Compliance with Statutes, Regulation etc.**

The Contractor shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the Regulations or Bye-laws of any local

or other duly constituted authority which may be applicable to the Work or to any Temporary Work and with such rules and regulations of public bodies and Companies as aforesaid and shall keep the EMPLOYER indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, Regulation or Bye-laws.

All statutory liabilities towards Contractor's staff including but not limited to Contract Labour (Regulation and Abolition Act) 1970, Interstate Migrant Workmen Act 1979, Employees Provident Fund and Miscellaneous provisions Act 1952, The Minimum wages Act 1948, The payment of Wages Act, 1936, The Employees Compensation Act,

1923, Industrial Disputes Act 1947, Employees State Insurance, Workmen Compensation Act-1923, and their amendments etc shall be the prime responsibility of the Contractor;

The contractor shall be registered under Seamen's Provident Fund (SPF) and the employees employed under them shall be covered in the SPF scheme. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the part/final bill of contractors.

## **2.24 Return of Labour**

The Contractor shall deliver to the EMPLOYER or at the office of EMPLOYER a return in detail in such form and at such intervals as may be prescribed showing the staff on board the dredger and the names with age of the other staff from time-to-time employed by the Contractor ashore for the purpose of issuing dock entry permit.

## **2.25 License, Customs clearance etc.**

Contractor should obtain necessary licences from the D.G.Shipping.

The EMPLOYER shall not be responsible to the Contractor where clearance is required by the customs for bringing the dredger and other Plants and materials and other things required. However, any documentary assistance to obtain such clearance will be rendered without any financial commitment.

## **2.26 Officialsecrets**

- 2.26.1 The Contract involves an obligation of secrecy and the Contractor, his agents, servants or Sub-contractor or their agents or servants shall observe and comply with the requirements of the Indian Official Secrets Act 1923, and the rules there under or any statutory modifications or reenactments thereof. Any breach of this clause shall constitute a breach of theContract.
- 2.26.2 The Contractor shall not disclose to anybody the details of Drawings and sounding charts prepared by him and of the Work on which it is engaged without the approval of the EMPLOYER. No photographs of the Port area shall be taken or permitted by the Contractor to be taken by any of his employees without the approval of the competent authority and no such photographs shall be published, or otherwise circulated without the approval of theEMPLOYER.

## **2.27 Daily Dredging Report(DDR)**

- 2.27.1 Dredging is to be undertaken in accordance with the Drawings and asdirected.
- 2.27.2 The Contractor shall supply to the Deputy Conservator/Engineer, DDR signed jointly by the representatives of the Employer and the Contractor induplicate.
- 2.27.3 DDRs shallcontain:
- (i) Track record of the dredger viz. position, time and the track and the location from where the dredger took variousloads.
  - (ii) Time of dumping and depth of water at dumpingarea.
  - (iii) The daily opening stock of bunker (main fuel), its receipt and closing stock;and

(iv) The density of the dredged material in the hopper while dumping.

(v) Average level of drag head while loading.

2.27.4 The Contractor shall submit the DDR to the representative of the Deputy Conservator/Engineer on the next Day in his office.

2.27.5 The loads proposed to be taken from LNG basin under lumpsum contract should be exclusively contained within the LNG basin and DDR and DLM print out and Track record for these loads should be submitted separately to the RGM Kochi,/Engineer/Deputy Conservator.

## 2.28 Bills & Payments Schedules

2.28.1 The payment (on lumpsum basis) that will become due during various months, for maintenance dredging in **outer channel, entrance channel, ICTT basin, LNG basin and in inner channels (Ernakulam channel and Mattancherry channel)** during the period of max 9 months from the date of commencement, are as given in the Table below.

| Sl. No. |  | Payment that will become due during the months as a percentage of the quoted amount for Item No.1 of the Schedule of Quantities for the period of 9 months from the date of commencement |
|---------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       |  | 11.33                                                                                                                                                                                    |
| 2       |  | 11.33                                                                                                                                                                                    |
| 3       |  | 11.33                                                                                                                                                                                    |
| 4       |  | 11.33                                                                                                                                                                                    |
| 5       |  | 11.33                                                                                                                                                                                    |
| 6       |  | 11.33                                                                                                                                                                                    |
| 7       |  | 11.33                                                                                                                                                                                    |
| 8       |  | 11.33                                                                                                                                                                                    |
| 9       |  | 11.34                                                                                                                                                                                    |

|                    |      |
|--------------------|------|
| TOTAL ( 9 MONTHS ) | 100% |
|--------------------|------|

*\*\* The work commencement/ending month, the number of available days is less than the total number of days in that month, the payment for that month will be regulated based on the actual available days on prorata basis considering the total number of days in that month.*

2.29.2 The payment for the Work done during a month which will fall due on the 1<sup>st</sup> Day of next month will be released within 15 days on receipt of payment from the Cochin Port Trust.

2.29.3 The bill for payment shall be prepared as per the Contract conditions. Monthly production should be worked out and calculation for amount to be paid in that month shall be shown clearly. Bills shall be presented by the Contractor every month. The bills presented by the Contractor not fulfilling the above conditions will be rejected.

## **2.29 Insurance**

The Contractor shall insure dredger and other supporting crafts / equipments deployed for the Work against normal marine risks includes oil pollution & wreck removal. The dredger should also have Protection and Indemnity (P&I) or such cover, which shall include salvage of said dredger in case she is sunk within the Port limits and is required to be salvaged by the Contractor. The Contractor should indemnify the Port of all losses, which may occur due to blockage of channel caused by damage to or sinking or due to any such happening to the dredger and other vessels deployed by the Contractor. He shall also indemnify the EMPLOYER for any claims against the Port or its officers arising out of any accident, failure or negligence on his part. The Employer shall not be liable for or in respect of any

demand or compensation payable under Law or orders of court in respect of or in consequence of any accident, death or injury due to the above and the Contractor shall indemnify and keep the Employer indemnified against all such damages and compensation and against all claims, damages, proceedings, Costs, charges and expenses whatsoever in respect thereof and in relation thereto.

### **2.30 Care of works**

From the commencement to the completion of the Work, the Contractor shall take full responsibility for the care of dredger, its staff and his other employees in connection with the Work thereof and in case any damage, loss or injury shall happen to the Works or any part thereof or to any Temporary Work from any cause whatsoever, he shall at his own Cost repair and make good the same so that the Work shall be completed in good order and in

conformity in every respect with requirement of the Contract.

### **2.31 Indian Contract Act**

The Contract shall be governed by the Indian Contract Act and all payments due to the Contractor under the Contract will be made **IN INDIAN RUPEES ONLY.**

### **2.32 Performance Security**

- 2.32.1 The value of the performance Security shall be 10% of total contract amount and shall be valid upto 30 days beyond the contract period.
- 2.32.2 The Performance Security shall be released after 30 Days of expiry of the Contract period subject to the conditions regarding Performance Security as stated in sub clause 4.2 of General Conditions of Contract (Performance Security).

### **2.33 Advancepayment**

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

### **2.34 Settlement of Disputes & Arbitration**

- i) The decision of the Chief General Manager (CGM) shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship, or materials used on the work or any matter arising out or relating to the specifications and instructions concerning the works or the execution or failure to execute the same arising during the course of work. The above shall not be subjected to arbitration and in no case shall the works be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instructions of the CGM.
- ii) Any dispute or difference arises between the DCI and the contractor in connection with the contract or as to the rights and liabilities of the parties hereto, other than those referred to in above or on matters which are stated to be final and binding on the contractor shall be referred to arbitration by a sole Arbitrator, a person to be nominated and appointed by the Managing Director, DCIL, Visakhapatnam and the award of the sole Arbitrator shall be final and binding upon the parties hereto, subject to the provisions of the Arbitration & Conciliation Act, 1996.
- ii) The Arbitrator shall give a reasoned Award and it shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The venue for the Arbitration shall be Visakhapatnam and the Court at Visakhapatnam shall have exclusive jurisdiction on all matters with reference to this contract.

### **2.35 Governing Law**

The Contract shall be interpreted and have effect in accordance with the Law of India and no suit or other

proceedings relating to this Contract shall be filed or taken by the Contactor in any court of law except in the court of competent jurisdiction in Visakhapatnam.

### **2.36 Safety, Security and protection of the environment**

The Contractor shall, throughout the Contract period,

- 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 Work (so far as the same is completed or occupied by the Employer) in orderly state appropriated to the avoidance of danger to such persons.
- b) and take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise, or other causes arising as a consequence to his method of operation.

### **2.37 Reporting accidents**

The Contractor shall report to the Dy. Conservator details of any accidents as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall in addition, notify the local police authorities immediately by available means.

### **2.38 Sample collection from dredgers.**

Samples of the mixture in the hopper if required by the Engineer/Deputy Conservator are to be collected and handed over in suitable plastic containers by the Contractor at his Cost for the purpose of testing. Sample shall be collected in the presence of his representative. If the Contractor fails to collect samples and hand over, a lump sum amount will be recovered from the Contractor and the same amount will be decided by the Engineer. The decision of Engineer in this regard shall be final and binding.

### **2.39 Default**



If the Contract is terminated during the tenure of the Contract without any fault of the Contractor, the Contractor shall be paid by the Employer, for the Work executed prior to the termination, at the rate and prices provided in the Contract.

## **2.40 Failure of Contractor**

2.40.1 If the Contractor abandons the Contract or fail to commence the Work (without valid reasons acceptable to the DCI) or suspends progress of Work for long duration (15 Days), the Employer may after giving 15 Days notice in writing to the Contractor, carry out the remaining Work in full or part as deemed necessary at the Cost and risk of the Contractor. If, due to the failure of Contractor to maintain the channels as directed by the Engineer/Deputy Conservator, ship movement in the channel is hampered, the loss or damage suffered by the Employer will be recovered from the Contractor.

2.40.2 If the contractor suspends the work unilaterally, penalty at the rate of Rs. 9,00,000/- per day or part thereof, for the first five days and Rs. 18,00,000/- per day or part thereof for the next fifteen days will be recovered from the contractor. The above rate is applicable for the deployment requirement of 7000cu.m. hopper capacity and shall vary on prorata basis for the specified deployment requirements.

## **2.41 Duties of the Engineer/Deputy Conservator(DC)'s Representative**

The Engineer/DC's Representative is a person appointed by the Engineer/DC. The Representative is responsible to the Engineer/DC and shall carry out such duties and exercise such authority as may be delegated to the Representative by the Engineer/DC.

## **2.42 Engineer/Deputy Conservator (DC)'s Authority to Delegate**

The Engineer/DC may from time to time delegate to the Representative any of the duties and authorities vested

in the Engineer/DC and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing. Any communication given by the Representative to the Contractor in accordance with such delegation shall have the same effect provided that:

- (a) any failure of the Representative to disapprove any Work, materials or Plant shall not prejudice the authority of the Engineer/DC to disapprove such Work, materials or Plant and to give instructions for the rectification thereof;
- (b) if the Contractor questions any communication of the Representative, he may refer the matter to the Engineer/DC who shall confirm, reverse or vary the contents of such communication.

#### **2.43 Deployment of Staff by the Engineer/Deputy Conservator(DC)**

The Engineer/Deputy Conservator shall deploy any number of persons in carrying out duties. Such persons have the authority to carry out their duties, verifications of Drawings, checking the surveys, quantities of dredging, checking the locations of disposals of dredged material, plant or workmanship as being in accordance with the Contract, and any instructions given by any of them to the Contractor for those purposes shall be deemed to have been given by the Engineer/DC's Representative on behalf of the Engineer/DC.

#### **2.44 Recoveries towards shortfall in performance**

2.44.1. Recovery towards non achievement of monthly production :

“The minimum monthly production, as specified below, shall be ensured by the contractor during the entire contract period. Recovery shall be made for less production on prorata basis.”

“The contractor has to carry out dredging by deploying TSHD with total hopper capacity not less than 7,000 cum for maintaining the required depth and width in outer channel, Entrance channel, LNG basin, ICTT basin and inner channels (Ernakulam channel & Mattancherry channel) including all berths frontages as per the directions of the Deputy conservator / Chief Engineer / DCI and shall have dredged and disposed a minimum monthly production of 1.227

M.cum with bulk density not less than 1.30 tonnes/Cu.m for the material in the hopper. If there is any shortfall in the minimum monthly production / base density specified above, recovery shall be made from the monthly payment to be released for less production on prorata basis as given below;

The monthly amount to be paid considering minimum monthly production to be achieved and the actual monthly production shall be calculated from the following formula,

Amount to be paid in that month after considering the less production in Rs. =  
 $A*(B/C)$

Where,

A = amount to be paid in that month

B = Actual production during the month in M.Cu.m

Total actual production in that month (B) = Total hopper volume of material removed during the month - 1.025) / (1.30 - 1.025)

1.30 t/cu.m = base density (constant)

1.025 t/cu.m = density of sea water (constant)

C = minimum monthly production (1.227 M.cu.m with bulk density not less than 1.30 tonnes/cu.m)

In the case of average mix density in the hopper is more than 1.30 tonnes/cu.m, it will be limited to 1.30 tonnes/cu.m for computation of actual production. No compensation shall be payable for production over and above minimum requirement stated above.”

#### **2.44.2 Recovery towards non deployment of dredger**

“As per the conditions of this agreement, it is expected that the dredging shall be carried out with suitable dredger of specified capacity ie.7,000 cum, in the Port’s channel/ basin or any other location as directed, continuously throughout the contract period except the permissible non-operational period not exceeding 5 days in a calendar month. Any shortfall in working / deploying the dredger below the limits specified above and/or elsewhere in the tender shall attract penalty as given below:

- i) If the dredger is not working beyond the allowable 5 days as above, an amount of Rs.5.0 lakh per day or part thereof on prorated basis of hopper capacity of the dredger not deployed.
- ii) Dredger idle period ( allowable 5 days in a month ) shall be programmed in concurrence with DCI , as Cochin Port trust attracts additional penalty if the dredgers are not working beyond 24hrs at a time ,an amount of Rs.5.0 lakh per day (24 hrs) or part thereof shall be recovered from the first day onwards.

If the number of shortfall in non-working days with specified minimum total capacity dredger exceeds 20, the contract is liable to be rescinded.

### **3.0 ORDER OFWORKS**

The order in which the Works are to be carried out shall be to the approval of the Engineer and shall be such as to suit the detailed method of dredging adopted by the Contractor as well as the CPM schedule and shall be carried out without affecting the Port operation.

### **4.0 CO-ORDINATION AND INSPECTION OFWORKS**

The Co-ordination and inspection of the day-to-day Work under the Contract shall be the responsibility of the Engineer. The instructions regarding any particular Work /progress of Work will be normally passed by either the Engineer/his representative or Deputy Conservator of the Port/his representative. All instructions of work (oral/written /electronic) shall be entered in an instruction book/register and shall be maintained by the contractor. The contractor shall have to be get signed these instructions by the authorized departmental personnel by way of acknowledgment within 12 hours. A

copy such instruction shall be forwarded to the Engineer time to time.

## **5.0 WORK IN MONSOON**

The execution of the Work entails working in the monsoon season also. The Contractor must maintain sufficient equipment, Plant and labour force as may be required for the Work and execute the dredging & surveying according to the prescribed schedule. No special rate will be considered for such work during monsoonseason.

## **6.0 OPERATIONS OF THE EMPLOYER AND OTHERS**

6.1 The ordinary business and Works of the Employer and others as carried out on and in the vicinity of the Site will be continued during the dredging and surveying, completion of the Works and the execution of the Contract shall be conducted in such a way as to avoid interference with traffic of every kind by land and by water and with any other Works in progress in the vicinity.

6.2 The Contractor's attention is drawn to the fact that other Contractors employed by the Employer and other entity authorized by the Employer may be working in the vicinity.

6.3 The Contractor shall where so directed by the Engineer be required to Work to other Contractor's Drawings where so ever Drawings for Work not included in this Contract are related to particular details of the Works.

6.4 The Contractor shall from time to time as the Engineer may direct, provide attendance on the other Contractors and carry out minor Works in connection with such Contracts. The Cost of provision of such attendance and Work as may be so required will be mutually agreed before commencement of attendance/Work.

## **7 PORT TRUST RULES**

7.1 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 Employer. Under no circumstances shall inflammable material be allowed to spill to the Harbour area.

- 7.2 The Contractor shall always observe and comply with the working rules and regulations of the Port Trust in force or as issued from time to time.

## **8 EXISTING SERVICES**

- 8.1 Drains, pipes, cables, overhead-wires and similar services encountered in the course of the Work shall be guarded from injury by the Contractor at his own Cost so that they may continue in full and uninterrupted use to the satisfaction of the owners thereof or otherwise occupy any part of the Site in a manner likely to hinder the operation of such services.

- 8.2 Should any damage be done by the Contractor to any mains pipes, cables or lines (whether above or below ground), whether or not & shown on the Drawings the Contractor must make good or bear the Cost of making good the same without delay to the satisfaction of the Engineer and of the owners.

## **9.0 ENTRY ON PRIVATE OR OTHER PROPERTY**

The Contractor shall not enter upon or commence any Work in or upon, across or through any land, building or place being private property until authorised in writing by the Engineer or other competent authority to do so.

## **10.0 NOTICE OF OPERATIONS**

No important operations shall be commenced nor shall Work outside the usual working hours be carried out without the consent of the Engineer in writing or without full and complete notice also in writing being given to him.

## **11 SECURITY AND SAFETY**

- 11.1 The Contractor shall comply with all regulations imposed by the Customs and Cochin Port Security Authorities in respect of the passage of Plant,

Equipment, Vehicles, materials and personnel through Customs and Portbarriers.

- 11.2 The Contractor shall take all possible precaution to prevent out breaks of fire on the Site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, explosives and all other dangerous hazardous goods. He shall comply with all rules, regulations and orders of any Statutory Authority and of the Engineer at no extra Cost to theEmployer.
- 11.3 The Contractor shall obtain from the Employer details of any restricted areas in or around the Site and shall have prominently and clearly displayed for the information of his staff and work people notices defining any such restricted areas. Such notices shall be provided at his ownexpenses.
- 11.4 The Contractor will be required to take entry passes to the restricted area of Cochin Port for all personnel laborers and vehicle. No claim whatsoever on this account will beentertained.

## **12.0 RETURNS ANDDRAWINGS**

All reports, statement, returns, diagrams, photographs or Drawings, etc. which the contractor is required to submit to the Engineer are unless otherwise directed, to be furnished in the triplicate.

## **13.0 POSSESSION PRIOR TOCOMPLETION**

The Engineer shall have the right to take possession of or use any completed or partially completed Work or part of the Work. Such possession or use shall not deem to be acceptance of any Work completion in accordance with the Contract Agreement. If such, prior possession or use by the Engineer delays the progress of Work, on equitable adjustment in the time of completion will be made and the Contract Agreement shall be deemed to be modified accordingly.

## **14 COMPLETIONDOCUMENTS**

For the purpose of provision of Clause No.10 [*Contract Price and Payment*] of the General Conditions of Contract, to treat that the Work has been completed and issue a Final Payment Certificate, the following documents will be deemed to form the completion documents:

- i) The Technical documents according to which the Work was carried out.

## **15.0 DISPUTE IN MODE OF MEASUREMENT**

In case of any dispute as to the mode of measurement not covered by the Contract to be adopted for any item of Work, mode or measurement as per relevant Indian Standard Specification (Latest revision), if any, shall be followed.

## **16.0 INCOME TAX**

Income tax on the bill amount of work done (excluding GST at the prevailing rates) shall be deducted from the Contractor's bill as per Section 194 C of the Income Tax Act or as applicable from time to time.

## **17 DEPLOYMENT OF DREDGER AFTER ORIGINAL CONTRACT PERIOD**

Employer reserves the right to extend the dredging contract beyond original contract for a further period of upto 3 (three) months if required on the same rate, terms and conditions of the original agreement.

## **18. Employment of Relatives:**

The bidder shall enclose a certificate that "he/she is not related to any officer of the Dredging Corporation of India Limited or any other officer of the rank of

Contractor



Under Secretary or above in the Ministry of Shipping, Government of India". The bidder shall also furnish a declaration along with his tender enclosing the names of the relatives who are employed in DCI.

**19. Right of First Refusal**

The Indian Company owning Indian Flag dredgers shall have the First Right of Refusal if the rate is within 10% of the lowest valid offer. If more than one company owning Indian Flag dredger participants in the tender, the right of first refusal will go to that Indian Company which has quoted the lowest rate and is within 10% of the lowest offer, if the lowest price is matched.

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.

\*\*\*\*\*

SECTION - VISAMPLE FORMS

## TABLE OF FORMS

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SECTION – VI

SAMPLE FORMS

Notes on the Sample Forms

The Bidder shall complete and submit with its Techno-Commercial bid (Cover-A) the Bid Form.

The Price Schedules shall be submitted only along with the Price Bid (Cover-B).

The Proforma for Bank Guarantee for Earnest Money Deposit duly filled in should be submitted along with the Techno-Commercial Bid.

The Contract Form, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections, acceptable deviations etc.

The Performance Security form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the DCI.

The Qualification Requirements form should specify, for example, requirement for a minimum level of experience in providing services in a similar type of activity for which the Invitation for Bids is issued.

The Details of the Dredgers/craftsproposed for deployment duly filled in should be submitted along with the Techno-Commercial Bid.

Vender Registration Form (Pan No. , GST No. & Bank details etc.

Integrity Fact.(As per Proforma)

1. Bid Form

Date: \_\_\_\_\_

To:

The Dredging Corporation of India Limited,  
Main Road, H.B.Colony,  
Seethammadhara,  
Visakhapatnam - 530 013.

Gentlemen:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of services]* in conformity with the said bidding documents for the sum or such other sums as may be ascertained in accordance with the Schedule of Prices submitted separately as a Price Bid and made part of this Bid.

We undertake, if our Bid is accepted, to provide the services in accordance with the schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as specified in the bidding documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

Contractor

2. PRICE SCHEDULE

PREAMBLE TO PRICE BID

1. The items given in the Bill of Quantities are for Sub- Contracting part of the work “Dredging for maintenance of channels and basins at Cochin port for the year 2020-21” Cochin port, Cochin.
2. The payment would be made for relevant items of Bill of Quantities as detailed in Payment Clause.
3. No other charges, other than those specified in the tender conditions shall be payable.
4. The rates to be quoted should be inclusive of Fuel, Lube oil, men and material, watch keeping, repair cost, spares cost, idle time charges, all taxes but excluding GST.

**BILL OF QUANTITIES**

Name of the work: Sub-Contracting part of the work "Dredging for maintenance of channels and basins at Cochin port for the year 2020-21" at Cochin port, Cochin.

| Item No. | Description of Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Quantity | Unit     | Amount in figures (in Rupees) | Amount in words (in Rupees) |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-------------------------------|-----------------------------|
| (1)      | (2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | (3)      | (4)      | (5)                           | (6)                         |
| 1.       | Dredging for maintenance of Cochin Portchannels viz. Outer channel(CH:00 to CH:13150),Entrance channel from 0.00 chainage to the endof ICTT basin (Entrance Channel), LNG basin,ICTT basin and inner channels and basins(Ernakulam channel &Mattancherry channeland berth frontage etc) to the required widths and depths by deploying TrailingSuction Hopper Dredger [TSHD] with a hopper capacity not less than 7,000 cum andas per Drawing No. 9754-01-2018 dated15-11-2018, Drawing No. 9754-02-2018 dated15-11-2018 and disposing/dumping the dredgedmaterial evenly in the locations specified in the attached Drawing No. 9754-03-2018 dated15-11-2018 including cost of allplants, labour, material, fuel etc complete as per detailed technical specifications, General Conditions of the contract, SpecialConditions of Contract, etc and directions of the DCI / Engineer incharge, for maximum 9 (Nine) months. (excluding GST asapplicable) | one      | Lump sum |                               |                             |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |          |                               |                             |

Signature of Bidder

Contractor

3. BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.

Date

To  
The Dredging Corporation of India,  
Main Road, H.B.Colony,  
Seethammadhara,  
Visakhapatnam - 530 013.

WHERE AS ..... (hereinafter) called "the Tenderer" has submitted its tender dated .....for the execution of (name of work).....(hereinafter called "the Tender") in favour of DREDGING CORPORATION OF INDIA LIMITED, Dredge House, Port Area, Visakhapatnam - 530 013 hereinafter called the "CORPORATION".

KNOW ALL MEN by these presents that we, (Bankers full address)

(Hereinafter called "the Bank" is bound unto the Corporation for the sum of Rs...../- (Rupees .....only) for which payment will and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents:

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Tender
  - (a) during the period of Tender validity specified in the Tender,
  - or
  - (b) having been notified of the acceptance of his Tender by the Corporation during the period of Tender Validity.
2. Fails or refuses to execute the Agreement, if required or
3. Commence the work as per the Letter of Intent or Word Order

We undertake to pay to the Corporation up-to the above amount upon receipt of his first written demand, without the Corporation having to substantiate his demand, provided

Contractor

that in his demand the Corporation will note that the amount claimed by him is due to him owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs...../- (Rupees .....only) and will remain in force upto 90 days from the date of opening of Second Cover / Finance Bid, and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated.....day of .....2020

For

.....

(Indicate Name of the Bank)



4. FORM OF CONTRACT AGREEMENT

This agreement made this \_\_\_\_\_day of \_\_\_\_\_BETWEEN the  
..... , a body corporate under ..... having its registered office  
at ..... (Hereinafter called "the Employer", "which  
expression shall unless excluded by or repugnant to the context, be deemed to include  
their successors in office) of the One Part  
AND\_\_\_\_\_

(name and address of the CONTRACTOR if any individual and of all partners if a  
Partnership with all their addresses) (Hereinafter called the "CONTRACTOR" which  
expression shall unless excluded by or repugnant to the context, be deemed to include  
his/their heirs, executors, administrators, representatives and assigns or successors in  
office) of the Other Part.

WHEREAS the "Employer" is desirous of \_\_\_\_\_

\_\_\_\_\_and the Contractor has offered to

\_\_\_\_\_  
\_\_\_\_\_

AND WHEREAS the CONTRACTOR has deposited a sum of Rs.\_\_\_\_\_as  
Performance Security in the form of \_\_\_\_\_for the due fulfillment of all  
the Conditions of the Contract:

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this agreement viz:
  - The Contract Agreement
  - The Letter of Acceptance
  - The Tender submitted by the Contractor
  - Instructions to Tenderer
  - Conditions of Contract

Contractor

- Specification for the Works
  - Price Bid
  - Correspondence exchanged before the issue of letter of acceptance by which the Conditions of Contract are amended, varied or modified in any way by mutual consent (to be enumerated).
3. That the Contractor hereby covenants with the Employer to complete the Contract in conformity, with the provisions of the Contract in all respects.
  4. That the Employer hereby covenants to pay the Contractor in consideration of such completion of the Contract, the "Contract Price" of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereunto have set their hands and seals the day and year first above written.

Signed and sealed by:

CONTRACTOR

Signature :

Signature:

Name :

Name :

Designation :

Designation

Seal :

Seal :

In the presence of

Witness

a) Signature

Signature

Name & Address:

Name & Address:

Contractor

5. FORM OF BANK GUARANTEE BOND  
(IN LIEU OF PERFORMANCE SECURITY)

Bank Guarantee No.

Date

To

Dredging Corporation of India Limited

.....  
.....

In consideration of Dredging Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Core No.-2, First Floor, SCOPE MINAR, Plot No. 2A & 2B, Laxmi Nagar District Center, DELHI - 110 091, India (herein after called the "DCI") having agreed to exempt M/s ..... having its Registered Office at .....(herein after called the said "Contractor" from the demand under the terms and conditions of an Agreement / Contract / Work Order dated .....made between DCI and Contractor for .....(herein after called the said "Agreement"), of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for .....

..... only), we .....(Hereinafter referred (indicate the name of the Bank) to as "the Bank" at the request of M/s..... (Contractor) do hereby undertake to pay to the DCI an amount not exceeding .....against any loss or damage caused to or suffered or would be caused to or suffered by the DCI by reason of any breach of the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We, .....

(Indicate the name of Bank)

do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand and without reference to the Contractor from the DCI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DCI by reason of breach by the said Contractor of any of

Contractor

the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .....(say) ..... only).

3. We undertake to pay to the DCI any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We ..... further  
(Indicate name of the Bank)

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 DCI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge this guarantee. Unless a demand or claim in writing under this guarantee has been received by us on ....., we shall be discharged from all liability under this guarantee thereafter.

5. We, ..... further agree  
(Indicate name of the Bank)

that the DCI 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 from time to time or to postpone for any time or from time to time any of the powers exercisable by the DCI against the said Contractor 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

Contractor or for any forbearance, act or omission on the part of the DCI or any indulgence by the DCI to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

7. We, ..... lastly undertake not to  
(Indicate name of the Bank)

revoke this guarantee during its currency except with the previous consent of the DCI in writing.

8. This guarantee will remain in force until ..... All claims under this guarantee must be made in writing and dispatched to us by Registered Post, Hand Delivery or by Courier against acknowledgment. Notwithstanding what is stated above, our liability under this guarantee will be limited to .....(..... Only).

Dated the .....day of .....2020.

Contractor

6. Qualification Requirements

(Referred to in Clause 11.2 of ITB)

A) Financial Qualification:

The bidder should furnish

- i) Audited balance sheet for the last three years as required under Clause 7.2.4 of ITB.

B) Technical Qualification:

The documentary evidence of bidder's technical competence should include a Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:

- Brief description of the work
- List of equipments deployed
- Contract amount
- Time limit for completion
- Whether the work has been completed within the time
- Whether any liquidated damages have been levied.

Details of the Dredger (s) proposed for Deployment

1. Name of the TSHD :
2. Name of the owner :
3. Builder's name and Address :
4. Year of built :
5. Main dimensions :
  - Length :
  - Breadth :
  - Depth :
  - Draft :
6. Make & Model of Engine :
7. Horse Power of Engine :
8. Particulars of registry of Dredger and year of registry. :
9. Average loaded speed in Knots(in case of TSHD) :
10. Maximum Loaded draft :
11. Registration Certificate :
12. Communication system held in operational condition on board. :
13. LSA(Life Saving Appliances)& FFA (Fire Fighting Appliances) :
14. Place where the Dredgers/crafts is presently available :

NOTE: (1) If the Tenderer is not the Owner, hire agreement/willingness of the Owner of the Dredgers/crafts should be submitted on stamp paper duly notarized along with Tender.

Contractor

SECTION - VII  
CHECK LIST FOR  
TECHNO-COMMERCIAL BID



SECTION – VII

CHECK LIST FOR TECHNO- COMMERCIAL BID

1. A Bid Form except the Price Schedule
2. A list of works tendered for and in hand/being executed as on the date of submission of tender.
3. A detailed list of vessels / equipment available with the tenderer and which are proposed for deployment for the work.
4. Details of TSHDs or any other kind of equipment/dredgers with suitable dredging methodology.
5. Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted consisting of
  - Audited balance sheet for the last three years;
  - Certificate from Employers for having successfully completed works of similar nature. The certificate should include the following information:
    - Brief description of the work
    - List of equipments deployed
    - Contract amount
    - Time limit for completion
    - Whether the work has been completed within the stipulated time.
    - Whether any liquidated damages have been levied.
6. Earnest money deposit in the form of
  - e- challan
  - Bank Guarantee
7. PAN Number
8. Registration with Provident Fund Authorities
9. Vender Registration Form
10. Integrity Pact: The Integrity Pact has been included to the subject Tender and is to be signed on Rs.100/- non-judicial stamp paper and submitted by the Bidders in 2 (Two) as per the Form 10. This Integrity Pact will form part of the Tender Document
11. Power of Attorney on stamp paper, in favour of the person authorized to sign the tender document.

Contractor

12. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
13. Information regarding any current litigation in which the tenderer is involved.
14. Copies of original certificates of registration etc. of the Dredgers/crafts proposed to be offered to DCI including copy of the existing insurance policy covering the Hull, crew and third party.
15. Copy of clear title of the ownership of the Dredgers/crafts. If the tenderer is not the owner of the Dredgers/crafts, necessary documents in support of the authorization granted by the owner of the Dredgers/crafts to the tenderer to offer and operate the Dredgers/crafts by the tenderer. (This authorization shall be executed on a stamp paper duly notarized).
16. The bidder shall have to give a Certificate as specified in Clause 27 of GCC.
17. Downloaded/ Purchased Tender Document duly signed on all the pages by tenderer.

\*\*\*\*\*

PROFORMA

Date:

To  
The HOD (Ops),  
Dredging Corporation of India Limited,  
Main Road, H.B.Colony,  
Seethammadhara,  
VISAKHAPATNAM- 530013.  
Mobile: 99498 25204.

Sir,

Sub: Sub-Contracting part of the work “Dredging for maintenance of channels and basins at Cochin port for the year 2020-21” at Cochin Port, Cochin - Reg.

A. With reference to your Tender No. DCI/HO/OPS/Kochi/Sub-Contract/2020 dated 26.06.2020 and as per Clause No.7.2.16 of Instructions to Bidders of Contract, we hereby certify that, we are not related to any Officer of Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India and also certify that we do not have any relatives employed in the Dredging Corporation of India Ltd.

‘or’

B. We hereby certified that my relative(s) working as Officer in Dredging Corporation of India Ltd., or any Officer of the rank of the Asst. Secretary or above in the Ministry of Shipping, Government of India are given below:

- 1.....
- 2.....
- 3.....
- 4.....

Thanking you,

Yours faithfully,

\*Strike out ‘A’ or ‘B’, whichever is not applicable.

Contractor

PROFORMA

Date:

To  
The HOD (Ops),  
Dredging Corporation of India Limited,  
Main Road, H.B.Colony,  
Seethammadhara,  
VISAKHAPATNAM- 530013.  
Mobile: 99498 25204.

Sir,

Sub: Sub-Contracting part of the work "Dredging for maintenance of channels and basins at Cochin port for the year 2020-21" at Cochin Port, Cochin - Reg.

- A. With reference to your Tender No.DCI/HO/OPS/Kochi/Sub-Contract /2020, dated 26.06.2020 and as per Clause No.7.2.17 of Instructions to Bidders of Contract, we hereby undertake that, we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and we have not committed any offence under the PC Act in connection with the bid.

and,

- B. As per Clause No. 7.2.18 of Instructions to Bidders of Contract, we hereby certified that we have nothing to disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

Thanking you,

Yours faithfully,

Contractor

PROFORMA

Date:

To  
The HOD (Ops),  
Dredging Corporation of India Limited,  
Main Road, H.B.Colony,  
Seethammadhara,  
VISAKHAPATNAM- 530013.  
Mobile: 99498 25204.

Sir,

Sub: Sub- Contracting part of the work "Dredging for maintenance of channels and basins at Cochin port for the year 2020-21" at Cochin Port, Cochin - Reg.

A. With reference to your Tender No.DCI/HO/OPS/Kochi/Sub-Contract /2020,dated: 26.06.2020 and as per Clause No.7.2.19 of Instructions to Bidders of Contract, we hereby certify that, we do not have any current litigation with any party/firms.

'or'

B. We hereby certified that presently we are having litigation with the following party/firms:

- 1.....
- 2.....
- 3.....
- 4.....

Thanking you,

Yours faithfully,

\*Strike out 'A' or 'B', whichever is not applicable.

Contractor

**8. VENDOR REGISTRATION FORM****1. Vender Details**

a) Name of the Vendor :

b) Address :

c) Place of Registration :

d) Principal place of business :

e) Email ID :

f) Contact No. :

**2. Taxation and Other Registration Details (Supporting copies need to be attached)**

a) PAN No. :

b) GSTIN :

c) Type of Vendor : Registered / Unregistered / Composite Dealer  
(Tick whichever is applicable)**3. Bank Details (Copy of cancelled cheque needs to be attached)**

a) Bank Name, Branch &amp; City :

b) Bank Account Number :

c) IFSC :

Contractor

## 9. INTEGRITY PACT (FORM 10)

### INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT

1. As per GCC Clause 29 of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
2. Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
  - 2.1 The non-judicial stamp papers are to be purchased on the name of the Bidder or EMPLOYER and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:  
 "This stamp paper is an integral part of the Integrity Pact executed by us for \_\_\_\_\_ [*Insert the name of the package*] Package and Specification Number [*Insert Specification Number: package*]" **[Sample is given overleaf]**
  - 2.2 In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:  
 "The Integrity Pact executed by us for [*Insert the name of the package*] Package and Specification Number [*Insert Specification Number of the package*] is enclosed herewith" **[Sample is given overleaf]**
3. Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
4. All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
5. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.
6. The Bidder shall not change the contents of the Integrity Pact.
7. Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

Note: The word EMPLOYER has been used in place of PIA short name. The same may be changed accordingly.

(These are instructions for execution and does not form part of the Integrity Pact)

Contractor

*Rs. 100/- Non-judicial Stamp paper*  
**INTEGRITY PACT**

**Between**

**Dredging Corporation of India Limited (DCIL) hereinafter referred to as "The Principal",**

**And**

( \_\_\_\_\_ )  
**hereinafter referred to as "The Bidder/Contractor"**

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract(s) for the tender No. DCI/HO/OPS/Kochi/Sub-Contract/2020, dated 26.06.2020. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section I - Commitments of the Principal:**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or other benefit which he/she is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and fairness. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all know prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s) / Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and

Contractor



during the contract execution:

- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the execution of the contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or passion to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of Foreign Principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the India Agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as Annexed and marked as Annexure.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3: Disqualification from tender process and exclusion from future contracts:**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section - 2, above or in any other form such as to put his reliability or credibility in question, the

Contractor

Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender processor take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" will be followed.

**Section 4:- Compensation for Damages.**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid security.
2. If the Principal has terminated the contract according to Section-3, the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5: Previous Transgression.**

1. The Bidder shall declares that no previous transgressions occurred in the last three with any other company in any country confirming to the anti corruption approach or with any Public Sector Undertakings / Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

**Section 6: Equal treatment to all Bidders/Contractors/Subcontractors.**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment inconformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.
3. The principal will disqualify from the tender process all bidders who does not sign this Pact or violate its provisions.

**Section 7: Criminal charges against violation Bidder(s)/Contractor(s).**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer (CVO).

**Section 8: Independent External Monitor(s).**

1. The Principal appoints competent and credible Independent External

Monitors (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, DCIL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all the project documents of the principal including that provided by the Contractor. The Contractor 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 is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties Offer to the Monitor the option to parties in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, DCIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Proposals for correcting problematic situations.
7. The Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the DCIL Board.
8. If the Monitor has reported to the Chairman, DCIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman, DCIL has not, within the reasonable time taken visible action to proceed against such offence or report it to the Chief Vigilance Officer, the Monitor may also transmit this information

directly to the Central Vigilance Commissioner.

- 9. The word 'Monitor' would include both singular and plural.

**Section 9: Pact Duration**

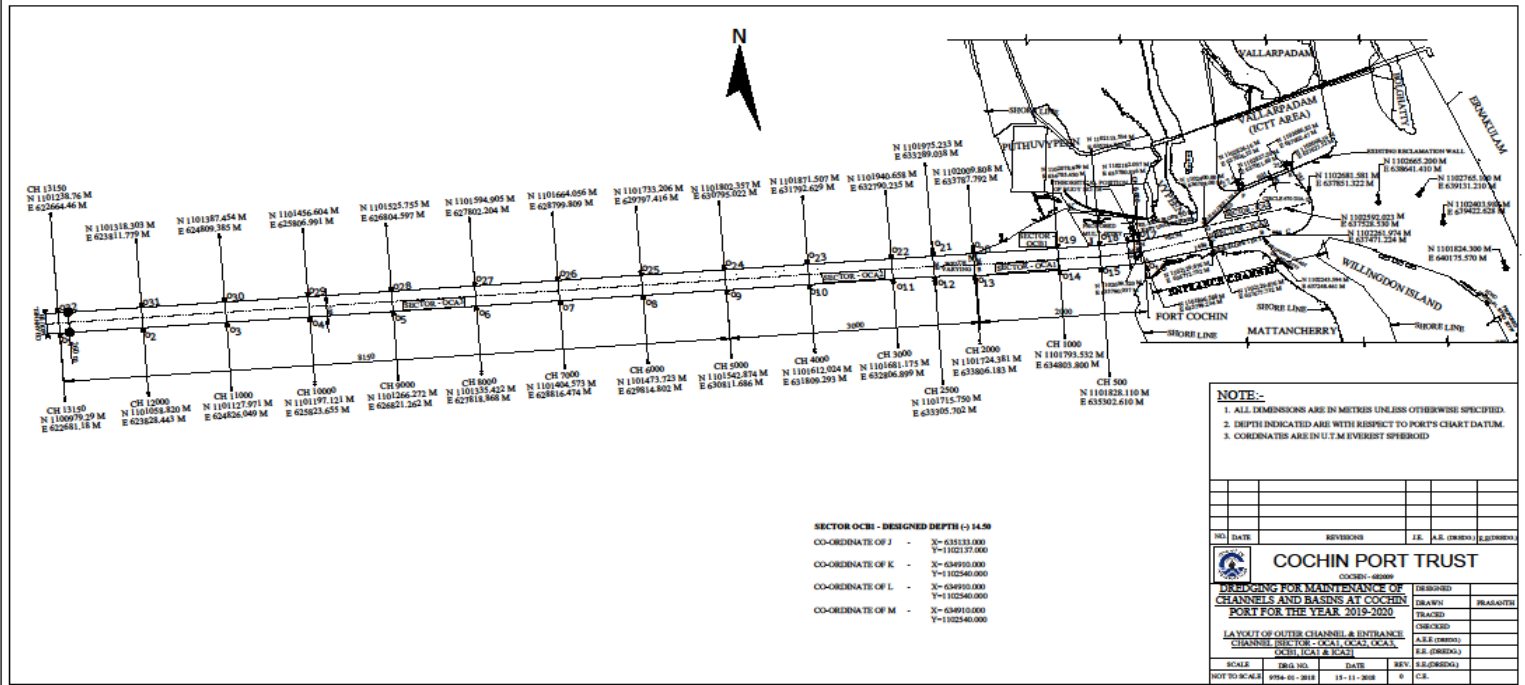
- 1. This Pact begins when both parties have legally signed it. It expires for the Contractor 08 Months after the last payment under the contract, and for all other Bidders 08 months after the contract has been awarded.
- 2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged /determined by the Chairman of DCIL.

**Section 10: Other provisions.**

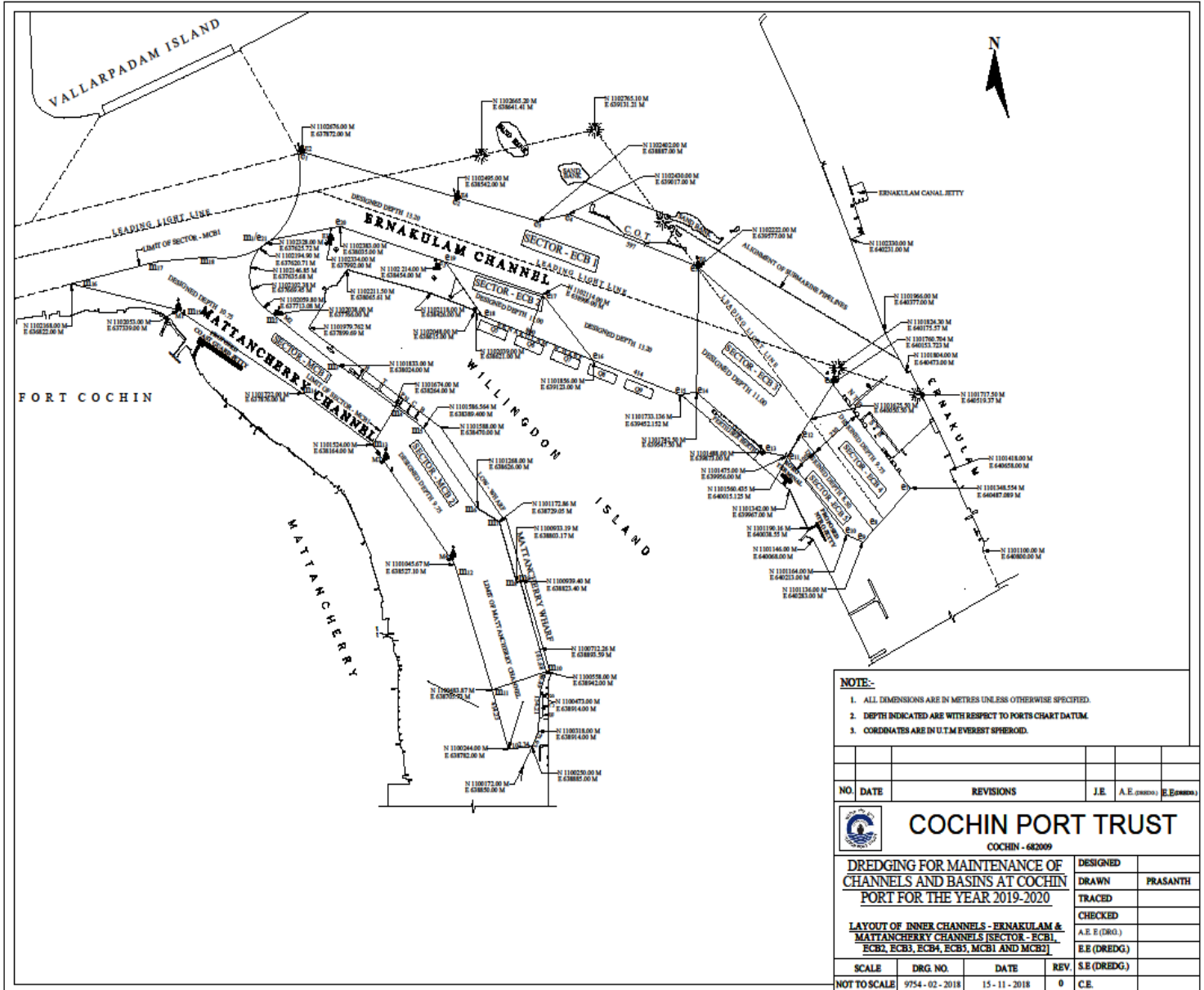
- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. Issues like warranty/Guarantee etc. shall be outside the purview of Monitors
- 6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

|                                                                                                                             |                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>_____</p> <p>(For &amp; On behalf of Principal)</p><br><p>(Office Seal)</p><br><p>Place: _____</p><br><p>Date: _____</p> | <p>_____</p> <p>(For &amp; On behalf of Bidder/Contractor)</p><br><p>(Office Seal)</p><br><p>Witness 1 : _____</p> <p>(Name &amp; Address)</p> <p>_____</p> <p>_____</p><br><p>Witness 2 : _____</p> <p>(Name &amp; Address)</p> <p>_____</p> <p>_____</p> |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Contractor




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**NOTE:-**

1. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.
2. DEPTH INDICATED ARE WITH RESPECT TO PORTS CHART DATUM.
3. COORDINATES ARE IN U.T.M EVEREST SPHEROID.

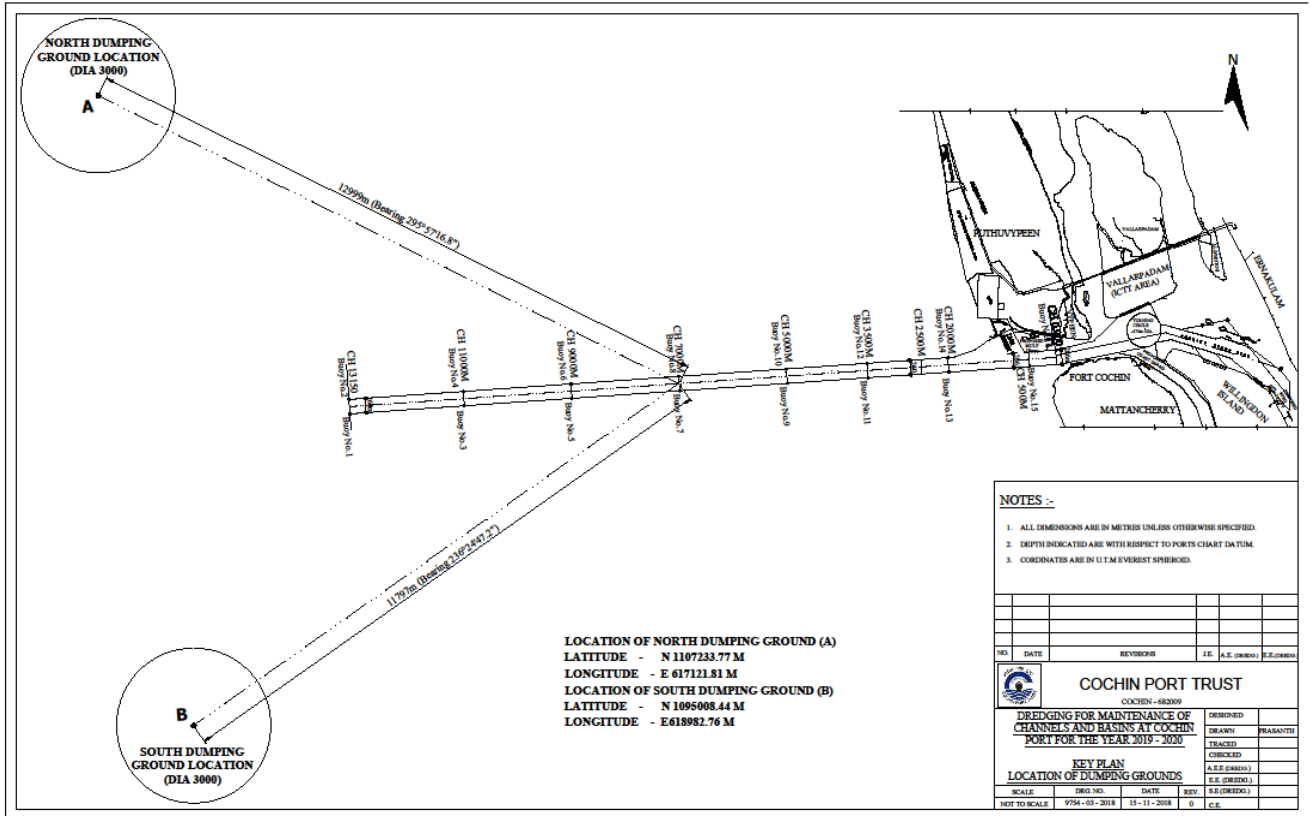
| NO. | DATE | REVISIONS | J.E. | A.E. (checked) | E. (checked) |
|-----|------|-----------|------|----------------|--------------|
|     |      |           |      |                |              |


**COCHIN PORT TRUST**  
 COCHIN - 682009

| DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR THE YEAR 2019-2020 |  | DESIGNED |
|---------------------------------------------------------------------------------------|--|----------|
| DRAWN                                                                                 |  | PRASANTH |
| TRACED                                                                                |  |          |
| CHECKED                                                                               |  |          |
| A.E. E. (DRG.)                                                                        |  |          |
| S.E. (DREDG.)                                                                         |  |          |

| SCALE        | DRG. NO.         | DATE           | REV. | S.E. (DREDG.) |
|--------------|------------------|----------------|------|---------------|
| NOT TO SCALE | 9754 - 02 - 2018 | 15 - 11 - 2018 | 0    | C.E.          |

Contractor



Contractor

