



**TENDER DOCUMENT**  
**NEW MANGALORE PORT AUTHORITY**  
**CIVIL ENGINEERING DEPARTMENT**

NIT No.CIVIL/CE(C)/EE(C)/14/2023-24

E-Tender ID 2023\_NMPT\_761748\_1

Tender for

"POST MONSOON MAINTENANCE DREDGING AT NEW MANGALORE  
PORT FOR THE YEARS 2023-24, 2024-25 & 2025-26 (3 YEARS)"

**THROUGH E-TENDERING MODE**

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Tender Amount	:	Rs. 126,70,79,004/-
E.M.D.	:	Rs. 1,61,31,540/- (Rupees One Crore SixtyOne Lakh ThirtyOne Thousand Five Hundred Fourty Only)
Tender Fee	:	Rs.1680/- (Including GST @ 12%)

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CIVIL ENGINEERING DEPARTMENT

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"POST MONSOON MAINTENANCE DREDGING AT NEW MANGALORE  
PORT FOR THE YEARS 2023-24, 2024-25 & 2025-26 (3 YEARS)"

Volume - I

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**NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT**

NIT No: CIVIL/CE(C)/EE(C)/14/2023-24-21 Date: 14-07-2023

**TENDER ID: 2023\_NMPT\_761748\_1**

(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 through <https://www.eprocure.gov.in/eprocure/app> of CPP portal from the reputed Contractor fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the work of "Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24, 2024-25 & 2025-26 (3 Years)".

Estimated Amount put to Tender	Rs. 126,70,79,004/-
Earnest Money Deposit (EMD)	Rs.1,61,31,540/- (Rupees One Crore SixtyOne Lakh ThirtyOne Thousand Five Hundred Fourty Only) EMD shall be in the form Bank Guaranty or paid by RTGS in favour of F.A. & C.A.O., NMPA.
Cost of Tender (Tender fee)	Rs.1,680/- (Rupees One Thousand Six Hundred Eighty Only including GST @12%)
Document download start date and time	14-07-2023 at 12.00 HRS
Last Date for Receiving Queries	20-07-2023 at 15.00 HRS
Pre-Bid Conference Time and venue	20-07-2023 at 15:00 hrs at New Mangalore Port Authority, Panambur, Mangalore-575 010.
Bid submission start date and time	27-07-2023 at 12.00 HRS
Bid submission closing date and time	03-08-2023 at 15.00 HRS
Date & time of opening of Cover - I : Technical Cover - II : Financial	04-08-2023 at 15.30 HRS Shall be communicated separately.
Completion period	120 (One Hundred Twenty ) Days
Validity of Tender	180 days from the closing date of online submission of e-tender.

Amendments to the tender (if any) will be issued only through web site. <http://www.newmangaloreport.gov.in> and <https://www.eprocure.gov.in/eprocure/app> of CPP Portal

-sd-  
Chief Engineer (Civil)

**NEW MANGALORE PORT AUTHORITY  
PANAMBUR, MANGALORE -575010**

NIT No: CIVIL/CE(C)/EE(C)/14/2023-24-21 Date: 14-07-2023

**TENDER ID: 2023\_NMPT\_761748\_1**

**SECTION I**

i) NOTICE INVITING TENDER

(Through E-Procurement only)

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore- 575010 through <https://www.eprocure.gov.in/eprocure/app> of CPP portal from the reputed Contractor fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the work of "Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24, 2024-25 & 2025-26 (3 Years)"

**The scope of work**

The Employer desires that Maintenance dredging of the outer approach channel, lagoon including new dock arm, in front of K.I.O. Berth (Extension lagoon), old dock arm (Eastern dock) and berth face dredging are to be carried out to achieve the desired depths. The area to be dredged will be divided into four zones as shown in the enclosed chart i.e. Outer Approach Channel of length 7500 meters into three zones, Zone - I to Zone - III each 2500 meters out of which zone - I may extend beyond 7500m towards sea which depends upon the shift of the (-) 15.40 mCD. Contour. These areas are to be dredged from existing level to a depth upto(-) 15.40 m.CD. The lagoon including new oil dock arm and also in front of one berth in western dock arm (Berth No. 15) is as one Zone i.e. Zone IV, and this area is to be dredged from existing level to a depth up to (-) 15.10 mC.D. in front of K.I.O. Berth, area to be dredged from existing level to a depth upto (-) 14.00 mC.D. In the old dock arm (eastern dock) the area to be dredged from the existing level to the depth as required by the Engineer at the time of execution. The material dredged shall be transported and dumped at the dumping ground in the sea where depth of water is about (-) 20 m contour. The location of the dumping ground is shown in the location/layout drawing. Dredging limits of the area are also marked in the same drawing. The work is to be carried out without causing any obstruction or interference with the normal traffic in the Harbour.

The berth face dredging may be carried out through Grab/ bucket/ WID/CSD of any suitable dredger for which separate item in the BoQ is available. The quoted rates deemed to be inclusive of mobilization and de-mobilization of the dredgers/equipment's for satisfactory completion of work.

**Minimum Eligibility Criteria:**

- i. The Average annual turnover during the last three financial years viz., 2019-20, 2020-21 and 2021-22 shall be at least **Rs. 12.70** Crore.
- ii. Bidder shall have experience of having successfully completed Maintenance or



Capital Dredging work/s for Govt. Organizations / Ports, during last 7 (seven) years, ending last day of month previous to the one in which applications are invited shall be either of the following:-

a) Three completed works each costing not less than Rs. 16.90 Crore.

or

b) Two completed works each costing not less than Rs. 21.15 Crore.

or

c) One completed work costing not less than Rs. 33.80 Crore.

iii. The Contractor shall have to deploy trailer suction hopper dredger (TSHD) of hopper capacity not less than 6,000 Cum.

**Note:-**

- Completed portions of the ongoing works till the end of the previous financial year for which payments have already been made will be considered for fulfillment of experience and financial criteria above on submission of certificate of satisfactory completion from the contracting agency.
- With regards to equipment, absolute ownership, deponent ownership, time charter, and bare boat charter will be considered. However, in case of chartering the dredger, an "Irrevocable letter of Authority" from the owner will have to be produced by the bidder to the effect that the dredger so chartered shall not be withdrawn till completion of the work.
- The Bidder should be owning /confirmed charter agreement for possessing a single Trailor Suction Hopper Dredger (TSHD) with a hopper capacity not less than 6,000 Cum.
- Documentary evidence of ownership/confirm charter agreement for possessing of a single TSHD with hopper capacity not less than 6,000 Cum shall be furnished along with a detailed list of floating crafts, Survey Launch, suitable dredger to dredge at Berth face and other equipment, instruments etc. in Annexure – D Table -1(3).
- Certificate of Registry for the dredger and other accessories including equipment for berth face dredging proposed for deployment of work
- Document of reference from the clients regarding satisfactory completion of the work.
- The TSH Dredger to be deployed shall be suitable to comply On-line dredging Monitoring system
- The dredger shall possess all valid vessel related certificate / documents, insurance coverage, P&I including wreck removal and pollution mitigation throughout the dredger's stay at NMPA. Vessel certificate shall be verified from time to time as per Port Entry regulations 2012.

**“The owner of the dredger shall undertake to ensure that the dredger certificates, Insurance and P&I remains valid throughout the dredgers stay at NMPA”**

Pertinent information is given in the following table:

i)	Estimated Amount put to Tender	Rs 126,70,79,004/-
ii)	Earnest Money Deposit (EMD)	Rs. 161,31,540/- (Rupees One Crore SixtyOne Lakh ThirtyOne Thousand Five Hundred Fourty Only) EMD shall be in the form Bank Guaranty or paid by RTGS in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.
iii)	Cost of Tender (Tender fee)	Rs.1,680/- (Rupees One Thousand Six Hundred Eighty Only) Payment of Tender fee by NEFT in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of Exemption of Tender fee to Microand small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.
iv)	Document download start	14-07-2023at 12.00 HRS

	date and time	
v)	Seek clarification end date and time	20-07-2023 at 15.00 HRS
vi)	Pre-Bid Conference Time and venue	20-07-2023 at 15:00 hrs at New Mangalore Port Authority, Panambur, Mangalore-575 010.
vii)	Bid submission start date and time	27-07-2023 at 12.00 HRS
viii)	Bid submission closing date and time	03-08-2023 at 15.00 HRS
ix)	Date & time of opening of Cover - I : Technical Part - II : Financial	04-08-2023 at 15.30 HRS Shall be communicated separately.
x)	Completion period	120 (One Hundred Twenty ) Days
xi)	Validity of Tender	180 days from the date of closing of online submission of e-tender.

Tenderer shall have to pay the prescribed cost of tender i.e., Rs. 1680 (Rupees One Thousand Six Hundred Eighty Only) by NEFT in favour of F.A. & C.A.O., NMPA. NMPA Bank Details.

1. Name of the Bank: State Bank of India, Panambur, Mangalore - 575 010.
2. Bank A/C No. 10205649448
3. IFSC Code: SBIN0002249
4. MICR Code: 575002011

Contact Nos. 0824-2887306 and 0824-2407149

Email id: chiefengineer@nmpt.gov.in

Amendments / further information etc. pertaining to the tender, if any shall be uploaded only on websites <https://www.eprocure.gov.in/eprocure/app> of CPP portal, may have to be referred by the prospective Tenderer from time to time.

-sd-  
Chief Engineer (Civil)

**NEW MANGALORE PORT AUTHORITY  
PANAMBUR, MANGALORE -575010**

NIT No: CIVIL/CE(C)/EE(C)/14/2023-24-21 Date: 14-07-2023

**TENDER ID: 2023\_NMPT\_761748\_1**

ii) INSTRUCTIONS TO TENDERERS

**1. Instructions for E-Tendering**

1. Special instructions to the bidders for the e-submission of the bids online through this e-procurement portal

This is an e-procurement event of NMPA. The e-procurement service provider is <https://www.eprocure.gov.in/eprocure/app> of CPP portal. You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender.

1. Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender

document. Bidder should take into account of the corrigendum published before submitting the bids online on the portal or on [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in) Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.

9. Bidder should arrange for the EMD and tender fee as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the specified date and time.
10. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
11. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
16. At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
17. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary

will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

18. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
20. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22. Tender form Fee and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily.
23. The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
24. The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

## **2. Cover Details**

Tender document, including quoted bid price have to be submitted online only through <https://www.eprocure.gov.in/eprocure/app> before deadline for online submission of bid.

The Tender shall be submitted in two covers

Cover I – Techno Commercial bid.

Cover II- Price Bid

Cover I – Techno Commercial bid: The following details pertaining to Techno Commercial Bid shall be uploaded online.

Techno Commercial bid: Shall contain all the documents. Technical bid should not contain Price Bid. "Disclosure/indication of Price in the Techno Commercial Bid shall render the tender disqualified and rejected.

- a) The first cover shall contain volume I duly filled in, and drawing set along with addendum if any initialed on each page with company's seal, and accompaniments as under.

- b) RTGS payment details or Bank Guarantee for Earnest Money Deposit for Rs. 1,61,31,540/- (Rupees One Crore SixtyOne Lakh ThirtyOne Thousand Five Hundred Fourty Only) as per (vide Annexure A). Original Bank Guarantee to be submitted by post or by hand so as to reach the Executive Engineer (Civil) within 7 days after the closing date for submission of online e-tender). NEFT details towards the Tender fee for Rs1,680/- (Rupees One Thousand Six Hundred Eighty Only including GST at 12%)
- c) Power of Attorney (in original) in favour of signatory/s to the Bidder, duly authenticated by Notary Public.(vide Annexure 2 ) Original Power of Attorney to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender).
- d) Letter of Submission- Covering letter
- e) Organization Details (vide Annexure 3)
- f) Details of "Minimum eligibility criteria" as per Clause 12 of "Instruction to Tenderers and certificates (work order along with Client Certificates / work completion certificates or any other documentary evidences with respect to the eligibility work) of condition of contract. The following specific instruction may be noted;
- i. Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified in Clause No. 12 for "Minimum eligibility".
  - ii. A separate sheet should be filled for each of the eligible assignments.
  - iii. The details are to be supplemented by documentary proof from the respective client for having carried out such assignment duly certified by clients or completion certificates and work orders etc.
  - iv. The works indicated in Annexure- 4 will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
- g) A statement duly certified by Chartered Accountant showing Average Financial turnover of the Bidder over the last three financial years ( 2019-20, 2020-21 and 2021-22) (vide Annexure-5).  
The financial capacity of bidders would be evaluated considering the works in hand at NMPA on the due date of submission of bid. The port would deduct the turnover required for execution of work in hand at NMPA from the average financial turnover of the bidder. The remaining net financial turnover of the bidder will be considered for eligibility criteria. Concurrent commitments of the bidder shall be separately given with the details indicated at Table 1 (2) enclosed as Annexure D to the bid.
- h) A description of the facilities in sufficient detail and clarify to enable the EMPLOYER to make an evaluation and comparison of the Bid.

- (i) List of major marine equipment proposed to be deployed for this work. The Bidder shall provide complete details such as dimensions, capacity of Dredgers, other floating crafts and equipment if any etc. trade name, year built Registration particulars etc.
  - (ii) Description of Bidder's work experience in the past on projects of similar nature with the details given in Table 1 (1) enclosed as Annexure D to the bid. This will include design, planning and large dredging works in the last seven years. Concurrent commitments of the bidder shall be separately given with the details indicated at Table 1 (2) enclosed as Annexure D to the bid.
- i) Bidder shall furnish a list of the supervisory personnel he intends to deploy with their Bio-data and proposed methodology for execution of the work i.e., design, planning, dredging with disposal of spoil, quantity surveying instruments and its accuracy and progress of work etc. so as to ensure maintenance of dredged levels till defect liability period of taking over of the work as applicable at respective locations as stipulated in the specification attached to this Bid Document.
  - j) If necessary, the Contractor should mobilize additional resources like dredgers, equipment etc. at his own cost for proper completion of work. Keeping the above in view and since time is the essence of contract, the Bidder shall indicate how he would execute the work within the time specified by submitting a description of equipment and work method to be employed and the limiting weather condition of the proposed equipment. The Bidder shall also include a description of all procedures of any special technique to be employed on setting up the Works.
  - k) An overall project schedule, including, deployment, using critical path method shall be furnished along with the bid. The Bidder shall indicate the project key-dates for all activities.
  - l) A declaration to the effect that (vide Annexure -8):-
    - i) All details regarding construction plant, temporary work and personnel for site organisation considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organisation will be available at the site till the completion of the respective work.
    - ii) No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
    - iii) We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
    - iv) We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the



Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor. The contractor shall execute indemnity bond in the prescribed format as per **Annexure - 13**

- v) We shall comply with all the Central State and Municipal Laws and Rules and we shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work
- vi) We undertake that, we are liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules
- vii) \*We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
- m) The bidder shall execute and upload Integrity Pact Agreement with NMPA as per the Integrity Pact Agreement **ANNEXURE-DI**. The Original Integrity Pact Agreement to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender)
- n) The bidder shall submit the application for security clearance as per prescribed **(Annexure E)**

Cover – II - PRICE BID (Bill of Quantities)

Price should be uploaded in e-portal only (website <https://www.eprocure.gov.in/eprocure/app> of CPP portal.) Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

For evaluation purpose the uploaded offer documents will be treated as authentic and

final. No hard copy shall be submitted for reference purpose. The price bid submitted through e-portal mode only will be taken up for the purpose for evaluation.

### **3. Opening of bids**

- A. Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- B. Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by NMPA. Such bidder(s) will be intimated, the date of opening of Part II Price bid, through valid email confirmed by them

Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence most competitive prices may be quoted while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the work may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instructions / guidelines shall be taken. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

### **4. Evaluation process:**

A proposal shall be considered responsive if –

- a. It is received by the proposed Due Date and Time.
- b. It is Digitally Signed.
- c. It contains the information and documents as required in the Tender Document.
- d. It contains information in formats specified in the Tender Document.
- e. It mentions the validity period as set out in the document.
- f. It provides the information in reasonable detail. The Port Authority reserves the right to determine whether the information has been provided in reasonable detail.
- g. There are no significant inconsistencies between the proposal and the supporting documents.
- h. The Technical qualification conforms to as specified in the qualification criteria.
- i. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
- j. The Port Authority reserves the right to reject any tender which in its opinion is non-

- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Authority in respect of such Tenders.
- k. The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
  - l. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenderers only will be opened and EMD will be returned to the unsuccessful tenderers
  - m. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time
  - n. The cost of stamping Agreement must be borne by the successful Tenderer
  - o. The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

## **2. Instructions To Tenderers (General)**

### **1. Introduction:**

The Employer desires that Maintenance dredging of the outer approach channel, lagoon including new dock arm, in front of K.I.O. Berth (extension lagoon), old dock arm (Eastern dock) and berth face dredging are to be carried out to achieve the desired depths. The area to be dredged will be divided into four zones as shown in the enclosed chart i.e. Outer Approach Channel of width 245 meters and length 7500 meters into three zones, Zone - I to Zone - III each 2500 meters out of which zone - I it may extend beyond 7500m towards sea which depends upon the shift of the (-) 15.40 mCD. Contour. These areas are to be dredged from existing level to a depth upto (-) 15.40 mCD. The lagoon including new oil dock arm and also in western dock arm (Between Berth No. 15 & 16) is as one Zone i.e. Zone IV, and this area is to be dredged from existing level to a depth up to (-) 15.10 mCD. in front of K.I.O. Berth, area to be dredged from existing level to a depth upto (-) 14.00 mCD as required by the Engineer/Marine department at the time of execution. The material dredged shall be transported and dumped at the designated dumping ground in the sea where depth of water is not less than (-) 20 m contour. The location of the dumping ground is North West of the channel as shown in the location / layout drawing. Dredging limits of the area are also marked in the same drawing. The work is to be carried out without causing any obstruction or interference with the normal traffic in the Harbour.

The berth face dredger may be carried out through Grab/ bucket/ WID/CSD/Back Hoe can also be deployed. Or any suitable dredger for which separate item in the BoQ is available. The quoted rates deemed to be inclusive of mobilization and de-mobilization

of the dredgers/equipment's for satisfactory completion of work.

**2. Applicants:**

Contractors who wish to bid for the tender for the contract work should apply for the tender document. The successful bidder will be expected to complete the works by the intended completion date specified in the Contract document.

**3. Invitation for Bids:**

The online Invitation for Bids is open to all eligible bidders meeting the eligibility criteria. The bidders may submit bids for the works detailed in the NIT through e-tender mode only.

**4. Purchase of Tender Documents:**

Tender document can be downloaded from NMPA website [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in), <https://www.eprocure.gov.in/eprocure/app> of CPP portal

**5. One Bid per Bidder:**

Each bidder shall submit only one bid for one package. Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified

**6. Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs

**7. Site visit:**

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the work site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the Bidders' own expense.

**8. Content of Bidding Documents:**

Tender Document will consist of:

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Volume I

- i. Notice Inviting Tenders
  - ii. Instructions to Tenderers
  - iii. Annexure (A to D & 1 to 12)
  - iv. General Conditions of Contract
  - v. Technical Specifications
  - vi. Additional Conditions of Contract
  - vii. Appendix
-

	viii. Drawings	
Volume II	i.	Bill of Quantities
	ii.	Form of Tender

Any indication of "Quoted price" in the technical bid, shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted, upload the entire document on the e- portal only.

**9. Clarification of the Bidding Documents:**

The Tenderers are advised to examine the Tender Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the Tender Documents; these shall be referred to the Chief Engineer (Civil) in writing, so as to reach with in due date and time mentioned in NIT. It is to be noted that queries asked after due date will not be answered. Employer's clarifications shall be furnished in the CPP e-portal or shall be issued a corrigendum / addendum in the web site after closing date of online pre-bid meeting without identifying the source.

**10. Amendment of Bidding Documents:**

Any modification of the tender documents as a result of any ambiguity shall be shall be made exclusively through the issue of an Addendum. Any addendum thus issued shall be part of the tender documents and will be uploaded in CPP e-portal and Port website to all the bidders. Prospective bidders shall acknowledge receipt of each addendum to the Employer. Such addenda will be numbered and it shall be submitted by the Tenderers as part of Part I of their bid. The Addendum can also be downloaded from NMPA official website from 'Ongoing Project link'. The responsibility of downloading such addendum / amendment from NMPA website and CPP e-portal fully lies with the bidder

**11. Preparation of bids:**

All documents relating to the bid shall be in the English language.

**12. Minimum Eligibility Criteria:**

- i) The Average annual turnover during the last three financial years viz., 2019-20, 2020-21 and 2021-22 shall be at least Rs. 12.70Crore.
- ii) Bidder shall have experience of having successfully completed Maintenance or Capital Dredging work/s for Govt. Organizations / Ports, during last 7 (seven) years, ending last day of month previous to the one in which applications are invited shall be either of the following:-
  - a) Three completed works each costing not less than Rs. 16.90 Crore.
  - or
  - b) Two completed works each costing not less than Rs. 21.150 Crore.

or

c) One completed work costing not less than Rs. 33.80 Crore.

iii) The Contractor shall have deploy trailing suction hopper dredger of hopper capacity not less than 6,000 Cum.

**Note:-**

- Completed portions of the ongoing works till the end of the previous financial year for which payments have already been made will be considered for fulfillment of experience and financial criteria above on submission of certificate of satisfactory completion from the contracting agency.
- With regards to equipment, absolute ownership, disponent ownership, time charter, and bare boat charter will be considered. However, in case of chartering the dredger, an "Irrevocable letter of Authority" from the owner will have to be produced by the bidder to the effect that the dredger so chartered shall not be withdrawn till completion of the work.
- The Bidder should be owning/confirmed charter agreement for possessing a single Traylor Suction Hopper Dredger (TSHD) with a hopper capacity not less than 6,000 Cum.
- The efficiency suction hopper dredger, Trailing Suction Hopper Dredgers(TSHDS).
  - a. It should be fitted with twin screw with bow thrusters.
  - b. The load and draft indicator, to be inspected and certified by classification Society being a member of IACS. The certificate issue date should be within a years' period of the certificate to be renewed annually.
  - c. It should have efficient Dredge position control monitoring system consisting of DGPS, necessary software of capable of being loaded with survey data like Hypack or similar software.
  - d. It should have efficient dehooping / dewatering system
  - e. It should have preferably 2 suction pipes capable of dredging to a depth equal to the design depth plus 4 mtrs.
  - f. It should have the capability to produce jet pressure of 6 bars for maintenance dredging and 10 bars for capital dredging projects.
  - g. It should have the capability to maintain an average speed of 8 knots.
  - h. The dredger shall possess all valid vessel related certificate / documents, insurance coverage, P&I including wreck removal and pollution mitigation throughout the dredger's stay at NMPA. Vessel certificate shall be verified from time to time as per Port Entry regulations 2012.

**"The owner of the dredger shall undertake to ensure that the dredger certificates, Insurance and P&I remains valid throughout the dredgers stay at NMPA"**

- Documentary evidence of ownership/confirm charter agreement for possessing of a single TSHD with hopper capacity not less than 6,000 Cum shall be furnished along with a detailed list of floating crafts, Survey Launch, suitable dredger to dredge at Berth face and other equipment, instruments etc. in Table -1(3) enclosed as Annexure D III to the bid.
- Certificate of Registry for the dredger and other accessories including equipment for berth face dredging proposed for deployment of work
- Document of reference from the clients regarding satisfactory completion of the work.
- Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
  - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,
  - On account of currency of debarment by any Government agency
  - The Contractors, whose contracts have been terminated, by the New Mangalore Port, for any of the following reasons, shall be treated as non-responsive and liable for rejection.
    1. Poor performance by the Contractor
    2. Breach of contract by the Contractor
    3. Non completion of work by the Contractor, as per tender condition
    4. Stoppage of work, which has not been authorized by the Port.

### **13. Bid Prices:**

The contract shall be for the whole works as described in based on the priced Bill of Quantities submitted through e-portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through e-portal. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

The Bidders shall note that the Form of Tender annexed in Volume-I is for their information. The amount tendered for shall not repeat and not to be indicated in this form in Volume - I submission.

The offer shall include planning, mobilization and demobilization of Trailer suction Dredgers/ Suitable machinery for removing the siltation in front berth including all items/materials, labour, tools, fabrication, transportation, insurance, taxes, duties, consumables, overhead, profit etc. necessary for execution of dredging as described in

the Bid Document except GST.

**14. Currencies of Bid and Payment:**

The unit rates and the prices shall be quoted by the bidder entirely in Indian National Rupees (INR).

**15. Bid Validity:**

Bids shall remain valid for a period not less than one hundred Eighty days (180 days) after the last date for online bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the form of Bank Guarantee

**16. Bid Security / EMD:**

The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque or in the form of ir-recoverable Bank Guarantee issued by a Nationalised Bank or a Scheduled Bank in India having a branch in Mangalore, acceptable by NMPA and encashable at Mangalore. The BG shall be issued in favor of New Mangalore Port Authority in the Format at Annexure-A. The BG shall be valid for 30 days beyond the validity of the bid. (The validity of the bid is 180 days from the Bid submission Due date). The Bank Guarantee submitted towards EMD shall be verified by the port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified. The EMD may also be paid by RTGS in favour of Financial Adviser & Chief Accounts Officer, New Mangalore Port Authority, Mangalore NMPA Bank Details.

1. Name of the Bank: State Bank of India, Panambur, Mangalore - 10.
2. Bank A/C No. 10205649448
3. IFSC Code: SBIN0002249
4. MICR Code: 575002011

The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.

The Techno Commercial Bid shall be accompanied by the RTGS deposit details or Scanned copy of Bank Guarantee towards Earnest Money Deposit Rs. 16131540/- (Rupees One Crore SixtyOne Lakh ThirtyOne Thousand Five Hundred Fourty Only) as



stipulated in the tender. Any bid not accompanied by an acceptable Bid Security shall be treated as Non-responsive and shall be rejected by the Employer. The Bid Security / EMD of unsuccessful bidder will be discharged within one month of finalization of bid. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security. Bid Security / EMD will be forfeited in the following cases:

- (a) If a Bidder withdraws his Tender during the period of Bid validity.
- (b) The Bidder does not accept the correction of the Bid Price pursuant to clause 27.
- (c) In case of a successful Bidder fails
  - i. to commence the work, apart forfeiture of other claims
  - ii. within the specified time limit to sign the Agreement or furnish the required Performance Security
  - iii. In the event of forfeiting the Bid security / EMD, GST at applicable rates shall be collected from the Party.

#### **17. No Alternative Proposals by Bidders:**

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

#### **18. Format and Signing of Bid:**

The Bid shall be in online mode. The Bid shall contain no alterations or additions, except those comply with instructions issued by the Employer

#### **19. Bid Submission:**

Tender document, including quoted bid price have to be submitted online only through e-portal before deadline for online submission of bid.

The Tender shall be submitted in covers

Cover I – Techno Commercial bid.

Cover II- Price Bid

Cover I – Techno Commercial bid :The following details pertaining to Techno Commercial Bid shall be uploaded online.

**Techno Commercial bid:** Shall contain all the documents as per Annexures excluding price bid. "Disclosure/indication of Price in the Techno Commercial Bid shall render the tender disqualified and rejected.

- a) The first cover shall contain volume I duly filled in, and drawing set along with addendum if any initialed on each page with company's seal, and accompaniments as under.
- b) RTGS payment details or Bank Guarantee for Earnest Money Deposit for Rs. 16131540/- (Rupees One Crore SixtyOne Lakh ThirtyOne Thousand Five Hundred Fourty Only) as per (vide Annexure A). Original Bank Guarantee to be submitted by

- post or by hand so as to reach the Executive Engineer (Civil) within 7 days after the closing date for submission of online e-tender). NEFT details towards the Tender fee for Rs1680 /- (Rupees One Thousand Six Hundred Eighty Only including GST at 12%)
- c) Power of Attorney (in original) in favour of signatory/s to the Bidder, duly authenticated by Notary Public.(vide Annexure 2 ) Original Power of Attorney to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender).
  - d) Letter of Submission- Covering letter
  - e) Organization Details (vide Annexure 3)
  - f) Details of "Minimum eligibility criteria" as per Clause 12 of "Instruction to Tenderers and certificates (work order along with Client Certificates / work" completion certificates or any other documentary evidences with respect to the eligibility work) of condition of contract. The following specific instruction may be noted:
    - i. Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified in Clause No. 12 for "Minimum eligibility".
    - ii. A separate sheet should be filled for each of the eligible assignments.
    - iii. The details are to be supplemented by documentary proof from the respective client for having carried out such assignment duly certified by clients or completion certificates and work orders etc.
    - iv. The works indicated in Annexure- 4 will only be considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
  - g) A statement duly certified by Chartered Accountant showing Average Financial turnover of the Bidder over the last three financial years (2019-20, 2020-21 and 2021-22) (vide Annexure-5).
  - h) A description of the facilities in sufficient detail and clarify to enable the EMPLOYER to make an evaluation and comparison of the Bid.
    - (i) List of major marine equipment proposed to be deployed for this work. The Bidder shall provide complete details such as dimensions, capacity of Dredgers, other floating crafts and equipment if any etc. trade name, year built Registration particulars etc.
    - (ii) Description of Bidder's work experience in the past on projects of similar nature with the details given in Table 1 (1) enclosed as Annexure D to the bid. This will include Design, planning and large dredging works in the last seven years. Concurrent commitments of the bidder shall be separately given with the details indicated at Table 1 (2) enclosed as Annexure D to the bid.
  - i) Bidder shall furnish a list of the supervisory personnel he intends to deploy with

- their Bio-data and proposed methodology for execution of the work i.e., design, planning, dredging with disposal of spoil, quantity surveying instruments and its accuracy and progress of work etc. so as to ensure maintenance of dredged levels till defect liability period of taking over or the work as applicable at respective locations as stipulated in the specification attached to this Bid Document.
- j) If necessary, the Contractor should mobilize additional resources like dredgers, equipment etc. at his own cost for proper completion of work. Keeping the above in view and since time is the essence of contract, the Bidder shall indicate how he would execute the work within the time specified by submitting a description of equipment and work method to be employed and the limiting weather condition of the proposed equipment. The Bidder shall also include a description of all procedures of any special technique to be employed on setting up the Works.
  - k) An overall project schedule, including, deployment, using critical path method shall be furnished along with the bid. The Bidder shall indicate the project key-dates for all activities.
  - l) A declaration to the effect that (vide Annexure -8):-
    - i. All details regarding construction plant, temporary work and personnel for site organisation considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organisation will be available at the site till the completion of the respective work.
    - ii. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
    - iii. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
    - iv. We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contactor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor. The contractor shall execute indemnity bond in the prescribed format as per **Annexure - 13**
    - v. We shall comply with all the Central State and Municipal Laws and Rules and we shall be solely responsible for complying with the provisions of the Contract

Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work

- vi. We undertake that, we are liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules
- vii. \*We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
- m) The bidder shall execute and upload Integrity Pact Agreement with NMPA as per the Integrity Pact Agreement **ANNEXURE-DI**. The Original Integrity Pact Agreement to be submitted by post or by hand so as to reach the Executive Engineer (Civil) immediately after the closing date for submission of online e-tender)
- n) The bidder shall submit the application for security clearance as per prescribed **(Annexure E)**

**PRICE BID:** shall contain only the Price.

**LAST DATE FOR SUBMISSION OF ONLINE TENDER:** is as per the date mentioned in the NIT

NMPA may at its sole discretion reserves the right to extend the date for receipt of Bid. Bid after the aforesaid time and date or the extended time and date, if any, shall not be accepted by the portal.

## **20. Deadline for Submission of the Bids:**

The completed bid shall be submitted in the electronic form by the date and time mentioned in NIT only through e-portal.

The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

Price should be uploaded in e-portal. Any indication of 'Quoted price' in the online

technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-tendering mode only will be taken up for the purpose for evaluation.

The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted/uploaded by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

#### **21. Late Bids:**

The tenderer should ensure that their tender is received online at NMPA before the deadline prescribed in Clause 20

The time that is displayed from the server clock in e-portal, will be valid for all actions of requesting bid submission, bid opening etc., The bidders should adhere to this time during bid submission.

#### **22. Modification and Withdrawal of Bids:**

- a. Bidders may modify the offers by deleting their already freezed bids in online only through CPP e-portal (after submission of bid) and resubmit/upload the revised offer before the deadline prescribed in Clause 20.
- b. No bid shall be withdrawn and resubmitted through CPP e-portal by the bidder after the deadline for submission of bids.
- c. Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15 may result in the forfeiture of the Bid Security pursuant to Clause 16.
- d. Bidders may only modify the prices and other required details of their Bids by Resubmitting Bid only in accordance with this clause through CPP e-portal.

#### **23. Bid Opening - Technical Bid:**

On the due date and time as specified in Clause 20, the Employer will first open Techno Commercial bids of all bids received online in presence of the Bidders or their representatives who choose to attend. In the event of specified date for bid opening is declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day.

In the first instance the Techno Commercial Bid containing the RTGS payment or Bank Guarantee details of EMD & Cost of tender document will be verified. If EMD and Tender Fee is in line with the Tender Condition there after the Techno Commercial Bid will be considered for evaluation.

If all Bidders have submitted unconditional Bids together with requisite Bid security,

then all Bidders will be so informed accordingly. If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.

**24. Bid Opening – Price Bid:**

The date and time of opening of price bid (cover-II) shall be intimated to the qualified bidders based on the evaluation of the technical bid. The price bid (cover-II) of such eligible bidders shall be opened on the specified date and time. If bidder withdraws his tender after opening of price bid the bidder will be disqualified for participating in NMPA tender for a period of two years

**25. Clarification of Bids:**

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

Employer reserves the right to reject any Bid, if the Bidder does not provide the clarification sought for by the Employer, within the time specified by the Employer, for proper evaluation of the Bid

**26. Examination of Bids and Determination of Responsiveness:**

Prior to detailed evaluation of Bids, NMPA will determine whether each Bid

- a. meets the eligibility criteria as defined in Clause 12.
- b. has been properly signed by an authorised signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;
- c. is accompanied by the requisite Bid security and;
- d. is responsive to the requirements of the Bidding documents.

A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

- i. which affects in any substantial way the scope, quality or performance of the Works;

- ii. which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
- iii. whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

The tenderer shall submit a certificate in the tender schedule in the Technical Bid that he has not incorporated any conditions in the Financial Bid and in case any conditions are specified in the financial bid his tender will be rejected without making any further reference to him.

If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**27. Correction of Errors:**

Not applicable

**28. Evaluation and Comparison of Bids:**

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 26. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a) Making any correction for errors pursuant to Clause 27 (not applicable)
- b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 22.

**29. Alteration of tender documents:**

No alteration shall be made in any of the tender documents or in the Bill of Quantities and the tender shall comply strictly with the terms and conditions of the tender document. The Employer may however ask any tenderer for clarifications of his tender if required. Nevertheless, no tenderer will be permitted to alter his tender price after opening of the tender.

**30. Alternative conditions and Proposal:**

The Tenderer shall note that alternative or qualifying tender conditions, or alternative design proposal for whole or part of the work will not be acceptable. Tenders containing any qualifying conditions or even Bidder's clarifications in any form will be treated as non-responsive and will run the risk of rejection.

**31. Award of Contract:**

The Employer will award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be

- a) Eligible in accordance with the provisions of Clause 12, and
- b) Qualified in accordance with the provisions of Clause 12.

**32. Notification of Award:**

1. The Bidder whose Bid has been accepted will be notified about the award by the Employer prior to expiration of the Bid validity period by, fax or e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
2. The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.
3. The Agreement will also incorporate all correspondence exchanged between the employer and the successful bidder. Within 28 days of receipt of Letter of Acceptance, the successful bidder will furnish the performance security and sign the Agreement with the Employer. The contractor shall make 20 copies of the Agreement and submit to the employer within 7 days following the date of signing of Agreement. No work shall be commenced before signing of contract.

**33. Release of Bid Security / EMD:**

The Earnest Money Deposit of unsuccessful bidder shall be returned (in case of BG) or refunded without interest as early as possible by RTGS/NEFT on conclusion of Contract. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.

**34. Performance Security:**

1. Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt from a commercial bank, remittance by RTGS or in the form of Bank Guarantee for an amount equivalent to 10% of the Contract price (Contract price including GST), as applicable rounded off to the nearest 1000.
2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized /Scheduled Indian bank payable at Mangalore branch and acceptable by NMPA and en cashable at Mangalore, and having a net worth of at least Rs. 1000 crores (Rupees thousand crores). The BG



shall be issued in favor of New Mangalore Port Authority in the Format enclosed in Volume I as **Annexure-B**. The fact of encashment at Mangalore shall also be included in the BG.

### **35. Fraud and Corrupt Practices:**

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "corrupt practice" means
  - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
  - ii. engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or

the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- a) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- b) "undesirable practice" means
  - i. establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - ii. having a Conflict of Interest; and
- c) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **36. Rejection of Tender:**

Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any tender and has the right to reject any tender without assigning any reason thereof. No representation whatsoever will be entertained on this account.

### **37. Additional Information:**

1. Price preference to Indian companies owing Indian flag dredgers
  - a. The Port shall invite open competitive bids for dredging works and Indian companies owing Indian flag dredgers, including Dredging Corporation of India (DCI) shall have the right of first refusal if the rate is within 10% of the lowest valid offer.
  - b. If more than one company owing Indian flag dredger participates 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 valid offer.
  - c. The Government of India through Department of Shipping reserves the right to assign, in public interest, any contract for dredging work to DCI on nomination.
  - d. Indian tenderer means Indian citizen/company/society either having Indian flag vessel(s) or having proposed in the tender for converting Foreign flag vessels to Indian flag vessel(s) before submission of Tender Documents.
  - e. The mode of tender submission is changed as per CPP e-portal requirement.

2. Re-use of dredged materials
  - a. Data on soil type and characteristics, approximate quantity of dredged material likely to be generated, Disposal sites (onshore I offshore) etc., provided by the bidding authorities so as to assess the potential for reuse of the dredged material, also estimate its market value and accordingly quote the price for dredging and also the dredged material. This is subject to conditions in the EC for disposal of dredged material after taking due permission from the competent State Authorities, as required, by the dredging contractor.
  - b. The final quantity of the dredged material may vary from the estimated quantity. Final quantity can be based on actual/physical verification based on the third party survey to avoid conflicts and litigation.
  - c. The environmental clearance for the project by Bidding Authorities on dredging and disposal should be obtained with an option to dispose onshore or offshore based on beneficial use and sustainability to enable reuse of dredged material possible. Necessary permission, wherever applicable, may be taken by the dredging contractor for disposal for beneficial use of dredged material from the competent state Authorities as required.
  - d. Bidders can be given an option to submit quotes in two parts, one for the execution of Dredging work and the other for the estimated value of the Dredged Material (offered cost or valuation of the dredged material). The bid evaluation parameter can be taken as the net cost (ie. Net quoted price which is the cost of dredging work minus the quoted price for the value of the dredged material) for evaluating the offers submitted by the bidders.
  - e. The responsibility of dumping of dredged material, storing at yard, treatment of the dredged material and subsequent disposal to prospective users will be the responsibility of the Dredging Firm. This would also free the Bidding Authorities from the onus of disposal of the dredged material at their level, an activity which is different from their core area of competence while also creating "Waste to Wealth" for them.

### **38. Ministry Guidelines**

The clauses 37.1, 37.2, 37.3 & 37.4 above are made as per various guidelines issued by the Ministry of Shipping (Directorate General of Shipping and also Ports wing) regarding chartering of foreign flag vessels. Any further guidelines issued by the Ministry till the due date of submission of tenders shall also be applicable for this contract.

### **39. The work to be done**

The work to be done is described in the Bid document (and in particular in the technical

specifications, Bill of Quantity and drawings) and in general includes, but is not limited to supplying all dredgers, crafts, all materials including consumables, and equipment necessary to conduct surveys, dredging and disposal of spoil at specific places as described in the Bid Document. Quantities, drawings and specifications given in the Bid Document are for the sole purpose of indicating to bidders the order of magnitude of work and are not in any way guaranteed to remain unchanged. Time is the essence of contract and the work shall be completed in all respects within a period of as specified in the following phases;

(a) Post monsoon dredging commencing from 1<sup>st</sup> of October for **120 days**.

#### **40. INTEGRITY PACT**

The bidder shall execute Integrity Pact Agreement with NMPA as per the Integrity Pact Agreement **ANNEXURE-D I**.

The following Independent External Monitor (IEM) is nominated

Shri Prem Chand Pankaj, Ex CMD, NEEPCO,  
M 402, Pioneer Park, Sector 61, Golf Course,  
Extn., Road, Gurgaon  
Mob No. 9717433886  
E-mail ID : prempankaj@gmail.com

**Annexure - A**

To

The Chief Engineer (Civil),  
New Mangalore Port Authority,  
A.O. Bldg., Panambur,  
Mangalore, Karnataka – 575 010.

**BID SECURITY (BANK GUARANTEE)**

WHEREAS, \_\_\_\_\_ (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ for the *Name of Work* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We *Name of Bank* having our registered office at *Address of the Bank* (hereinafter called "the Bank") are bound unto New Mangalore Port Authority (hereinafter called "the Employer") in the sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of these obligations are:

(1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:

a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;

or

b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

or

c. does not accept the correction of the Bid Price pursuant to Clause 27;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ i.e., 30 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank

is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to ` \_\_\_\_\_ (Rupees \_\_\_\_\_) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. And the guarantee shall be en-cashable at Mangalore.

IN WITNESS WHEREOF this guarantee has been duly executed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Notwithstanding anything contained hereinabove,

- (a) Our liability under this Bank Guarantee shall not exceed ` \_\_\_\_\_ (Rupees \_\_\_\_\_).
- (b) This Bank Guarantee shall be valid upto \_\_\_\_\_.
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before \_\_\_\_\_.

Dated

For *Name of the Bank*

### **PERFORMANCE BANK GUARANTEE**

THIS DEED OF GUARANTEE executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ at \_\_\_\_\_ by *Name & Address of the Bank* and having a branch at *Address* (hereinafter referred to as the Guarantor) which expression shall unless contrary or repugnant to the context or meaning thereof be deemed to include their successors, Administrators and assigns, of the one part.

#### **IN FAVOUR OF:**

THE BOARD OF TRUSTEES, NEW MANGALORE PORT TURST, a body corporate constituted under the provisions of the Major Port Trusts Act, 1963 and having their Administrative office at Panambur, Mangalore – 575 010, D.K., Karnataka (hereinafter referred to as "The Board") which expression shall, unless contrary or repugnant to the context or meaning thereof be deemed to include their successors, administrators and assigns, of the other part.

#### **WHEREAS:-**

- (a) The Board, vide its Notice Inviting Tender dated \_\_\_\_\_ invited Bidders to bid for *Name of Work* (hereinafter called "the Contract Agreement").
- (b) After evaluation of the bids received in response to the Tender dated \_\_\_\_\_ the Board accepted the Bid of *Name & Address of the Contractor* (hereinafter referred to as "the Contractor") and issued Letter of Acceptance (LOA) vide No. \_\_\_\_\_ dated \_\_\_\_\_ for commencement of the said contract work.
- (c) In terms of the LOA and the Contract Agreement to be entered between the Board and the Contractor, the Contractor is required to furnish to the Board, a Performance Guarantee being an unconditional and irrevocable Bank Guarantee from a Nationalized/Scheduled Bank having its branch at Mangalore for a sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security for due and punctual performance/discharge of the obligations by the Contractor under the said Contract Agreement.
- (d) At the request of the Contractor and for valid consideration; the Guarantor has agreed to provide the guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Contractor of its obligations under the said Contract.

#### **NOW THEREFORE THIS DEED WITNESSTH AS FOLLOWS:**

1. The Guarantor hereby irrevocably and unconditionally guarantees the due execution and punctual performance by *Name of the Contractor* (the Contractor) of all its obligations under the Contract Agreement.
2. The Guarantor shall, without demur or protest, pay to the Board sums not exceeding ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) the immediately on receipt of a written request therefore from the Board stating that the Contractor has failed to meet its performance/obligations under the Contract Agreement. The Guarantor shall not go

into the veracity of any breach or failure on the part of the Contractor or validity of the demand so made by the Board and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other person authorized by him before any Court, Tribunal, expert, Arbitrator or similar proceedings. The Guarantor's obligations hereunder shall subsist until all such demands of the Board are duly met and discharged in accordance with the provisions of the Agreement. Any such demands made on the Guarantor by the Board shall be conclusive, absolute and unequivocal as regards the amount due and payable by the Guarantor under this Guarantee, subject to however to a limit of `\_\_\_\_\_ (Rupees \_\_\_\_\_ only). The Board shall at all time at its sole discretion have the absolute and unconditional right to call upon the Guarantor to pay the amount under this Guarantee until \_\_\_\_\_ or within a claim period of 3 months after the date of expiry of this Guarantee.

3. In order to give effect to this Guarantee, the Board shall be entitled to treat the Guarantor as the Principal Debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract Agreement or other documents or by the extension of time for performance granted by the Board or postponement/non-exercise/delayed exercise of any of its rights by the Board or any indulgence shown by the Board to the Contractor and the Guarantor shall not be relieved from their obligations under this Guarantee on account of any such variations, extensions, postponement, non-exercise or delayed exercise by the Board of any of the Board's rights or any indulgence shown by the Board, provided nothing contained herein shall enlarge the Guarantor's obligations hereunder.
4. This Guarantee shall not be affected by any change in the constitution or winding up, insolvency, bankruptcy, dissolution or liquidations of the Contractor/Guarantor or any absorption, merger or amalgamation of the Contractor/Guarantor with any other person or Party.
5. Any payment made hereunder shall be made free, clear of and without deduction for or on account of taxes, levies, imposts duties, charges, fee deductions or withholding of any nature whatsoever.
6. This guarantee shall be unconditional and irrevocable and shall remain in full force and effect until the scheduled Contract period, thereafter unless discharged/released earlier by the Board in accordance with the provisions of the Agreement or until expiry of three months of claim period after expiry of the Guarantee period. The Guarantor's liability in aggregate shall be limited to a sum of `\_\_\_\_\_ (Rupees \_\_\_\_\_ only).
7. The obligations, covenants, agreements and duties herein shall not be subject to any counter claims, cross claims, setoffs, deductions, withholdings, diminutions, abatements, re-coupments, suspensions, deferments, reductions or defence for any reason whatsoever and the Guarantor shall have no right to terminate this Guarantee or to be released, relieved or discharged from any of its obligations, covenants, agreements and duties hereunder for any reason whatsoever during the validity of this Guarantee.
8. The Guarantor warrants that it has the powers to issue this Guarantee and discharge the obligations contemplated herein, and that the undersigned are duly authorized to execute this Guarantee pursuant to the powers granted to them.



9. This Guarantee shall be governed by and construed in accordance with the Laws of India. The Guarantor hereby irrevocably submits to the exclusive jurisdiction of the High Court of Karnataka at Bangalore for the purpose of any suit, action or other proceedings arising out of this Guarantee or the subject matter hereof, brought by the Board or its successors or assigns.

Notwithstanding anything contained herein above:

- (a) The Guarantor's liability under this Guarantee shall not exceed \_\_\_\_\_ (Rupees \_\_\_\_\_ only)(above bank guarantee en-cashable at Mangalore).
- (b) This guarantee shall valid upto \_\_\_\_\_ and remains in full force until a claim period of three months after the date of expiry of the Guarantee.
- (c) The Guarantor shall be released and discharged from all liability under this guarantee unless a written claim or demand is issued to the Bank on or before \_\_\_\_\_ at \_\_\_\_\_(the Guarantor).

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.

For *Name of the Bank*

For *Name of the Bank*

Authorized Signatory

Authorized Signatory

Place:

Place:

Date:

Date:

Name:

Name:

Designation:

Designation:

**BANK GUARANTEE FOR ADVANCE PAYMENT**

THIS DEED OF GUARANTEE executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_ by *Name & Address of the Bank* and having a branch at *Address* (hereinafter referred to as the Guarantor) which expression shall unless contrary or repugnant to the context or meaning thereof be deemed to include their successors, Administrators and assigns, of the one part.

**IN FAVOUR OF:**

THE BOARD OF TRUSTEES, NEW MANGALORE PORT TURST, a body corporate constituted under the provisions of the Major Port Trusts Act, 1963 and having their Administrative office at Panambur, Mangalore – 575 010, D.K., Karnataka (hereinafter referred to as "The Board") which expression shall, unless contrary or repugnant to the context or meaning thereof be deemed to include their successors, administrators and assigns, of the other part.

**WHEREAS:-**

- (a) The Board, vide its Notice Inviting Tender dated \_\_\_\_\_ invited Bidders to bid for *Name of Work* (hereinafter called "the Contract").
- (b) After evaluation of the bids received in response to the Tender dated \_\_\_\_\_ the Board accepted the Bid of *Name & Address of the Contractor* (hereinafter referred to as "the Contractor") and issued Letter of Acceptance (LOA) vide No. \_\_\_\_\_ dated \_\_\_\_\_ for the said contract work.
- (c) In terms of the *Clause No. \_\_* of the conditions of contract in the Tender and the Contract Agreement to be entered between the Board and the Contractor, the Contractor is required to furnish to the Board, a Guarantee being an unconditional and irrevocable Bank Guarantee from a Scheduled Bank having its branch at Mangalore for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security for due and punctual repayment of mobilization advance by the Contractor under the said terms and conditions of the Contract.
- (d) At the request of the Contractor and for valid consideration; the Guarantor has agreed to provide the guarantee, being these presents, guaranteeing the due and punctual repayment of mobilization advance by the Contractor of its obligations under the said Contract.

**NOW THEREFORE THIS DEED WITNESSTH AS FOLLOWS:**

1. The Guarantor hereby irrevocably and unconditionally guarantees the due execution and punctual repayment of mobilization advance by *Name of the Contractor* (the Contractor) of all its obligations under the Contract Agreement.
2. The Guarantor shall, without demur or protest, pay to the Board sums not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) immediately merely on demand from the Board stating that the Contractor has failed to meet its performance/obligations under the Contract Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Contractor or validity of the demand so made by the Board and shall pay the amount specified in the demand notwithstanding any direction

to the contrary given or any dispute whatsoever raised by the Contractor or any other person authorized by him before any Court, Tribunal, expert, Arbitrator or similar proceedings. The Guarantor's obligations hereunder shall subsist until all such demands of the Board are duly met and discharged in accordance with the provisions of the Agreement. Any such demands made on the Guarantor by the Board shall be conclusive, absolute and unequivocal as regards the amount due and payable by the Guarantor under this Guarantee, subject to however to a limit of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The Board shall at all time at its sole discretion have the absolute and unconditional right to call upon the Guarantor to pay the amount under this Guarantee until \_\_\_\_\_ or within a claim period of 3 months after the date of expiry of this Guarantee.

3. In order to give effect to this Guarantee, the Board shall be entitled to treat the Guarantor as the Principal Debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract Agreement or other documents or by the extension of time for performance granted by the Board or postponement/non-exercise/delayed exercise of any of its rights by the Board or any indulgence shown by the Board to the Contractor and the Guarantor shall not be relieved from their obligations under this Guarantee on account of any such variations, extensions, postponement, non-exercise or delayed exercise by the Board of any of the Board's rights or any indulgence shown by the Board, provided nothing contained herein shall enlarge the Guarantor's obligations hereunder.
4. This Guarantee shall not be affected by any change in the constitution or winding up, insolvency, bankruptcy, dissolution or liquidations of the Contractor/Guarantor or any absorption, merger or amalgamation of the Contractor/Guarantor with any other person or Party.
5. Any payment made hereunder shall be made free, clear of and without deduction for or on account of taxes, levies, imposts duties, charges, fee deductions or withholding of any nature whatsoever.
6. This guarantee shall be unconditional and irrevocable and shall remain in full force and effect until the scheduled Contract period, thereafter unless discharged/released earlier by the Board in accordance with the provisions of the Agreement or until expiry of three months of claim period after expiry of the Guarantee period. The Guarantor's liability in aggregate shall be limited to a sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
7. The obligations, covenants, agreements and duties herein shall not be subject to any counter claims, cross claims, setoffs, deductions, withholdings, diminutions, abatements, re-coupments, suspensions, deferments, reductions or defence for any reason whatsoever and the Guarantor shall have no right to terminate this Guarantee or to be released, relieved or discharged from any of its obligations, covenants, agreements and duties hereunder for any reason whatsoever during the validity of this Guarantee.
8. The Guarantor warrants that it has the powers to issue this Guarantee and discharge the obligations contemplated herein, and that the undersigned are duly authorized to execute this Guarantee pursuant to the powers granted to them.
9. This Guarantee shall be governed by and construed in accordance with the Laws of India. The Guarantor hereby irrevocably submits to the exclusive jurisdiction of the High Court of Karnataka at Bangalore for the purpose of any suit, action or other

proceedings arising out of this Guarantee or the subject matter hereof, brought by the Board or its successors or assigns.

Notwithstanding anything contained herein above:

- (a) The Guarantor's liability under this Guarantee shall not exceed \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- (b) This guarantee shall valid upto \_\_\_\_\_ and remain in full force until a claim period of three months after the date of expiry of the Guarantee.
- (c) The Guarantor shall be released and discharged from all liability under this guarantee unless a written claim or demand is issued to the Bank on or before \_\_\_\_\_ at \_\_\_\_\_.

For *Name of the Bank*

For *Name of the Bank*

Authorized Signatory

Authorized Signatory

Place:

Place:

Date:

Date:

Name:

Name:

Designation:

Designation:



TABLE - 1 (2)

## CONCURENT COMMITMENTS OF THE BIDDER

Sr. No.	Name of the Project	Employer's Address	Value of Work	Scheduled Date of		Expected Completion
				Commencement	Completion	

SIGNATURE OF BIDDER

TABLE - 1 (3)

**LIST OF DREDGERS AND OTHER MAJOR EQUIPMENTS PROPOSED FOR  
THE WORK**

Sl. No.	Dredger/Craft Equipment Proposed (with registration)	Capacity/size/loaded/draft Speed of vessel dredge pump RPM/position fixing system/load recording instrument/speed of the vessel/diameter & length of shore pipe etc.	Year of built	Remarks

Note: (1) *The bidder is requested to give all relevant and complete information as*

***required and if required he can use separate sheets.***

**Annexure-D I**

TO SPECIAL CONDITIONS OF CONTRACT  
PRE CONTRACT INTEGRITY PACT AGREEMENT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_, between, on one hand, the Board of Trustees of New Mangalore Port Authority acting through \_\_\_\_\_, Chief Engineer (Civil), (Name & Designation of the Officer) New Mangalore Port Authority (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the 'BIDDER' which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/EMPLOYER' has invited bids for Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24, 2024-25 & 2025-26 (3 Years) and the BIDDER is submitting his bid for the same and

WHEREAS the BIDDER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is New Mangalore Port Authority.

NOW, THEREFORE,

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

Enabling the 'BUYER/EMPLOYER' to obtain the desired said stores/equipment/services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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



### **Commitments of the 'BUYER/ EMPLOYER'**

- 1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following.:-
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to

give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit

any of the actions mentioned above.

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

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

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

- 3.14. The bidder signing IP shall not approach courts while representing the matters to IEMs and he / she / they will wait their decision in the matter.

#### 4. Previous Transgression

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

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

#### 5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount 16131540/- (Rupees One Crore SixtyOne Lakh ThirtyOne Thousand Five Hundred Fourty Only) as Earnest Money/Security Deposit, with the 'BUYER/EMPLOYER' through any of the following instruments:

- 5.2 Paid by RTGS in favour of FA&CAO, NMPA

- 5.3 The EMD is exempted on submission of Bid Security Declaration in the prescribed format as per Annexure 13 of this tender document.

The benefit of Exemption of EMD to all Microand small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME

- 5.4 The Earnest Money/Security Deposit shall be valid upto a period of 148days or

the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including warranty period, whichever is later.

- 5.5 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.6 No interest shall be payable by the 'BUYER/EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
6. Sanctions for Violations
- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required:-
- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/EMPLOYER' shall not be required to assign any reason therefore.
  - iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', alongwith interest.
  - vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall,

be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
  - viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
  - x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

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

## 8. Independent Monitors

- 8.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central

Vigilance Commission Name and Address of the Monitor:

Shri Prem Chand Pankaj, Ex CMD, NEEPCO,

M 402, Pioneer Park, Sector 61, Golf Course,

Extn., Road, Gurgaon

Mob No. 9717433886

E-mail ID : prempankaj@gmail.com

- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
  - 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
  - 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
  - 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
  - 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
  - 8.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
  - 8.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
9. Facilitation of Investigation
- In case of any allegation of violation of any provisions of this pact or payment of commission, the 'BUYER/EMPLOYER' or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
10. Law and Place of Jurisdiction
- This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat

of the 'BUYER/EMPLOYER'.

11. Other Legal Actions

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

12. Validity

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

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

12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

BUYER/EMPLOYER

BIDDER

Name of the Officer  
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER/ EMPLOYER in regard to involvement of Indian agents of

**Address of IEMs**

Shri Prem Chand Pankaj, Ex CMD, NEEPCO,  
M 402, Pioneer Park, Sector 61, Golf Course,  
Extn., Road, Gurgaon  
Mob No. 9717433886  
E-mail ID : prempankaj@gmail.com

## Annexure E

**Proforma for Security clearance****I. Details in respect of Company/Firm (Indian/Foreign)**

Sl. No	Full name of Companies and its foreign collaborator if any, including details of Board of Directors as in (ii) below	Date of Registration	Present & Permanent Address of Head Office, Regional Offices and Registered Office.	Joint ventures with other business owned	Activities and other Business owned	Name of CEOs / Partners (with details) as in (ii) below	Shareholding pattern for Applicant Company (and investing Company if applicable)	Details of earlier approvals, if any (Ref. No. & date)	Ultimate ownership of shareholding companies (and the investing company if applicable) along with detailed particulars of Owners as in (ii) below.
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Foreign investee /partner company self declaration regarding presence/operation in China & Pakistan (if any)

**II. Details in respect of Directors/Key Executives**

Sl. No.	Full name of Board of Directors/ Executives	Present position held with date (since when)	Date of Birth	Parentage	Complete Present & Permanent Address	Nationality	Passport Nos. and issue date, if any	Contact Address & telephone number, if any
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**III. Details of shareholders (All firms/companies/entities to be included.**

**Also, individuals having shareholding more than 10%**

Sl. No.	Full name	Parentage Father/Mother	Date of Birth	Permanent Address	Complete Present Address	Present position held	Nationality if hold dual nationality, both must be clearly mentioned)	% of share held in other company (if any than name of company & complete address may be provided
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**SPECIMEN FOR FORM OF BID (Revised)***(To be executed on bidder's letter head)*

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alteration to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in both the Techno-Commercial and Price Covers separately.]*

Date: *[insert date (as day, month and year) of Tender Submission]* Tender No.: *[insert Tender number and Title]*

To

The Chief Engineer (Civil),

New Mangalore Port Authority,

Administration Building,

Panambur, Mangalore – 575 010

Karnataka State

Sir,

Sub: The work of "Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2020-21 to 2022-23"

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Documents, including Addenda No.: *[insert the number and issuing date of each Addenda, Clarifications issued after Pre-bid meeting along with Minutes]*;
- (b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements *in accordance with the tender document bearing no. {insert Tender no.}*;
- (c) Deleted
- (d) Deleted
- (e) Our tender shall be valid for the period of time specified in **IT - Clause 15** from the date fixed for the Tender submission deadline in accordance with **IT- Clause 20** and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **IT - Clause .**

- (f) If our tender is accepted, we commit to submit a performance guarantee in accordance with **IT - Clause 34** for the due performance of the Contract, as specified in specimen form for the purpose;
- (g) We, including any subcontractors or Contractors for any part of the contract, *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and Contractor]*;
- (h) We have no conflict of interest in accordance with **tender clause**
- (i) Our firm, its affiliates or subsidiaries – including any subcontractors or Contractors for any part of the contract – has not been declared ineligible by the Port, under laws of India or official regulations, in accordance with **ITB Sub-Clause**.
- (j) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with **IT Clause 32** and as per specimen form the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.
- (l) We also make a specific note clauses of **[insert relevant nomenclature (in case of eqpt GCC, SCC and ITT)]** under which the Contract is governed.
- (m) In case of Out Station Firms, having a branch in India for liaison purposes, please mention the Name of the Contact person and Tel.No., Fax No. and mail-Id and also the Complete Postal Address of the Firm.
- (n) We understand that the Communication made with the Firm at (m), by the Port shall be deemed to have been done with us.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Form of Tender]*

Name: *[insert complete name of person signing the Form of Tender]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**ON STAMP PAPER of Rs 100/-**  
**NEW MANGALORE PORT AUTHORITY**  
**“Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24,**  
**2024-25 & 2025-26 (3 Years)**

**FORMAT OF POWER OF ATTORNEY** (in original)

In favour of signatory/s to the Tender, duly authenticated by Notary Public.

POWER OF ATTORNEY IN FAVOUR OF ----- (Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, ----- (name of the Co.) to Shri ----- (name, designation & address of the Attorney) the following:

NOW KNOW ME AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ----- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2020-21 to 2022-23
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri ----- (name &

designation of the Attorney), on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Two thousand \_\_\_\_\_).

WHEREAS, even though this sub-delegation is signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Two thousand \_\_\_\_\_ ), will have effect from the date he signs and receives this delegation.

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) has, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Two thousand \_\_\_\_\_ ) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED ON \_\_\_\_\_

BY

(Name of authorized person to delegate powers)

WITNESS :

SIGNED AND RECEIVED ON \_\_\_\_\_

BY

(Name & designation of Attorney)

**NEW MANGALORE PORT AUTHORITY**  
**Post Monsoon Post Monsoon Maintenance Dredging at New Mangalore Port for the**  
**years 2023-24, 2024-25 & 2025-26 (3 Years)**  
**ORGANIZATION DETAILS**

The information to be filled in by the Bidder in the following pages will be used for purposes of Pre-Qualification as provided for in the Instructions to Bidders.

**1. Only for Individual Bidders**

1.1 Constitution or legal status of Bidder (*Attach copy*)

- Place of registration:
- Principal place of business
- Power of attorney of signatory of Bid (Attach)

**2. Turnover of the Firm/ JV**

Year	Turn over
<b><i>[INSERT THE YEARS AS PER PQC, i.e. LAST THREE FINANCIAL YEARS ENDING 31<sup>ST</sup> MARCH OF THE PREVIOUS YEAR]</i></b>	

Attachments: Financial reports for the last **three** years: balance sheets, profit and loss statements, auditor's reports (in case of companies/ corporation) etc. List them below and attach copies.

**3. Similar Works**

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last 7 years			

Attachments: Supporting documents, viz., Successful completion certificates from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Employers reserve the right to verify the information;

4. The following Contractor's Equipment are essential for carrying out the works. The Bidder should list all the information requested below. ***[Dredging Works]***

Item of equipment	Requirement No. Capacity	Owned/leased/to be procured	Nos./ Capacity	Age/ Condition	Remarks (From whom to be purchased)

5. Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. ***[Only for Civil]***

Position	Name	Qualification	Years of experience (general)	Years of experience in the proposed position
Project Manager				
Discipline Specialist etc.				

6. Proposed sub-contracts and firms involved

Sections of the works	Value of sub-contract	Sub-contractor (name and address)	Experience in similar work

**7. Information on litigation history in which the Bidder is involved.**

Other party(ies)	Port	Cause of dispute	Amount	Remarks involved showing present status

**8. Additional Information Bidder may like to submit**

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**NEW MANGALORE PORT AUTHORITY****Post Monsoon Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24, 2024-25 & 2025-26 (3 Years)**

Tenderer shall furnish Details of “eligibility works experience” as per Clause 12(a) of Minimum Eligible Criteria (MEC) of Instruction to Tenderer and certificates in the following format (Client Certificates/work completion certificates or any other documentary evidences with respect to the eligibility work)

**ELIGIBLE ASSIGNMENT DETAILS FOR MEC**

Assignment Number:

Sl. No	Description	Bidder to fill up the details here
1	Name and Address of the Client	
2	Title of the Eligible Assignment	
3	Date of completion of the Eligible Assignment	
4	Project Cost	
5	Reference No of the enclosed work order	
6	Reference No of the enclosed Client work Completion Certificate	
7	Reference No of any other documentary evidence; if enclosed.	
8	Name, telephone no, telefax no and email address of the client’s representative	
9	Description and Scope of Work	

Signature

(Authorised Signatory)

Certificate from the Statutory Auditor

This is to certify that the information contained in Sl. No 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date: Name and seal of the audit firm:

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Instructions:



Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause No. 12.0(a) Minimum eligibility of the "Instructions to Tenderers".

A separate sheet should be filled for each of the eligible assignments.

The details are to be supplemented by documentary proof (Work order and work completion certificate) from the respective client for having carried out such assignment duly certified by clients.

**NEW MANGALORE PORT AUTHORITY**  
**Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24,**  
**2024-25 & 2025-26 (3 Years)**  
FINANCIAL CAPABILITY

(A) Net worth & Average Annual Turnover of the Bidder

Net Worth	Turnover			
Year 1	Year 3	Year 2	Year 1	Average
	2019-20	2020-21	2021-22	

**Instructions:**

Net Worth = (Subscribed and Paid-up Equity + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + depreciation not provided for).

Year 1 will be the Financial Year 2021-22. Year 2 shall be the year immediately preceding Year 1 and Year 3 shall be the year immediately preceding Year 2.

The Bidder shall provide audited Annual Reports as required under this Bid Document.

Net worth & Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

(B) (Here specify proposed sources of credit line to meet the Cash flow demand for the work)

Source of Credit line	Amount

There should be a letter from the Bank mentioning that line of credit offered is specifically for this work/contract.

**NOTE:** If the Bidder intends to meet the "Cash Flow Demand" for the project through their internal resources without availing the loan of credit, a specific mention to be made to this effect and proof for such resources shall be enclosed.

**Certified by C.A**

Signature  
(Authorised Signatory)

**NEW MANGALORE PORT AUTHORITY**  
**Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24,**  
**2024-25 & 2025-26 (3 Years)**  
**DETAILS OF PROPOSED APPROACH & METHODOLOGY**

Bidder shall furnish a detailed method statement (Technical Note) for carrying out of the works, along with a construction programme showing sequence of operation and the time frame for various segments of temporary and permanent works.

Signature  
(Authorised Signatory)

**NEW MANGALORE PORT AUTHORITY**

**Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24,  
2024-25 & 2025-26 (3 Years)**

**PLANT AND EQUIPMENT PROPOSED FOR THE WORK**

Please indicate the main plant and equipment considered to be necessary for undertaking the work and whether this plant is ready in ownership or will be purchased or hired.

<b>Description of equipment</b>	<b>Requirement No. / Capacity</b>	<b>Owned / leased / to be procured</b>	<b>Nos / Capacity</b>	<b>Age / Condition</b>	<b>Remarks (From whom to be purchased)</b>	<b>At what Stage of contact period the Equipment will be available</b>

Note: The equipment indicated in the above statement will form part of contract agreement and as such the bidders are requested to indicate the availability of the equipment at site and at what stage of the construction period in a separate column

Signature  
(Authorised Signatory)

## NEW MANGALORE PORT AUTHORITY

### Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24, 2024-25 & 2025-26 (3 Years)

#### DECLARATION

- We M/s. (Name & address of the bidder) hereby declare that:-
- i. All details regarding construction plant, temporary work and personnel for site organisation considered necessary and sufficient for the work have been furnished in the Annexures to Conditions of Contract in Volume I and that such plant, temporary works and personnel for site organisation will be available at the site till the completion of the respective work.
  - ii. No conditions are incorporated in the financial bid. In case any conditions are specified in the financial bid, the tender will be rejected summarily without making any further reference to the bidder.
  - iii. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
  - iv. We shall undertake that, the Employer i.e. NMPA is indemnified against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contactor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses Whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor. The contractor shall execute indemnity bond in the prescribed format as per Annexure - 13
  - v. We shall comply with all the Central State and Municipal Laws and Rules and we shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations

whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his Workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

- vi. We undertake that, we are liable to pay all Statutory Compensation to the Labourers/persons engaged by him for the satisfactory execution of the works. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules
- vii. \*We disclose with that we have made / not made payments or propose to be made to any intermediaries (agents) etc in connection with the bid.

\* Note: Delete whichever is not applicable.

Signature  
(Authorised Signatory)

**DETAILS OF THE PARTY OPTING FOR REFUND OF EMD THROUGH  
E-PAYMENT SYSTEM FROM NEW MANGALORE PORT AUTHORITY**

Name of the Party :

Bank A/c No :

Account type : (Savings / Current / Overdraft)

Bank Name :

Branch :

IFSC Code Number : (11 digit code)

Centre (Location) :

FAX No. :

E-Mail ID : (For forwarding information of remittance)

Mobile No :

Signature of the Party

**FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT**

1	Name and full address of the beneficiary	
2	Credit Account No. (Should be full 14 digit)	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	MICR code (Should be 9 digit)	
7	Telephone/Mobile/Fax No. of the beneficiary	Telephone:
		Mobile :
		Fax :
8	Photostat copy of a Cheque	

Signature of the party with seal

---

Verified the details furnished by the party and it is ascertained that the information furnished are in full shape as required. Xerox copy of a Cheque is also enclosed.

Signature of the HOD/HOO with seal



**LETTER OF ACCEPTANCE**

(On letterhead paper of the Port)

\_\_\_\_\_ (date)

To: \_\_\_\_\_  
 (name and address of the Contractor)

Dear Sirs,

Sub: Tender No. Title of the Tender

Ref: Your bid dated

And ***[list of correspondence with the bidder]***

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number, as given in the Instructions to bidders) for the Contract Price of Rupees \_\_\_\_\_ (amount in words and figures) excluding service tax as corrected and modified in accordance with the Tender document is hereby accepted by the Employer/ Board.

You are hereby requested to furnish Performance Security, in the form detailed in Tender Document for an amount of Rs. \_\_\_\_\_ within 28 days of the receipt of this letter of acceptance valid upto 28 days from the date of expiry of taking over certificate and also sign the contract agreement within 21 days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed Letter of Acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

Authorised Signature  
 Name and Title of Signatory  
 Name of Port

**ISSUE OF NOTICE TO PROCEED WITH THE WORKS**

(Letter head of the Employer)

dated \_\_\_\_\_

To

\_\_\_\_\_ (name and address of the Contractors)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITT clause 34.1 and signing of the contract for the implementation/construction of \_\_\_\_\_ a Bid Price of Rs. \_\_\_\_\_ you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully

(Signature, name and title of signatory authorised to sign on)

### JOINT VENTURE PARTNER INFORMATION FORM

***[The Bidder shall fill in this Form in accordance with the instructions indicated below].***

Date: *[insert date (as day, month and year) of Tender Submission]*

Tender No.: *[insert number of Tendering process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1.	Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2.	JV's Party legal name: <i>[insert JV's Party legal name]</i> JV's Lead Partner's legal name:
3.	JV's Party Country of Registration: <i>[insert JV's Party country of registration and details of registration]</i>
4.	JV's Party Year of Registration: <i>[insert JV's Part year of registration]</i>
5.	JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6.	JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7.	Attached are copies of original documents of : <i>[check the box(es) of the attached original documents]</i>  Articles of Incorporation or Registration of firm named in 2, above, in accordance with Tender Document. In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender Document. PAN Number Sales Tax/ VAT registration number Service Tax Registration Number Any other documents required for statutory compliance

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Indemnity Bond**

(To be furnished in Stamp paper not less than Rs.100 e-Stamp paper)

This deed of indemnity is executed by ..... herein after referred to as 'Indemnifier' which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrator, representatives and assignees in favour of New Mangalore Port Authority, Panambur, Mangalore 575010, herein after referred to as 'Indemnified' which expression shall unless repugnant to the context or meaning thereof include its representatives and assignees witnesses as to.

Whereas the indemnified herein as awarded to the indemnifier herein a Tender/Contract or for ..... on terms and conditions set out interalia in the work order No..... valued at Rs.....

AND Whereas, the clauses No..... of the above mentioned work order provides for indemnifying the indemnified by the indemnifier for any accident, damage or compensation payable to any workmen or other person in the employment of the contractor or any sub contractor during the period of tender/contract.

AND Whereas, the Indemnifier hereby irrevocably agrees to indemnify the indemnified against all damages or compensation payable at law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or sub-contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the indemnified shall be at liberty to deduct or adjust from the bills payable to the indemnifier by the indemnified for an amount that the indemnified may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the indemnifier.

The Indemnifier shall comply with all the Central State and Muncipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act,

the Factory's Act, the Workmen Compensation Act or any other applicable legislation and the Muncipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments rules & regulations there under shall be the responsibility of the Indemnifier and the Indemnified will have no responsibility for the same. The Indemnifier shall obtain Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

The Indemnifier is liable to pay all Statutory Compensation to the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is made against Indemnified arising out of this work, the Port shall have the right to deduct the same from the bill amount payable to the Indemnifier after verification of the validity and if admissible as per rules.

The Indemnifier shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of work by his staff at site.

In addition to complying of the above, the Indemnifier hereby undertakes to indemnify the indemnified against any unforeseen incidents / accidents, which may lead to fatality including death, permanent/ partial disablement, injury, financial loss, legal issues or any other etc of the labourers / workmen's/ staffs of the contractor / sub-contractor for which the indemnified and its officers / representation are in no way responsible.

For.....

..

INDEMINIFIER

(Signature with Name and Designation)

Company Seal

Station:

Date:

**SPECIMEN CONTRACT AGREEMENT**

(To be executed on Rs.100/- non-judicial Stamp Paper)

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is assigned as No. CEA/ /2020-21

This Agreement made on the day of 2020

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.**Name of the work:** Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2020-21, 2021-22 & 2022-23

BETWEEN

- (1) *The Trustees of Port of New Mangalore, an Autonomous Body of the Ministry of SHIPPING of the Government of INDIA, incorporated under the Major Port Trust Act, 1963 as Amended thereafter, under the Laws of India and having its principal place of business at New Mangalore Pot Authority, Panambur, Mangalore – 575 010, D.K. District, Karnataka State (hereinafter called "the Port"), and*
- (2) *[insert name of Contractor], [incorporated under] the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called "the Contractor").*

WHEREAS the Employer/ Board invited Tenders against Tender No. **[Number]** for execution of **[TENDER TITLE AND BRIEF DESCRIPTION]** viz., and has accepted a Tender by the Contractor in accordance with the supply/ delivery schedules, in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Employer/ Board and the Contractor, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement;
  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications, drawings);
  - (e) Notice Inviting Tender;
  - (f) Replies issued to the Pre-bid queries, addenda is any issued **[numbers and dates]**;
  - (g) The Contractor's Bid and original Price and Delivery Schedules;
  - (h) The Employer/ Board's Notification of Award;
  - (i) **[Correspondence the Employer/ Board had exchanged with the bidder till and after award of contract [specific letters and dates]; and**
  - (j) **[Add here any other document(s)]**

## AND WHEREAS

EMPLOYER/ BOARD accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with EMPLOYER/ BOARD that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/ BOARD does hereby agree with CONTRACTOR that EMPLOYER/ BOARD will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/ BOARD as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

## AND

5. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/ BOARD for the services rendered by EMPLOYER/ BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/ BOARD towards loss, damage to the EMPLOYER/ BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

This agreement contains.....pages.

For and on behalf of the Employer/ Board

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

**SETTLEMENT OF DISPUTES:**

**1. AMICABLE SETTLEMENT/ CONCILIATION AND SETTLEMENT COMMITTEE**

Disputes of any kind arising between the Board of NMPA and the Contractor in connection with, or arising out of the Contract or the execution of the contract whether during the execution of the contract or after the completion and whether before or after repudiation or termination of the Contract, including any dispute as to any opinion, decision, instruction, determination, certificate, payment, or valuation under the contract, the matter in dispute shall in the first place, be referred in writing to the Secretary NMPA or his nominee/representative and an attempt shall first be made by all the parties to settle such disputes amicably by serving a copy of such reference in writing to the other party and such reference shall state that it is made pursuant to this clause.

If the Contractor believes that a decision taken by the Secretary or Secretary's Representative was either outside the authority given to the Secretary or Secretary's Representative by the Contract or that the decision was wrongly taken or there is no decision within a calendar month, the decision shall be referred to the Conciliation Settlement Committee (CSC) to be Constituted by the Indian Ports Association as per the guidelines dated 24.09.2021 within 30 days of the notification of the Secretary or Secretary's Representative decision or upon expiry of a calendar month as the case may be.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Principal Employer shall give effect forthwith to every such decision of the Secretary unless and until the same shall be revised, as hereinafter provided, in a CSC or an arbitral award.

Provided that, unless the parties otherwise, have exhausted the above remedies under the amicable Settlement proviso and the CSC, the parties shall not invoke arbitration before the expiry of Thirty days after the day on which the notice of failure to settle such dispute was given by the CSC.

**2. PROCEDURE OF ARBITRATION:**

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same



whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the Tender Accepting Authority of NMPA. There will be no objection if the sole arbitrator so appointed is not ineligible for being appointed as an arbitrator under the fifth & sixth schedule of the Arbitration & conciliation Act 1996.

If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, the Tender Accepting Authority of NMPA, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and the amended provisions thereto, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceedings under this clause.

It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to pass the award without any delay.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be at Panambur, Mangalore. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract. The Courts at Mangalore shall only have the Jurisdiction to entertain Arbitration Suits/ Arbitration Applications.

NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT

**Tender No:** CIVIL/CE(C)/EE(C)/14/2023-24 **Date:**

**Tender for**

“Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24, 2024-25 & 2025-26 (3 Years)”

**Volume I**

- i) Notice Inviting Tenders
- ii) Instructions to Tenderers
- iii) General Conditions of Contract**
- iv) Technical Specifications
- v) Additional Conditions of Contract
- vi) Appendix to Tender
- vii) Drawings

**Volume II**

- i) Form of Bid
- ii) Bill of Quantities

## iii) GENERAL CONDITIONS OF CONTRACT - PART - I

## 1. General Provisions

## 1.1 Definitions

In the Conditions of Contract ("these Conditions"), which include Particular Conditions and these General 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.

## 1.1.1 The Contract

- 1.1.1.1 **"Contract"** means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specifications, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- 1.1.1.2 **"Contract Agreement"** means the contract agreement (if any) referred to in Sub-Clause 1.6 [**Contract Agreement**].
- 1.1.1.3 **"Letter of Acceptance"** means the letter of formal acceptance, signed by the Employer, of the Tender submitted by the Tenderer, including any annexed documents.
- 1.1.1.4 **"Letter of Tender"** means the document entitled letter of tender, which was 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 Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists and schedules of rates and / or prices.
- 1.1.1.8 **"Tender"** means the Letter of Tender and all other documents, which the Contractor submitted with the Letter of Tender, as included in the Contract.
- 1.1.1.9 **"Appendix to Tender"** means the completed pages entitled appendix to tender, which are appended, to form part of the Letter of Tender.
- 1.1.1.10 **"Bill of Quantities"** means the documents so named (if any) which are comprised in the Schedules.

- |                               |   |  |   |
|-------------------------------|---|--|---|
| 1.1.2 Parties and Persons     |   | 1.1.1.11   | “ <b>Contract Value</b> ” means the sum for which the tender is accepted as per the letter of Intent.   |
|                               | 1.1.2.1   | “ <b>Party</b> ” means the Employer or the Contractor, as the context requires.  |   |
|                               | 1.1.2.2   | “ <b>Employer</b> ” means the person named as employer in the Appendix to Tender and the legal successors in title to this persons.  |   |
|                               | 1.1.2.3   | “ <b>Contractor</b> ” means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).  |   |
|                               | 1.1.2.4   | “ <b>Engineer</b> ” means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Appendix to Tender.  |   |
|                               | 1.1.2.5   | “ <b>Contractor’s Representative</b> ” 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.   |   |
|                               | 1.1.2.6   | “ <b>Employer’s Personnel</b> ” 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. |   |
|                               | 1.1.2.7   | “ <b>Contractor’s Personnel</b> ” means the Contractor’s Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each subcontractor; and any other personnel assisting the Contractor in the execution of the works.               |   |
| 1.1.2.8                       | “ <b>Sub-contractor</b> ” 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 Date Periods Completion | 1.1.3.1   | 1.1.3.1  | “ <b>Base Date</b> ” means the date 28 days prior to the latest date for submission of the Tender.  |
|                               | 1.1.3.2   | 1.1.3.2  | “ <b>Commencement Date</b> ” means the date notified under Sub-Clause 7.1 [ <b>Commencement of Works</b> ].   |
|                               | 1.1.3.3   | 1.1.3.3  | “ <b>Time for Completion</b> ” means the time for completing the Works or a Section (as the case may be) under Sub-clause 7.2 [Time for Completion], as stated in the Appendix to Tender (with any extension under sub-clause 7.4 [ <b>Extension of Time for Completion</b> ], calculated from the Commencement Date. |
|                               | 1.1.3.4   | 1.1.3.4  | “ <b>Tests on Completion</b> ” means the tests which are  |

specified in the contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 8 [***Tests on Completion***] before the Works or a Section (as the case may be) are taken over by the Employer.

- 1.1.3.5 **"Taking-Over Certificate"** means a certificate issued under Clause 9 [*Employer's Taking Over*].
- 1.1.3.6 **"Tests after Completion"** means the tests (if any), which are specified in the Contract, and which are carried out in accordance with the provisions of the Particular Conditions after the Works or a Section (as the case may be) are taken over by the employer.
- 1.1.3.7 **"Defects Notification Period"** means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 10.1 [*Completion of Outstanding Work and Remedying Defects*], as stated in the Appendix to Tender (with any extension under Sub-Clause 10.3 [*Extension of Defects Notification Period*]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 9.1 [*Taking over of the Works and Sections*].
- 1.1.3.8 **"Performance Certificate"** means the certificate issued under Sub-Clause 10.9 [*Performance certificate*].
- 1.1.3.9 **"Day"** means a calendar day and **"Year"** means 365 days.
- 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 and the remedying of any defects.
- 1.1.4.2 **"Contract Price"** means the price defined in Sub-Clause 13.1 [*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 13.12 [*Issue of Final Payment Certificate*].
- 1.1.4.5 **"Final Statement"** means the statement defined in Sub-Clause 13.10 [*Application for Final Payment Certificate*].
- 1.1.4.6 **"Currency"** means Rupees in which part (or all) of the Contract Price is payable.
- 1.1.4.7 **"Interim Payment Certificate"** means a payment certificate issued under Clause 13 [*Contract Price and Payment*], other than the Final Payment Certificate.
- 1.1.4.8 **"Payment Certificate"** means a payment certificate issued under Clause 13 [*Contract Price and Payment*].

- 1.1.4.9 **“Provisional Sum”** means a sum (if any), which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 12.5 **{Provisional Sums}**.
- 1.1.4.10 **“Security Deposit”** means the accumulated retention moneys, which the employer retains under Sub-Clause 13.3 [**Application for Interim Payment Certificates**] and pays under Sub-Clause 13.8 (**Payment of Retention Money**).
- 1.1.4.11 **“Statement”** means a statement submitted by the Contractor as part of an application, under Clause 13 (**Contract Price and Payment**) for a payment certificate.
- 1.1.5 Works and Goods**
- 1.1.5.1 **“Contractor’s Equipment”** means all apparatus, machinery, vehicles 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, Materials, Plant and Temporary Works, or any of them as appropriate.
- 1.1.5.3 **“Materials”** means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.
- 1.1.5.4 **“Permanent Works”** means the permanent works to be executed by the Contractor under the Contract.
- 1.1.5.5 **“Plant”** means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works.
- 1.1.5.6 **“Section”** means a part of the Works specified in the Appendix to Tender as a Section (if any).
- 1.1.5.7 **“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.
- 1.1.5.8 **“Works”** means the Permanent Works and the Temporary Works, or either of them as appropriate.
- 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 the country in which the Site (or most of it) is located, where the Permanent 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 18 [*Force Majeure*].
- 1.1.6.5 **“Laws”** means all national (or state) 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 Permanent Works are to be executed and to which Plant and materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
- 1.1.6.8 **“Unforeseeable”** means not reasonably foreseeable by an experienced contractor by the date for submission of the Tender.
- 1.1.6.9 **“Variation”** means any change to the Works, which is instructed or approved as a variation under Clause 12 [*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 Tender; and

(b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Appendix to Tender. However: if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and 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 may be.

- 1.4 Law and Language** The Contract shall be governed by the law of the country (or other Jurisdiction) stated in the Appendix to Tender.  
If there are versions of any part of the Contract, which are written in more than one language, the version, which is in the ruling language stated in the Appendix to Tender, shall prevail.  
The language for communications shall be that stated in the Appendix to Tender. If no language is stated there, the language for communications shall be the language in which the Contract (or most of it) is written.
- 1.5 Priority of Documents** of 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:
- i) The contract Agreement (if completed)
  - ii) The Letter of Acceptance / Firm work order
  - iii) The priced Bill of Quantities
  - iv) Bid Clarification
  - v) The Technical Specification, Special conditions of contract and Information in Appendix to Tender.
  - vi) The General conditions of contract
  - vii) The Drawings and Annexure
  - viii) 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 28 days after the Contractor receives the Letter of Acceptance, unless they agree otherwise. The Contract Agreement shall be in the format annexed to the bid. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the tenderer. Upon signing the Contract agreement the contractor shall make 20 copies of Contract document in hard bound/ spiral cover which shall comprise all the documents used in the Contract/ Agreement and provide the same to the employer at no extra cost. However, work shall not be commenced without signing contract agreement.
- 1.7 Assignment** The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under (otherwise than by a change in favor of the contractor's Banker of any money due to or to become due under this contract without the prior written consent of the Employer.
- 1.8 Care and Supply of Documents** of The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies 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 Delayed Drawings or Instructions**

The Contractor shall give notice to the Engineer whenever the works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and details of the nature and amount of the delay or disruption likely to be suffered if it is late.

If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [*Contractor's Claims*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [*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 further 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 Engineer'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.

### **1.10 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.

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.

- 1.11 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.
- 1.12 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.
- 1.13 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 at his cost shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences 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.
- 1.14 Joint and Several Liability** If the Contractor constitutes (under applicable Laws) a joint venture, consortium or **other** unincorporated grouping of two or more persons/ companies
- a) these persons/ companies shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
  - b) these persons/ companies shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons/ companies shall provide a parent company guarantee in format at Annexure 3;
  - c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.
  - d) JVs/ Consortia shall be allowed in all contracts of estimated cost of more than Rs.5 Crores. However, there shall be no limit on the number of partners.
  - e) The technical and financial criteria (MQC) may be met jointly by the partners. At the same time, it has to be ensured that firms are capable. Thus, firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.
- 1.15 Details to be Confidential** 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 or elsewhere without the previous agreement of the Employer.



## 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 Tender. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. 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 Tender, 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 7.3 [*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 19.1 [*Contractor's Claims*] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [*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 assistance to the Contractor at the request of the Contractor:

(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 1.13 [*Compliance with Laws*],

(ii) for the delivery of Goods, including clearance through customs, and

(iii) for the export of Contractors Equipment when it is removed from the Site.

### 2.3 Employer's

The Employer shall be responsible for ensuring that the

**Personnel**

Employer's Personnel and the Employer's other contractors on the Site:

- a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [*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 4.8 [*Safety Procedures*] and under Sub-Clause 4.18 [*Protection of 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, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [*Electricity, water and Gas*].

The notice shall be given as soon as practicable 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 (i) 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. Engineer****3.1 Engineer's Duties and Authority**

The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. 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 be deemed to 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. These assistants may include a resident engineer, and/or Independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.4 [*Determinations*].

Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority; and who are fluent in the language for communications defined in Sub-Clause 1.4 [*Law and Language*].

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. If an instruction constitutes a Variation, Clause 12 [*Variations and Adjustments*] shall apply.

The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. 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 may be).

### 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 each Party in an endeavour 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 both Parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination unless and until revised under Clause 19 [*Claims, Disputes and Arbitration*] and Clause 28 {Idle Period}

### 3.5 Management Meetings

The Engineer or the Contractor's representative may require the other to attend a management meeting in order to review the 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 General Obligations

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 construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, 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.

If the Contract specifies that the Contractor shall design any part of the Permanent Works, then

- (a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
- (b) these Contractor's Documents shall be in accordance with

the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [*Law and Language*], and shall include additional information required by the Engineer to add to the Drawings for co-ordination of each Party's designs;

- (c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
- (d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the "as-built" documents and operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 9.1 [*Taking over of the Works and Sections*] until these documents and manuals have been submitted 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 Tender.
- The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security shall be issued by an entity and from within a country (or other, jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.
- 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 19 [**Claims, Disputes and Arbitration**], 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 14.2 [**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 not later than 14 days from the date of issue of taking over certificate.
- 4.3 Contractor's Representative** The Contractor shall appoint 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 Subcontractors**

The Contractor shall not subcontract the whole of the Works.

The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. However, unless otherwise stated,

- (a) the Contractor shall not be required to obtain consent for the purchase of materials which are in accordance with the standards specified in the contract.
- (b) The prior consent of the Engineer shall be obtained to engage other proposed Subcontractors. In case subcontract is approved by Employer then;
  - (i) the Contractor shall give the Engineer not less than 28

days' notice of the intended date of commencement of each Subcontractor's work, and of the commencement of such work on the Site; and

- (ii) each subcontract shall include provisions, which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [*Assignment of Benefit of Subcontract*] (if or when applicable) or in the event of termination under Sub-Clause 14.2 [*Termination by Employer*].

- 4.5 Assignment of Benefit of Subcontract** If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.
- 4.6 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, Temporary Works or access arrangements, which are the responsibility of the Contractor. If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification.
- 4.7 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.
- The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.
- If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [*Contractor's Claims*] to:
- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [*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 (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

**4.8 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,
- (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 9 [*Employer's Taking Over*], and
- (e) provide any Temporary Works (including roadways, footways, guards and fences), which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

**4.9 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.

**4.10 Site Data**

The Employer shall have made available to the Contractor for his information, prior to the Base Date, drawings and documents of all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects will be made available for contractor's reference at Employers office on prior request. The Employer shall similarly make available to the Contractor all such data, which come into Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data. The drawings and documents will be made available for contractor's reference at employer's office on prior request.

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 or the Tender 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 Tender as to all relevant matters, including (without limitation):

- (a) the form and nature of the site, including sub-surface conditions,
- (b) the hydrological 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.

**4.11 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 4.10 [**Site Data**].

Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums; if any) and all things necessary for the proper execution and completion of the works and the remedying of any defects.

**4.12 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 Unforeseeable, the Contractor shall give notice to the Engineer within 24 Hrs.

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 12 [**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 19.1 [**Contractor's Claims**] to :

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [**Extension of Time for Completion**], and
- b) payment of any such Cost, which shall be indicated in the Contract Price.

After receiving such notice and inspecting and / or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.4 [**Determinations**] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in subparagraphs (a) and (b) above related to this extent.

However, before additional Cost is finally agreed or determined under subparagraph (b), the Engineer may also review whether

other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favorable conditions were encountered, the Engineer may proceed in accordance with Sub-Clause 3.4 [**Determinations**] to agree or determine the reductions in Cost which were due to these conditions, which may be indicated (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

The Engineer may take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which may be made available by the Contractor, but shall not be bound by any such evidence.



- 4.13 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.
- 4.14 Avoidance of Interference** of The Contractor shall not interfere unnecessarily or improperly with:
- (a) the convenience of the public, or
  - (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.
- 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 such unnecessary or improper interference/.
- 4.15 Access Route** The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel.
- These efforts shall include the proper use of appropriate vehicles and routes.
- Except as otherwise stated in these Conditions:
- (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
  - (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
  - (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route,
  - (d) the Employer does not guarantee the suitability or availability of particular access routes, and
  - (e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.
- 4.16 Transport of Goods** of Unless otherwise stated in the Particular Conditions:
- (a) the Contractor shall give the Engineer not less than 07 day's notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
  - (b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
  - (c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses

(including legal fees and expenses) resulting from the transport of goods, and shall negotiate and shall negotiate and pay all claims arising from their transport.

- 4.17 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 the Contractor's equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.
- 4.18 Protection of the Environment** 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.  
The Contractor shall ensure tat emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values indicated in the Specification, and shall not exceed the values prescribed by applicable Laws.
- 4.19 Site Facilities**
- Facilities Supplied by the Contractor**  
The Contractor shall supply all services, amenities, temporary structures including security fencing and storage compounds, machinery, buildings and construction equipment necessary for the proper execution of the Works at Site at his cost except for the items specified below, which will be provided by the Employer.
- Facilities Supplied by the Employer**  
The Employer will make available to the Contractor the following services which will be charged at the rates given below;
- (a) Allotment of **land** for Contractor's site establishment and lay down areas on rental basis at the prevailing SoR of NMPA.
  - (b) **Water**  
The Employer will provide a reasonable quantity of construction water at one point adjustment to the Contractor's work area. Any further reticulation to the Contractor's individual facilities shall be the Contractor's responsibility and cost. The Contractor shall be required to pay for water usage at the following rates subject to revision from time to time. The contractor shall note that this rate may vary during the contract period and water charges will be recovered at the rates as notified by NMP from time to time
  - (c) **Electric Power**  
The Employer will provide electric power at one point adjacent to the Contractor's work area. Any further reticulation to the Contractor's individual facilities shall be the Contractor's responsibility and cost. The Contractor shall be required to pay for electricity usage as per the

prevailing rates as relevant and applicable subject to revision from time to time. The Employer does not guarantee the continuity of power supply in the event of power failure the contractor shall be required to make its own arrangements for the provision of electric power.

(d) **Accommodation**

An area of 200 Sq-mt or more if required/ requested for accommodation for office space will be provided at convenient location within or outside custom notified area in the Port on chargeable basis at the prevailing SoR rates of NMPA for covered premises subject to availability.

(e) The Pilotage services for the navigation of the dredger in the harbor during the contract will be provided free of cost by the Employer upon receiving three days prior notice.

(f) The Employer will provide suitable alongside berth facilities to the Contractor for maintenance of the dredgers. In the event of Contractor taking the dredger for maintenance and / or bunkering to any place other than New Mangalore Port, all expenses would be borne by the Contractor

**4.20 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 outstanding at the completion date, stated in the Taking-Over Certificate for the Works.

Each report shall include:

- a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each Subcontractor,
- b) photographs showing the status of manufacture and of progress on the Site;
- c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
  - (i) commencement of manufacture,
  - (ii) Contractor's inspections,
    - (i) tests, and
    - (ii) shipment and arrival at the Site;
- d) the details described in Sub-Clause 5.10 [*Records of Contractor's Personnel and Equipment*];
- e) copies of quality assurance documents, test results and certificates of Materials;
- f) list of notices given under Sub-Clause 2.4 [*Employer's Claims*] and notices given under Sub-Clause 19.1 [*Contractor's Claims*];
- g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- h) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion In accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

**4.21 Security of the Site**

Unless otherwise stated:

- (a) the Contractor shall be responsible for keeping unauthorized persons off the Site, and
- (b) authorized 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 authorized personnel of the Employer's other contractors on the Site.

- 4.22 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 of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, 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, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfill obligations under the Contract.
- 4.23 Fossils** All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings. 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 be entitled subject to Sub-Clause 19.1 [**Contractor's** Claims] to :
- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [**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** The Contractor shall pay rates of wages, and observe conditions

- Conditions of Labour** 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 Labour Laws** The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.
- 5.5 Working Hours** No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the Appendix to Tender, unless:
- (a) otherwise stated in the Contract,
  - (b) the Engineer gives consent, or
  - (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer. The work will be allowed 24 x 7.
- 5.6 Facilities for Staff and Labour** 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.
- The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.
- 5.7 Health and Safety** The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against

accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

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.



**5.8 Contractor's  
Superintendence**

- (i) 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.

Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [*Law and Language*]) 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.

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.

- (ii) *Foreign Staff and Labour:*

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 appropriate arrangements for their return or burial.

- (iii) *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.

- (iv) *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.

- (v) *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.

- (vi) *Festivals and Religious Customs:*

**5.9 Contractor's Personnel**

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

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 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. Plant, Materials and Workmanship**

**6.1 Manner of Execution**

The Contractor shall carryout the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:

- (a) in the manner (if any) specified in the Contract,
- (b) in a proper workmanlike and careful manner, in accordance with recognized good practice, and
- (c) With properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

Clause 6.2 to 6.6 are General Conditions of Contract and shall be applicable if required, Particularly in cases where some civil works are clubbed with Land based Capital dredging works.

## 6.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information to the Engineer for consent prior to using the Materials, in or for the Works:

- (a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
- (b) Additional samples instructed by the Engineer as a variation. Each sample shall be labeled as to origin and intended use in the Works.

## 6.3 Inspection

The Employer's Personnel shall at all reasonable times:

- (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
- (b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

The Contractor shall give the Employer's Personnel full opportunity to carryout these activities, including providing access, facilities, permissions and safety equipment. No. such activity shall relieve the Contractor from any obligation or responsibility.

The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carryout the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if any when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.

## 6.4 Testing

This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).

The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carryout the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the works.

The Engineer may, under Clause 12 [**Variations and Adjustments**], vary the location o details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.

The Engineer shall give the Contractor not less than 24 hours notice of the Engineer's intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer's presence.

If the Contractor suffers delay and / or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [**Contractor's Claims**] to :

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [**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.

The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.

**6.5 Rejection**

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall pay these costs to the Employer.

**6.6 Remedial Work**

Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to :

- (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
- (b) remove and re-execute any other work which is not in accordance with the Contract, and
- (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under subparagraph (c). If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall pay to the Employer all costs arising from this failure.

**6.7 Ownership of Plant and Materials**

Each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:

- (a) when it is delivered to the Site;
- (b) when the Contractor is entitled to payment of the value of the Plant and Materials under Sub-Clause 7.10 [***Payment for Plant and Materials in Event of Suspension***].

**6.8 Royalties**

Royalty may not be applicable for dredging work.

**7. Commencement, Delays and Suspension****7.1 Commencement of Work**

The Engineer shall give the Contractor not less than 7 day's notice of the Commencement date. The Contractor shall commence the execution of the works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.

**7.2 Time of Completion, Compensation for Delay to Contractor's Negligence**

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including :

- (a) achieving the passing of the Tests on Completion, and
- (b) Completing all work, which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking over under Sub-Clause 9.1 [**Taking over of the Works and Sections**]?
- (c) Time period for completion of work shall be
  - Post Monsoon Dredging – 120 days commencing from 1<sup>st</sup> of October each year.

In the event of the Contractor failing to complete the work in all respects within the time specified or within the extended time that may be allowed by the Engineer as per the terms of the Contract, hereof the Contractor shall pay or allow the Board to recover a sum equal to **1% of contract value per week or part thereof** subject to a maximum of 10% of the Contract value **Post Monsoon Dredging. As Liquidated damages With reference to Appendix to tender.**

### **7.3 Programme**

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receiving the notice under Sub-Clause 7.1 [**Commencement of Works**]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations Each programme shall include:

- (a) the order in which the (Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
- (b) the sequence and timing of inspections and tests specified in the Contract, and
- (c) a supporting report which includes:
  - i) a general description of the methods which the Contractor intends to adopt; and of the major stages, in the execution of the Works, and
  - j) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled

to rely upon the programme when planning their activities.

The Contractor shall promptly give notice to the Engineer of specific probable future events or circumstances, which may adversely affect the work, increase the Contract Price or delay the execution of the works. The Engineer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and / or a proposal under Sub-Clause 12.3 [**Variation Procedure**].

If, at any time, the Engineer gives notice to the Contractor that a 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 in accordance with this Sub-Clause.

#### 7.4 Extension of Time for Completion

The Contractor shall be entitled subject to Sub-Clause 19.1 [**Contractor's Claims**] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 9.1 [**Taking Over of the Works and Sections**] is or will be delayed by any of the following causes:

- (a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 12.3 [**Variation Procedure**]) or other substantial change in the quantity of an item of work included in the Contract,
- (b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
- (c) exceptionally adverse climatic conditions,
- (d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
- (e) 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.
- (f) Idle Period determined as per clause 28}

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 19.1 [**Contractor's Claims**]. When determining each extension of time under Sub-Clause 19.1, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time. Further, extension of contract period shall be decided by the Engineer as per tender condition including periods where idle charge is paid.

#### 7.5 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 7.4 [**Extension of Time for Completion**] and Clause 28 [**Idle Period**].

#### 7.6 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 7.4, [**Extension of Time for Completion**], then the Engineer may instruct the Contractor to submit, under Sub-Clause 7.2 [**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



working hours and / or in the numbers of Contractor's Personnel and / or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall pay these costs to the Employer based on the determination of the Engineer.

- 7.7 Contractor's Responsibility** Notwithstanding the payment of liquidated damages if any under Clause 7.2, this shall not relieve the Contractor from his obligation to complete the work or from any other obligations / liabilities under this contract.
- 7.8 Suspension of Work** The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.  
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 7.9, 7.10 and 7.11 shall not apply.
- 7.9 Consequences of Suspension** If the Contractor suffers delay and / or incurs Cost from complying with the Engineer's instructions under Sub-Clause 7.8 [**Suspension of Work**] and / or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [**Contractor's Claims**] to:
- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [**Extension of Time for Completion**], and
  - (b) payment of any such Cost, 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.  
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, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 7.8 [**Suspension of Work**]. And Clause 28 [**Idle Period**].
- 7.10 Payment for Plant and Materials in Event of Suspension** The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and / or Materials which have not been delivered to Site, if :
- (a) the work on Plant or delivery of Plant and / or Materials has been suspended for more than 28 days, and
  - (b) the Contractor has marked the Plant and / or Materials as the Employer's property in accordance with the Engineer's instructions.
- 7.11 Prolonged Suspension** If the suspension under Sub-clause 7.8 [**Suspension of Work**] has continued for more than 84 days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 12 [**Variations and Adjustments**] of the affected part of the Works. If the

suspension affects the whole of the works, the Contractor may give notice of termination under Sub-Clause 15.2 [***Termination by Contractor***].

**7.12 Resumption of Work** After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.

## **8. Tests on Completion**

**8.1 Contractor's Obligations** The Contractor shall carryout all tests as per MoE& F guidelines during course of execution or on Completion in accordance with this Clause and Sub-Clause 6.4 [**Testing**], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [**Contractor's General Obligations**], on the dredged material, testing, analyzing the quality of water for adopting environmental safeguards, minimizing detrimental inputs enhancing the beneficial aspects of the project and for effective management of the environmental resources affected by the project at his cost. No additional changes on any such account shall be payable by the Employer.

The Contractor shall give to the Engineer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on completion. Unless otherwise agreed, Tests on completion shall be carried out within 14 days after this date, on such days or days as the Engineer shall instruct. In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

### **8.2 Delayed Tests**

If the Tests on Completion are being unduly delayed by the Employer, Sub-Clause 6.4 [**Testing**] (fifth paragraph) and / or Sub-Clause 9.3 [**Interference with Tests on Completion**] shall be applicable.

If the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.

If the Contractor fails to carryout the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

**8.3 Retesting**

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 6.5 [**Rejection**] shall apply, and the Engineer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

**8.4 Failure to Pass Tests on Completion**

If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub Clause 8.3 [**Retesting**], the Engineer shall be entitled to:

- (a) order further repetition of Tests on Completion under Sub-Clause 8.3;
- (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be)
- (c) issue a Taking-Over Certificate, if the Employer so requests.

In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under Sub-Clause 3.4 [**Determinations**].

**9. Employer's Taking Over****9.1 Taking over of the Works and Sections**

Except as stated in Sub-Clause 8.4 [**Failure to Pass Tests on Completion**], 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 7.2 [**Time for Completion**] 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.

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 Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.

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 this Sub-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 in accordance with the Contract, the Taking Over Certificate shall be deemed to have been issued on the last day of that period.

## 9.2 Taking Over of Parts of the Works

The Engineer may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works. The Employer shall not use any part of the Works (Other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before Taking-Over Certificate is issued:

- (a) the part which is used shall be deemed to have been taken over as from the date on which it is used,
- (b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and
- (c) if requested by the Contractor, the Engineer shall issue a Taking-Over Certificate for this part.

After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry' date of the relevant Defects Notification Period.

If the Contractor incurs Cost as a result of the Employer taking over and / or using a part of the 'Works', other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (i) give notice to the Engineer and (ii) be entitled subject to Sub-Clause 19.1 [**Contractor's Claims**] to 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 this Cost and profit.

## 9.3 Interference with Tests on Completion

If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.

The Engineer shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carryout the Tests/Survey on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer shall require the Tests on Completion to be carried out by giving 14 days notice and in accordance with the relevant provisions of the Contract.

If the Contractor suffers delay and / or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [**Contractor's Claims**] to :

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [***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.



- 9.4 Surfaces Requiring Reinstatement** Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.
- 10. Defects Liability** There is no defect liability period for this contract.
- 10.1 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.
- 10.2 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 pay the outstanding balance to the Employer.
- 11. Measurement and Evaluation (Technical specifications, Clause-8)**
- 11.1 Works to be Measured** The Works shall be measured, and valued for payment, in accordance with this Clause. Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:
- (a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and
  - (b) supply any particulars requested by the Engineer.
- If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate. Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate. If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are

asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them. If the Contractor does not so give notice to the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.

- 11.2 Method of Measurement** of Except as otherwise stated in the Contract and notwithstanding local practice:
- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and
  - (b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.
- 11.3 Evaluation** Except as otherwise stated in the Contract, the Engineer shall proceed in accordance with Sub-Clause 3.4 [*Determinations*] to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 11.1 and 11.2 and the appropriate rate or price for the item.
- For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work. However, a new rate or price shall be appropriate for an item of work if:
- (a)
    - (i) the measured quantity of the item is changed by more than 10% from the quantity of this item in the Bill of Quantities or other Schedule,
    - (ii) this change in quantity multiplied by such specified rate for this item exceeds 0.01% of the Accepted Contract Amount,
    - (iii) this change in quantity directly changes the Cost per unit quantity of them item by more than 1%, and
    - (iv) this item is not specified in the Contract as a "fixed rate item";
  - or
  - (b)
    - (i) the work is instructed under Clause 12 [*Variations and Adjustments*], no rate or price is specified in the Contract for this item, and
    - (ii) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.
- Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in sub-paragraph (a) and/or (b), as applicable. If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable cost of executing the work, together with reasonable profit, taking account of any other relevant matters.
- Until such time as an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates.
- 11.4 Omissions** Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if :

- (a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
- (b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- (c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Engineer accordingly, with supporting particulars. Upon receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.4 [*Determinations*] to agree or determine this cost, which shall be included in the Contract Price.

## 12. Variations and Adjustments

### 12.1 Right to Vary

**(+) 20% (Plus Twenty).** The Engineer shall make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the contractor to do and the contractor shall do any of the following;

- (a) Increase the quantity of any work included in the contract.
- (b) Omit any such work (partially or fully).
- (c) Change the character or quality or kind of any such work.
- (d) Change the levels, lines, position and dimension of any part of the work.
- (e) Execute additional work of any kind necessary for the completion of the work.
- (f) Change any specified sequence or timing of dredging of any part of the works.

No such variation shall in any way vitiate or invalidate the contract, but the effect, if any, of all such variations shall be valued in accordance with clause-12.2, provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the contractor. The contractor shall not make any variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

### 12.2 procedure

#### Valuation

All variations referred to in clause 12.1 shall be valued in the following manner:-

- (a) at the rates and prices set out in the contract if, in the opinion of the Engineer, the same shall be applicable.
- (b) If the contract does not contain any rates or prices applicable to the varied work, the rates and prices in the contract shall be used as the basis for valuation so far as may be reasonable failing which after due consultation by the Engineer with the contractor, suitable rates or prices shall be agreed upon between the Engineer and the contractor.
- (c) In the event of disagreement the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the contractor accordingly.

Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with clause-13.

**12.3 Price adjustment**

The contract price will be subjected to adjustment on account of variation of price of diesel according to the formula below:-

$$V = 0.85 \times Q \times R \left\{ \frac{P - P_o}{P_o} \right\}$$

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

P<sub>o</sub> = Average price of high speed diesel (HSD) fixed by the IOCL/BPCL/HPCL in the concerned area/ Port, on the date of opening of bids.

P = Average price of high speed diesel (HSD) fixed by the IOCL/BPCL/HPCL in the concerned area / Port, for the month under consideration.

Q = 0.25 Fuel element factor

R = Value of the work during the month under consideration as per relevant item of Bill of Quantities.

**NB:**

- a. 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.
- b. The price variation Clause 12.3 is also applicable for the second year dredging.
- c. The price variation clause 12.3 is also applicable for increase or decrease of Diesel.

**12.4 Payment**  
**Applicable Currencies**  
**12.5 Provisional Sums**

All the payments under this contract shall be made in the currency indicated in the Appendix to tender.

Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed. For each Provisional Sum, the Engineer may instruct:

- (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 12.3 [*Variation Procedure*]; and/or
- (b) Plant, Materials or services to be purchased by the Contractor, and for which there shall be included in the Contract Price:
  - (i) the actual amounts paid (or due to be paid) by the Contractor, and
  - (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Appendix to Tender shall be applied.

The Contractor shall; when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

### **12.6 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 governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

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 to Sub-Clause 19.1 [*Contractor's Claims*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [*Extension of Time for Completion*], and
- (b) payment of any such Cost, 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.

## **13. Contract Price and Payment**

### **13.1 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 12.6 [*Adjustments for Changes in Legislation*];
- (c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:
  - (i) of the Works which the Contractor is required to execute, or
  - (ii) for the purposes of Clause 11 [*Measurement and Evaluation*];

### **13.2 Advance Payment**

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

### **13.3 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 4.20 [*Progress Reports*].

The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed;

- (a) the contract value 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 12.6 [*Adjustments for Changes in Legislation*] and Clause 24 [*Special Conditions of Contract*];
  - (c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Appendix to Tender to the total of the above amounts;
  - (d) any amounts to be deducted towards repayments of advances in accordance with Sub-Clause 13.2 [*Advance Payment*];
  - (e) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 19 [*Claims, Disputes and Arbitration*]; and
  - (f) the deduction of amounts certified in all previous Payment Certificates.

- 13.4 Schedule of Payments**
- (a) the installments quoted in this schedule of payments shall be the estimated contract values for the purposes of subparagraph (a) of Sub-Clause 13.3 [*Application for Interim Payment Certificates*];
  - (b) if these installments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less than that on which this schedule of payments was based, then the Engineer may proceed in accordance with Sub-Clause 3.4 [*Determinations*] to agree or determine revised installments, which shall take account of the extent to which progress is less than that on which the installments were previously based.
- 13.5 Issue of Interim Payment Certificates**
- No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Engineer shall, within 15 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. 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 Tender. 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.
- 13.6 Payment**
- The Employer shall pay to the Contractor:
- (a) the amount certified in each Interim Payment Certificate within 28 days after the Engineer receives the Statement and supporting documents. The final payment will be made within 56 days as per clause no 13.6 ( b ) on submission of all

required documents.  
(b) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate. Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country for this currency) specified in the Contract.

**13.7 Delayed Payment-  
Not applicable**

If the Contractor does not receive payment in accordance with Sub-Clause 13.6 [*Payment*], the Contractor shall be entitled to receive interest on the delayed payments beyond the stipulated period of payment. The interest payable on such delayed payments shall be @ EBR plus 2%. The EBR shall mean EBR of State Bank of India as on the due date of payment. The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.

**13.8 Retention Money**

Retention money shall be deducted from each running bill @ 5% subject to a maximum accumulation of 5% of contract price.

In case the Dredging firm does not own the dredger and plans to execute the maintenance dredging work by other modes of arranging the dredger by wet leasing, hiring etc. the above firm has to pay additional security deposit of 5% in addition to the security deposit indicated in the tender. The details of arranging the dredgers for the work with "irrevocable letter of Authority" from the owner to be produced by the bidder to the effect that the dredger so chartered / hired shall not be withdrawn till completion of work.

Retention Money shall be refunded within 14 days from the date of payment of final bill without interest.

If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money corresponding to value of the Work taken over shall be certified and paid.

However, if any work remains to be executed under Clause 10 [*Defects Liability*], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed.

When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 12.6 [*Adjustments for Changes in Legislation*] and Clause 24 [*Special Conditions of Contract*].

**13.9 Statement at  
Completion**

Within 28 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer four copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 13.3 [*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 shall then certify in accordance with Sub-Clause 13.5 [*Issue of Interim Payment Certificates*].

**13.10 Application for Final Payment Certificate**

Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

However if, following discussions between the Engineer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer (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 under Sub-Clause 19.3 [*Amicable Settlement*], the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement.

**13.11 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.

**13.12 Issue of Final Payment Certificate**

Within 28 days after receiving the Final Statement and written discharge in accordance with Sub-Clause 13.10 [***Application for Final Payment Certificate***] and Sub-Clause 13.11 [***Discharge***], the Engineer shall issue, to the Employer, 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 13.10 [***Application for Final Payment Certificate***] and Sub-Clause 13.11 [***Discharge***], the

Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Engineer shall issue a Final Payment Certificate for such amount as he fairly determines to be due.

- 13.13 Cessation of employer's Liability** of 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 13.9 [**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.
- 13.14 Currencies of Payment** of The Contract Price shall be paid in the currency or currencies named in the Appendix to Tender.
- (i) payments and deductions under Sub-Clause 12.5 [**Provisional Sums**] and Sub-Clause 12.6 [**Adjustments for Changes in Legislation**] shall be made in the above currencies and
  - (ii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 13.3 [**Application for Interim Payment Certificates**] shall be made in the above currencies;
- (a) payment of the damages specified in the Appendix to Tender shall be made in the above currencies;
  - (b) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;
  - (c) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer. To the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor and
  - (d) for the provisions in (b) above, if no rates of exchange are stated in the Appendix to Tender, they shall be those prevailing on the Base Date and determined by the central bank of the Country.
- 14. Termination by Employer**
- 14.1 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.
- 14.2 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 14.1 [*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 7 [**Commencement, Delays and Suspension**], or
  - (ii) to comply with a notice Issued under Sub-Clause 6.5 [**Rejection**] or Sub Clause 6.6 [**Remedial Work**], 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 Sub-Contractors 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.

- 14.3 Valuation at Date of Termination** As soon as practicable after a notice of termination under Sub-Clause 14.2 [*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.
- 14.4 Payment after Termination** After a notice of termination under Sub-Clause 14.2 [*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 14.3 [*Valuation at Date of Termination*]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.
- 14.5 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 15.3 [*Cessation of Work and Removal of Contractor's Equipment*] and shall be paid in accordance with Sub-Clause 18.6 [*Optional Termination, Payment and Release*].
- 15. Suspension and Termination by Contractor**
- 15.1 Contractor's Entitlement to Suspend Work** If the Engineer fails to certify in accordance with Sub-Clause 13.5 [*Issue of Interim Payment Certificates*] or Sub-Clause 13.6 [*Payment*], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.
- The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 13.7 [*Delayed Payment*] and to termination under Sub-Clause 15.2 [*Termination by Contractor*].
- If the Contractor subsequently receives such Payment Certificate, evidence of payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the

Contractor shall resume normal working as soon as is reasonably practicable.

If the Contractor suffers delay and/or incurs Cost as a result of suspension of work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [*Contractor's Claims*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [*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.

- 15.2 Termination by Contractor** The Contractor shall be entitled to terminate the Contract if:
- (a) The Engineer fails, within 56 days after receiving a Statement and supporting documents; to issue the relevant Payment Certificate,
  - (b) The Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 13.6 [*Payment*] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.4 [*Employer's Claims*],
  - (c) The Employer substantially fails to perform his obligations under the Contract,
  - (d) The Employer fails to comply with Sub-Clause 1.6 [*Contract Agreement*]
  - (e) A prolonged suspension affects the whole of the Works as described in Sub Clause 7.11 [*Prolonged Suspension*], or
- In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract.
- The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.
- 15.3 Cessation of Work and Removal of Contractor's Equipment** After a notice of termination under Sub-Clause 14.5 [*Employer's Entitlement to Termination*], Sub-Clause 15.2 [*Termination by Contractor*] or Sub-Clause 18.6 [*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.
- 15.4 Payment on Termination** After a notice of termination under Sub-Clause 15.2 [*Termination by Contractor*] has taken effect, the Employer shall promptly:
- (a) return the Performance Security to the Contractor,
  - (b) pay the Contractor in accordance with Sub-Clause 18.6 [*Optional Termination, Payment and Release*], and
  - (c) pay to the Contractor the amount of any loss of profit or other loss or damage sustained by the Contractor as a result of this termination.

## 16. Risk and Responsibility

### 16.1 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 17.3 [*Insurance Against Injury to Persons and Damage to Property*].

## 16.2 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 9.1 [*Taking Over of the Works and Sections*]) for the works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate 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 16.3 [*Employer's 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.

## 16.3 Employer's Risks

The risks referred to in Sub-Clause 16.3 below are:

- (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 Subcontractors,
- (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) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and
- (g) any operation of the forces of nature which is Unforeseeable or against, which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.

## 16.4 Consequences of

If and to the extent that any of the risks listed in Sub-Clause 16.3

**Employer's 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 19.1 [*Contractor's Claims*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [*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-paragraphs (f) and (g) of Sub-Clause 16.3 [*Employer's 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.

**16.5 Intellectual and Industrial Property Rights**

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

- 16.6 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 15.4 [*Payment on Termination*] and Sub-Clause 16.1 [*Indemnities*].  
The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [*Electricity, Water and Gas*], Sub-Clause 16.1 [*Indemnities*] and 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.
- 17. Insurance**
- 17.1 Requirement for Insurances** **General for** The Contractor shall be responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.  
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 Tender (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 17.2 [*Insurance for Contractor's Equipment*] and Sub-Clause 17.3 [*Insurance against Injury, 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 other 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 19.1 [*Contractor's Claims*], as applicable.

**17.2 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 sub-paragraph (a) of Sub-Clause 17.1 [*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 (including those under Clause 10 [*Defects Liability*]).

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' 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 16.3 [*Employer's Risks*],
- (b) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub Clause 16.3 [*Employer's Risks*], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the Appendix to Tender (if an amount is not so stated, this sub-paragraph (d) shall not apply), and
- (c) may however exclude loss of, damage to, and reinstatement of:
  - (i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
  - (ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship.
  - (iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and
  - (iv) goods while they are not in the Country.

If, more than one year after the Base Date; the cover described in sub-paragraph (b) above ceases to be available at commercially reasonable terms, the Contractor shall give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to Sub-Clause 2.4 [*Employer's Claims*] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 17.1 [*General Requirements for Insurances*].

**17.3 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 17.2 [*Insurance for Contractor's Equipment*] or to any person (except persons insured under Sub-Clause 17.4 [*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.

This insurance shall be for a limit per occurrence of not less than the amount stated in the Appendix to Tender, with no limit on the number of occurrences. If an amount is not stated in the Appendix to Tender, this Sub-Clause shall not apply.

Unless otherwise stated in the Particular Conditions, the insurance 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 Employer's property (except things Insured under Sub-Clause 17.2) arising out of the contractors 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 16.3 [*Employer's Risks*], except to the extent that cover is available at commercially reasonable terms.

**17.4 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 Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliances with this Clause.

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.

## **18. Force Majeure**

### **18.1 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 civil war,
- (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, ionizing 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.

### **18.2 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.

### **18.3 Duty to Minimise Delay**

Each Party shall at all times use all reasonable endeavors to minimize 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.

### **18.4 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 18.2 [*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 19.1 [*Contractor's Claims*] to

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [*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 18.1 [*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.

- 18.5 Force Majeure Affecting Subcontractor** If any Subcontractor 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.
- 18.6 Termination, Payment and Release** **Optional** 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 18.2 [*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 15.3 [*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;  
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); and
- 18.7 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 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 18.6 [*Optional Termination, Payment and Release*] if the Contract had been terminated under Sub-Clause 18.6.

## **19. Claim, disputes and Arbitration**

### **19.1 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 7.4 [*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.

<b>19.2 Settlement</b>	<b>Amicable</b>	<p>In case of any disputes, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.</p> <p>Unless settled amicably, disputes shall be settled by arbitration under the provisions of Indian Arbitration and Conciliation Act-1996. As per this, Dispute Resolution Board shall be set up with representatives of both parties on award of work to continuously facilitate resolution of issues. The place of arbitration shall be New Mangalore Port / State Capital.</p>
<b>19.3 Arbitration</b>		<p>Incentive of 1% per month or ¼% per week subject to ceiling of 5% of contract value.</p>
<b>20. Incentive for Completion-</b>	<b>Early Not applicable</b>	
<b>21. Explosives</b>		-Deleted-
<b>22. Property Excavated Materials</b>	<b>in</b>	<p>All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found during/dredging shall be placed under the care and authority of the Employer.</p>
<b>23. Drawings&amp; Designs</b>		<p>(a) General details of the Works are shown on the drawings accompanying this tender 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.</p> <p>(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</p>

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-contractors work.

- (c) The complete sets of tracing of 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.

- 24. Filling in Holes and Trenches** The Contractor immediately upon completion of any work under the contract shall at his own expenses fill up all holes or trenches which have been made or dug, level or remove mounds of earth that may have been made and clear away all rubbish occasioned in the execution of the works or temporary works. The contractor shall bear and pay all costs, charges, damages and expenses which may be incurred or sustained on account or in consequence of any accident which may happen by reason of holes and trenches connected with the work being left unfenced or materials being left or placed in improper situations.
- 25. Contract Supersedes Previous Documents** The Contractor shall have no right to any increase in the rates in the Bill 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 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.
- 26. 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.
- 27. Mobilization and Demobilization fees** The clause is not applicable.
- 28. Idle time** -Deleted-
- 29. Goods Service Tax** GST at applicable rates be paid extra along with running account bill at the rate prescribed by the Govt. from time to time on production of the relevant documentary evidence.
- a) The tenderer shall submit copy of valid GST registration certificate at the time of submitting tenders.
  - b) The bill claim shall be submitted in two separate part viz, bill



amount and corresponding applicable GST.

- c) EMD, LD and SD are subject to levy of GST on recovery of the same after invoking /appropriate condition on the subject.

**30. Security clearance**

Bidders shall submit the application for security clearance in the prescribed format **(Annexure E)**

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 tender

## CONDITIONS OF PARTICULAR APPLICATION – PART – II

The conditions of contract shall be the General Conditions (Part I) as modified or added to by the following conditions of Particular Application (Part II) herein which shall be read and constitute with the General Conditions (Part I) as if they were incorporated therein. In so far as any of the Conditions of Particular Application may conflict or be inconsistent with any of the General Conditions (Part I) & the Conditions of Particular Application (Part-II) shall prevail.

The scope of work under this contract is only for maintenance of the existing channel and lagoon area. The relevant clauses for maintenance dredging will have to be read in accordance with the scope of work. The scope of work does not include the Civil Engineering works. As such, the relevant clauses pertaining to Civil Engineering works are not applicable.

### 2.4 Employer's Claims

**Delete the following sentences in sub-clause 2.4**

In the 2<sup>nd</sup> line of the 1<sup>st</sup> Paragraph, delete the sentence *"and/or to any extension of the Defects Notification Period,"*

In the 2<sup>nd</sup> line of the 2<sup>nd</sup> Paragraph, delete the sentence *"A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period."*

In the 6<sup>th</sup> line of the 3<sup>rd</sup> Paragraph, delete the sentence *"and/or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 10.3 [Extension of Defects Notification Period]."*

### 4.19 Site Facilities

Add new sub-clause after sub-clause 4.19

#### 4.19.1. Water Supply

Water to the extent available will be supplied to the Contractor at a fixed point on the main water supply line within the Port area. The plumbing connection and extension of necessary supply to the working area will be arranged by the Contractor at his own cost. The Contractor shall also provide a water meter at his own cost for metering the quantity of water used. Water supplied in the water front area (through short line) to the barges/dredgers will be charged as per SOR and the service charges as applicable will be borne by the Contractor.

#### 4.19.2. Power Supply

Power supply will be provided to the Contractor to his office within the Port area at the rates applicable. The installation of the power supply meter and any

other official formalities with regard to the power installation will be done by the Contractor himself.

The supply of water and power by the Port will be subject to availability in addition to the conditions covered under 12 & 13. For non-supply of water and power at any stage, the Port shall not be responsible and the Contractor shall have no claim whatsoever.

**4.19.3. Fuel Supply**

Fuel, oil and other consumables required for the dredger/s shall be arranged by the Contractor at his own cost.

**4.19.4. Provision for Site Staff of Engineer**

After the issue of Engineer's notice to commence, the Contractor shall as soon as possible, make available the facilities for the staff of the Engineer at the site of Work, all to the approval of the Engineer or his Representative and the Contract Price shall be deemed to be inclusive of the provision for these facilities. Provide and maintain, throughout the period of Contract, Office accommodation at Site with suitable furniture for the office, with electricity and water supply and adequate ventilation for the sole use of Engineer's Representative and his staff at the cost of the Contractor.

**4.19.5. Other Facilities – Survey Launch, Routine Boat etc.**

The Contractor shall make available to the Engineer/authorised Surveyor of the Employer and his representatives the use of survey launch, the services of experienced chainmen and other trades men as and when required by the Engineer/authorised surveyor of the Employer/ for assisting in measuring, supervising, checking or testing the Works at any time at his cost. The berth charges for the survey launch, routine boat, dredger for berth face dredging and for other crafts to be deployed for the dredging work during the contract period are to the account of Employer.

**13.1 The Contract Price**

Add the following sub Clauses after 13.1 (c)

**d) Foreign Taxation**

The contract price shall include taxes, duties and other charges imposed outside the Employer's country on production, manufacture, sale and transport of the Contractor's Equipment, Plant, materials and supplies to be used on or furnished under the Contract, and on the services performed under the Contract.

**e) Local Taxation**

The contract price shall include all customs duties, excise duties, import duties, business taxes, income tax and other taxes except Goods service tax that may be levied in accordance to the laws and regulations is being as of the date 14 days prior to the closing date for submission of bids in the Employer's country. Nothing in the contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer's country. Deduction of Income Tax shall be made by the Employer from each Certificate of Payment to the Contractor at the applicable rates, on the gross amount of the Contractor's bill for payment.

**f) Customs Dues etc.**

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

The Contractor shall pay (and the rates and prices entered in the Bill of Quantities shall include) all customs or other import duties, harbour dues, port charges, tolls, pilotage, landing charges, wharfage and local imports and dues and all other costs, charges and imports for the equipment and materials imported into India in connection with the works.

**13.2 Advance Payment**

Advance Payment Sub-Clause **13.2 Deleted.**

**13.6 Payments**

Payments Sub-Clause 13.6 (b) Deleted, It may read as following,

- (d) the amount certified in the Final Payment Certificate for the respective year will be made after approval of Competent Authority. The final payment will be made within 56 days as per clause 13.6 (b) on submission of all the required documents for the respective year.

**13.7 Delayed Payments**

Delayed Payment Sub-Clause 13.7 Deleted

**20. Incentive for Early Completion- deleted.**

**21. Explosives**

**Add the following after Clause 21**

### 21.1 Use of Explosives

Except as may be provided in the Contract or ordered or authorized by the Engineer, the Contractor shall not use explosives. Where the use of explosives is so provided or ordered or authorized the Contractor shall comply with the following requirements.

- a) The Contractor shall at all times take every possible precaution in and shall comply with the appropriate Laws and Regulations relating to the importation, handling, transportation, storage and use of explosives and shall at all times when engaged in blasting operations post sufficient warning flagmen to the full satisfaction of the Engineer.
- b) The Contractor shall at all times make full liaison with and inform well in advance and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected or likely to be concerned or affected by blasting operations.
- c) The Contractor shall pay all license fees and charges which may be required for storage or in respect of any other matter whatsoever.

### 31. Berth Face Dredging Equipment

The Insitu Dredging Equipment with allied equipment to clean/dredge the area **within 0 to 07 meter** from the berth face shall be available minimum 90days of the contract period for Post Monsoon Dredging. The same will be released by the Port only after achieving the required depth at the completion of work.

### **32. TSHD Dredger/ Dredger deployed for Berth face dredging.**

The dredger deployed for the work to carry out the work of item No.1 and 2 of BOQ shall be available until the completion of the work. The dredgers will be released by the Port only after achieving the required depth as per the Contract.

33. The Contractor shall achieve the desired depth as specified in the BOQ. In the event of failure of contractor to achieve the desired depth as specified above, the Contractor shall be liable for a penalty amounting to 5 times the value of work not executed.

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NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT  
**Tender No:** CIVIL/CE(C)/EE(C)/14/2023-24 **Date:** 27-05-2020

**Tender for**

“Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24, 2024-25 & 2025-26 (3 Years)

**Volume I**

- i) Notice Inviting Tenders
- ii) Instructions to Tenderers
- iii) General Conditions of Contract
- iv) **Technical Specifications**
- v) Additional Conditions of Contract
- vi) Appendix to Tender
- vii) Drawings

**Volume II**

- i) Form of Bid
- ii) Bill of Quantities

#### iv) TECHNICAL SPECIFICATIONS

### 1. PROJECT AND SITE INFORMATION

#### Location

The Port of New Mangalore is situated at latitude 12° 55' 06.2" North and longitude 74° 46' 17.6". East on the South-West coast of India is a major artificial Harbour. The location of New Mangalore Port is shown in the drawing.

### 2. PROJECT BACKGROUND

New Mangalore Port intends to carryout annual Post Monsoon maintenance dredging of its approach channel, lagoon and alongside berths for the years 2023-2024 ,2024-25 & 2025-26. Post Monsoon Dredging is carried out for a period of 120 days commencing from 1st of October each year by deploying TSHD on in situ basis. The berth face dredging may be carried out through Grab/ bucket/ WID/CSD of any suitable dredger

### 3. SITE INFORMATION

#### 3.1 Tides

The tidal particulars in the New Mangalore Port are as follows:

Higher high water springs	-	+ 1.68 m	Chart Datum
Mean higher high water	-	+ 1.48 m	-do-
Mean lower high water	-	+ 1.26 m	-do-
Mean Sea level	-	+ 0.95 m	-do-
Mean lower low water	-	+ 0.26 m	-do-
Lower low water springs	-	+ 0.03 m	-do-

As solstices

The Chart Datum at New Mangalore Port is 0.97 m below Mean Sea Level.

#### 3.2 Wind

The Winds in Mangalore area in the monsoon months of June, July and August are predominantly from South-West and West with a maximum intensity of force 5 on the Beauport Scale. The winds in the remaining months of the year predominantly from the North West and the maximum intensity during this period is also 5 in the Beauport Scale.

#### 3.3 Waves

The predominant direction of waves at open sea in the vicinity of Mangalore Port during the monsoon months of June, July and August is West and South-West whereas the predominant direction during the fair months is north-west and north. Analysis of the data collected from ships in and around Mangalore revealed that 0.4% of the waves have a height of 4.9 meters above. The wave heights in the non-monsoon months are much less.

Inside the harbour, generally clam conditions prevail throughout the year as is well protected from outside waves by Long Breakwater on either side of the Outer Approach Channel

### **3.4 Humidity**

The humidity is high through out the year. From June to September during monsoon the humidity ranges from 90 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%

### **3.5 Visibility**

Generally visibility is excellent except for a few days during monsoon.

### **3.6 Rainfall**

The climate is characterized by dry and wet seasons. The wet season starts in later May and ends in November. The major monsoon is south west monsoon which lasts from June to September. This is followed by North East Monsoon during October and November. The average annual rainfall is about 3330 mm, a major portion of which falls down during south-west monsoon.

### **3.7 Air Temperature**

Mangalore experiences moderate temperature through out the year. The temperature varies from 22°C to 36°C. The low temperature occurs during south west monsoon December and January. The hot months are from March to May.

## **4. Water Currents**

The currents along the coast during south-west monsoon (from February to September) is in general towards south (from 160° to 200° bearing). During the North-East monsoon (from November to January) the currents in general are towards north (from 0° to 40° and 320° to 360° bearing). In the approach channel region covered by breakwater, the current direction lags 60 to 80 behind the coastal currents. The current in the lagoon area further lags behind the approach channel current by another 6°. The subsurface current on an average leads the surface current by 10° to 15°.

The magnitude of the current outside the lagoon area during the monsoon season is about 1 to 1.5 knots has been experienced by pilots.

## **5. Sediments**

The bed materials in the Outer Approach Channel and lagoon mainly consists of very fine silt and a small percentage of clay and fine sand.

## **6. Limits of Tolerance for dredging**

The dredging shall be carried out to the design levels. The maximum limit of tolerance for dredging is as follows:

Vertical	-	+ 300 mm
Horizontal	-	+ 2000 mm



The quantity dredged within the tolerance limit shall be measured and paid at the respective quoted rates as specified in the Bill of Quantities. Since, different depths are to be maintained in different areas, slopes framed while dredging for connecting different levels shall be measured and paid for as per joint pre and post dredging evaluation charts.

### **7. Side slopes**

Side slopes in the outer Approach Channel shall be between 1 in 10 minimum to 1 in 20 maximum from chainage 0 m. to chainage 7500m. For carrying out dredging in slope area, channel buoys will be shifted by the Port at free of cost on Contractor's request. Slopes in the lagoon and Extension Lagoon are as per actual slopes beyond 1 in 20 is not payable.

### **8. Hydro graphic Survey**

#### **8.1 Survey**

The berth faces joint surveys to be carried out by lead line method. Berth face (0 mtr & at 2 mtr ). The berth face dredging in the oil dock arm must cover the entire length of the jetty (northern most dolphin to southern most dolphin of each oil berth) including behind the berth face.

#### **8.2 Work Set out and Hydro graphic Survey**

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

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

In case of all dredging works pre and post dredging hydro-graphic surveys must be carried out. These surveys may be jointly by the port and the dredging contractor and through third party survey agencies (third party payments will be borne by the Port). This survey shall establish the basis for payment to the dredging Contractor. Survey of the area to be dredged shall be by hydro graphic techniques.

#### **8.3 Survey launch / Boat**

The surveys shall be carried out in owned / hired steel / wooden survey boats of dredging contractor with side mounted transducer having a draft around 1 meter, with survey boats

having maximum speed of 10 knots with excellent control and maneuverability at low speed. While sounding the speed of survey boat should be kept between 5knots to 7knots for quality logging of the data. The survey boat shall have proper power supply facility for all the survey equipment, hygienic closed wash area with ample water, proper shelter with firm seating facility for survey team, survey equipment cabin must be provided with suitable air condition / fans. Survey Boat must have enough space for surveyors to mobilizing all the survey equipment as well as checking / monitoring the equipments during calibration / survey. The monitoring survey for the progress etc. may be carried out in the survey boats of dredging contractor. The navigational survey charts for payments have to be signed by the dredging contractor, representative of the Port, PMC (if any) and Third Party survey agencies.

Each hydrographic survey shall be carried out using a survey launch, by using Multi Beam Eco sounder with HYSWEEP survey software( HYPAC) and DGPS which shall be capable of sounding with accuracy to within one percent (1%) of the depth in conjunction with position fixing using Real Time Differential GPS. The interfacing of the GPS and Echo sounder will be done by HYSWEEP (HYPAC) or equivalent standard software acceptable to Engineer. The plan of the survey area and the cross sections to be surveyed shall be continuously displayed on the computer monitor installed in the survey vessel.

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

Each survey shall be undertaken by a surveyor suitably experienced in hydrographic Survey work, whose "curriculum vitae" is acceptable to the Engineer. A copy of the survey shall be forwarded to the Engineer within 7 days of the survey being completed.

It shall be the responsibility of the dredging Contractor to obtain all licenses, permits and permissions for the use of survey boats, marine radios, walkie-talkies, radio positioning systems, satellite phones for the placing of onshore, offshore and underwater beacons and marker buoys, and for giving the proper statutory notices for all maritime operators. The costs of such licenses, permits and notices are to be borne by the dredging Contractor, and shall be deemed to be covered by the rates and prices quoted in the Tender.

#### **8.4 Sounding Survey Requirements:**

During Pre and Post dredging joint surveys, before commencement of joint surveys, the RTK observations at Base station is to be carried out at least for 6 hours and at least three known points observations along the berths / jetties shall be carried out at least for 2 hours or as acceptable to Engineer and to the third party survey agencies.

The side mounted multi-beam echo sounder transducer shall be installed at centre of the boat as suggested by Engineer and the third party survey agencies.

Prior to commencement of each joint survey, the MBES "Patch test" has to be carried out and results of the same may be used for day's survey. The designated profile shall be the designed bed level of the relevant section of the works under survey. The automated hydrographic surveying software system shall store the recorded depths in digitized format for subsequent automatic computer plotting. The method of data acquisition and associated processing technicians and computations proposed by the dredging contractor shall be the subject of prior approval by the engineer.

It is important that the limitations of the survey equipment in use are fully considered during sounding operations. In particular, the performance of motion sensor equipment to be carefully monitored and survey operations suspended when it is apparent that the equipment is not coping with existing sea conditions. This is particularly important in MBES operations where error tolerances are much smaller.

Frequency should not vary between pre and post dredging surveys.

Sound Velocity (SV) to be observed each day and in case of Multi beam observation should be done with every change of tide.

During all joint surveys, the depths of the Multi beam Echo-sounder may be cross verified by means of bar checking method if desired by Engineer and third party survey agencies.

### **8.5 Sounding Lines**

Sounding lines shall be no more than 30m apart. However the line spacing is to be decided as per available depth since multi beam cover wide swath along the survey line. The planned survey lines must cover 25% swath overlap and at least 10% coverage on each side of the survey area. A sounding line shall be established along the design toe of each side slope and an echo trace shall be obtained along each of these sounding lines. Intermediate soundings representing the shallowest depth in a length of no more than 10m shall be obtained by interpolation between fix marks.

The horizontal accuracy of each position fix shall be:

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

Surveying along any sounding line, which deviates by more than the specified tolerances above shall be repeated to the extent necessary to ensure that all fixes along the sounding line remain within, specified tolerances. The repeated section of the sounding line shall overlap that section of the previous sounding line, which complies with the specified tolerances, by a minimum of 50m. Where sounding areas abut a previously surveyed section, of the works, the sounding lines shall overlap the previously surveyed area by a minimum of 25m.

### **8.6 Verification Lines:**

In the pre and post dredging surveys, regardless of the type of equipment in use, the running of 3 to 4 additional lines (check or cross lines) in each zones (Zone I to IV & IV extension) for the sole purpose of checking data quality at the data analysis is considered essential. Verification lines are to be sounded twice, immediately following one another and preferably in opposite directions. When the difference in vertical position at any common point along the two sea bed profiles resulting from each verification line exceeds +75 mm, then the soundings subsequent to the last successful verification shall be deemed unacceptable as pre and post dredging soundings. The Engineer's Representative may resort to check echo sounding by means of other methods to measure water depths, such as single beam echo-sounder or lead lines. The Engineer's Representative may also order calibration checks of the equipment as and when considered necessary.

The dredging contractor shall cooperate in this respect and supply any manpower, boats and equipment that may be reasonably required for this verification.

### **8.7 Drawings**

Hydrographic survey drawings produced by the dredging Contractor during the course of the work and for work executed purposes shall be to a largest possible scale of survey being 1:1000, 1:2500 and 1:500 (alongside berth) drawn contours at 0.5m intervals, and depths taken at approximately 5m intervals along cross-sections. Verification of the RL of the deposited material shall be the responsibility of the dredging Contractor. This data shall be submitted to the Engineer on a weekly basis.

### **8.8 "Pre Survey Before Commencement of Dredging"**

Before starting dredging, a joint survey of the sea bed shall be made by the dredging Contractor and the Engineer. The level of the sea bed shall be recorded by means of multi-beam echo sounding equipment using frequency 200 to 220KHZ. Soundings shall be taken on lines at 30 meters apart or such other spacing as the Engineer may direct. Soundings shall be taken to nearest 100 mm. All the survey will be carried out jointly by the dredging Contractor and the Employer. The dredging Contractor shall supply all necessary equipment and attendance for carrying out such surveys. The equipment shall be calibrated in the presence of the departmental representatives before commencement of day's survey. All the levels shall be reduced to Chart Datum. On completion of the surveys the soundings shall be mutually verified and agreed upon between the Engineer and dredging Contractor and the dredging Contractor shall prepare, record drawings to a scale as approved by the Engineer, to show the pre-dredging surface levels of the sea bed. Three copies of these drawings shall

be signed by the dredging Contractor and the Engineer and these drawings shall form the basis for measurement. It is to be noted that for the purpose of computation of volumes of dredged material for payment recordings using 200 to 220KHZ only will be used.

At the beginning of each day's survey, a "Patch Test" shall be taken on the multi-beam echo-sounding machine. If the results of these checks are not to the satisfaction of the authorized surveyor, the soundings will be rejected and a fresh survey shall have to be carried out. This stipulation applies to all soundings taken under this contract.

Dredging Contractor should prepare and submit record drawings to a scale as approved by the Engineer and signed jointly by the Third party Survey agency and the dredging Contractor.

### **8.9 Interim Survey**

Joint Surveys shall be carried out during the period of dredging works at suitable intervals for interim payments. Soundings shall be taken on lines at 30 m intervals. Soundings shall be taken to nearest 100 mm. The level of seabed shall be recorded by means of multi-beam echo-soundings equipment using frequency 200 to 220KHZ. Dredging Contractor shall supply all necessary equipment and attendance for carrying out such surveys. The equipment shall be calibrated before commencement of the each day's survey as directed by the Engineer. On completion of each interim survey the soundings shall be mutually verified and agreed upon between the authorized marine Surveyor and dredging Contractor and the dredging Contractor shall prepare, record drawings to a scale as approved by the Engineer showing surface levels of dredged seabed reduced to Chart Datum. Eight copies of these drawings shall be signed by the dredging Contractor and the authorized marine Surveyor and these drawings shall be used for Interim measurement and payment. It is to be noted that for the purpose of computation of volumes of dredged material for payment, recordings using multi-beam echo-sounder with frequency 200 to 220KHZ only will be used. Authorized marine Surveyor of the Port will countersign the charts jointly prepared by the dredging Contractor.

### **8.10 Survey on Completion of Dredging**

After the completion of dredging work and for the release of the Dredger/other equipment connected with the work, a zone-wise joint survey of the dredged area shall be made by the dredging Contractor and the Authorized Surveyor of the Port so as to ensure that the areas have been dredged up to the desired depth as detailed in the Scope of Work. Soundings shall be taken at 10mtr intervals nearest to 100mm on lines spaced at 30meters apart. On completion of these surveys, the soundings shall be mutually verified and agreed upon between the Authorized Surveyor of Port and dredging Contractor. The dredging Contractor and the Authorized Surveyor of the Port shall jointly prepare, record drawings to show the post-dredging surface levels. The Post-Dredge Survey Charts shall be jointly

prepared and signed by the dredging Contractor and the Authorized Surveyor of the Port. The Engineer shall release the Dredger/other equipment connected with the work only after receipt of joint survey charts showing the clearance of the dredged areas upto the desired depth as detailed in the Scope of Work after due clearance received from the Deputy Conservator / authorized marine Surveyor of the Port, Marine Department.

#### **8.11 “Post Survey after Completion of Dredging”**

When the dredging has been completed the area shall be surveyed jointly by the Dredging Contractor and the Authorized Surveyor of the Port on the same basis as specified for survey before dredging. It is to be noted that for the purpose of computation of volumes of dredged material for payment, recording using 200 TO 220 kHz only will be used.

The Employer or Engineer at their discretion may engage Third Party checking/certification for the pre and post survey of dredged area for post monsoon work. The cost towards engagement of Third Party will be borne by Employer. The survey charts certified by Third Party shall be final and bindings on both parties for calculation of quantity

The final dredged quantities will be computed and paid based on the Joint Post-Dredge Evaluation Charts. On completion of works, the dredging Contractor shall hand over all original tracings including pre and post joint soundings charts to the Authorized Surveyor / Engineer’s representatives along with the final bill.

#### **8.12 No payment for Over-dredging**

No payment will be made in respect of materials dredged beyond the specified limits of tolerance.

Over dredging is dredging deeper than the design dredge level plus the lower vertical dredging tolerance. This means that over dredging is deeper than the designed dredging. Over dredging shall not be permitted near the piles forming the part of the Jetties, near the toes of the berths and breakwaters.

Should the Contractor wish to perform over dredging in the remaining dredge areas to allow for extra sedimentation arising either from his own operations or from natural phenomena, he shall request the approval of the Engineer’s representative for such over dredging. Approval will not be given unless the Contractor can prove, to the full satisfaction of the Engineer, that the over dredging in question will not endanger the channel slope stability. The Contractor will not be entitled to payment for the extra material dredged.

#### **8.11 Survey of Dumping Grounds**

The Contractor shall carry out hydrographic survey of the dumping grounds before starting of the dredging work for post monsoon dredging only and after contract completion as directed by the Engineer.

#### **8.12 Payment of Lump Sum for Mobilization & De – Mobilization**

The clause is not applicable.

### **8.13 Measurement of dredging quantities and Payment**

The measurement system proposed in this tender for annual maintenance dredging is on in-situ basis and for monsoon dredging the payment will be on day rate basis as per the quoted rates specified in the Bill of Quantities. For assessment of quantity dredged, volume shall be calculated on the basis of joint pre-dredging and joint post dredging soundings between the dredging limits within the permissible tolerance as per Clause 6 by using mid-ordinate method for interim payment and One Third Simpson Rule for final payment. Pre and Post Dredging surveys for the purpose of payment would be carried out jointly by the Contractor and with the authorised surveyor of the Employer. Such surveys jointly surveyed, recorded and agreed are final and no further check surveys shall be carried out. Siltation during the dredging period, if any shall be on the account of Contractor, the rate quoted shall be inclusive of such siltation.

The dredging charges on daily hire basis shall be as per rate quoted specified in the Bill of Quantities. The dredging time on daily hire basis shall reckon from the time the dredger casts off from the berth/anchorage in Port for dredging till dredger is tied alongside the berth/anchorage in Port for maintenance and repairs and shall be charged for steaming time from/to berth/anchorage and comprise dredging time, steaming time to dumping site and back including dumping time, as dredging time. It shall be recorded jointly by the Master of the dredger and Engineer's representative in the daily dredging reports.

When the dredger is deployed on a daily hire, dredging should be carried on both sides using two drag heads in areas where the dredger can remain safely afloat. In case of operational failure/break down of one drag head, the use of other drag head for dredging, on day rate basis 1/3 of the dredging time shall be deducted. This clause shall be applicable only for the dredgers equipped with two drag heads.

For dredging at shallow areas/side slopes where the depth is not sufficient for the dredger to float, it has to be done by dredging from the deeper side. Side slopes will be as actually formed in the lagoon, extension lagoon and oil dock arm but in the outer approach channel minimum 1:10 and maximum 1:20 slope is to be maintained. For the computation of quantity dredged in the slopes, line shall be drawn from the toe line.

### **8.14 Cost of Surveys & Setting out etc. included in Rates and Prices**

The cost of carrying out all surveys and measurements for setting out, positioning, monitoring of dredging, sounding in dredging area and dumping grounds, etc. for the purpose of the execution of the Contract is deemed to be included in the rates and priced quoted in Bill of Quantities. No additional payment will be payable to the Contractor in this regard.

## **9. Acceptance**

The Contractor shall notify the Engineer in writing when he considers the dredging works to be completed. Within fifteen days of receipt of such notice, the Engineer will survey the areas jointly with the Contractor and provided such survey indicates the dredging works to be complete, in all respects, including removal of high spots, siltation, etc., the Engineer will issue a Completion Certificate within one month after the completion and acceptance of post-dredging survey.

## **10. Break down of Positioning System**

The Contractor shall inform the Engineer forthwith of any break down, irregularities or otherwise, affecting the positioning of his dredger, vessels or other equipment.

Delay incurred in the dredging operation due to malfunctioning of Electronic Positioning System shall not be reimbursed under the Contract.

## **11. Lighting and marking of channel**

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 is the Contractor entitled to any such compensation.

## **12. Monitoring of the Dredging Process**

For the purpose of progress control and verification of operations, continuous monitoring and recording of the major items of the dredging process shall be required the Contract shall provide at his own expense, the Electronic Positioning System and control systems including necessary instrumentation, sensors, calibrations, data storage and display and shall ensure the continuous satisfactory operations thereof

**12.1 Draft Loading Monitor (DLM) Tests :** The draft loading monitoring tests are to be conducted by the contractor as required duly certified by the third party

## **13. Daily Dredging Reports**

The load (weight) and volume of dredge mix of each hopper load shall be entered in the daily dredging reports and signed jointly by the Engineer and the Contractor and submit it to the Engineer in duplicate. Daily Dredging Reports shall include the track record showing the position, time and track where the dredger took various loads. The daily dredging reports without the signature of Engineer's representatives will be rejected.

## **14. Disposal of dredged material**

All the material dredged under this Contract shall be disposed off only in such manner as directed by the Employer. The dredged material is to be taken away by the dredging Contractor for reuse / recycling of dredged material generated out of SI.No.1, 2 & 4 of Part I of BOQ for beneficial use;



- (i) The test reports pertaining to various studies carried out by M/s. CWPRS, Pune, M/s. NTCPWC, Chennai and Prof. D.N. Singh, IIT, Bombay w.r.t the dredged material are made available in the tender for reference.
- (ii) The Environmental Clearance for disposal of dredged material after taking due permissions from the Competent State Authorities as required, will be the sole responsibility of the dredging Contractor/company.
- (iii) The bidders shall make their own arrangement for dumping area outside the Port limits for temporary storage of dredged material since NMP doesn't have onshore dumping area in its premises.
- (iv) The responsibility of dumping of dredged material, storing at yard, treatment if any, of the dredged material and subsequent disposal to prospective users will be the sole responsibility of the Dredging Contractor.
- (v) In case the Dredging Contractor does not take away the dredged material for reuse / recycling and dump the dredged material in designated deep sea dumping area, the quoted amount for this item will still be deducted.
- (vi) The dredging contractors / companies after assessment of the characteristics of dredged material and its beneficial use shall quote the rate
- (vii) The Valuation of dredged material of Part II will be deducted from the Dredging costs of Part I of BOQ in arriving Net amount for the subject work.
- (viii) The quantity of dredged material for taking away under BOQ Item of Part II will be the same as the quantity of dredged material under Part I of BOQ .
- (ix) The dredging cycle shall not be hampered in case the dredging Contractor/ Company proposes to dump the dredged material at a temporary dumping ground for subsequently reusing and recycling the dredged material.
- (x) The delay on account of EC clearance from Statutory Authorities will not be considered for extension of time
- (xi) The dredging cycle shall not be hampered, in case the dredging contractor / company proposes to dump the dredged material at a temporary dumping ground outside the Port Limit (as per (iii)) for subsequently re-using and recycling the dredged materials.
- (xii) The dredging contractor shall ensure that the dumped dredged material in the temporary dumping ground, does not flow back anywhere inside NMPA Port Limits. The approval for temporary dumping ground shall be obtained by the contractor and certified by M/s CWPRS

In case the dredging Contractor doesn't take away the dredged material to their dumping ground for beneficial use for any reasons, the dredged material can be dumped at the designated dumping area which is about 7 km. in the North - west direction from the point of inter section of center line of the outer approach channel with (-) 15.40 m.C.D.contour.

The material has to be dumped in the dumping area where the depth is about (-)20.0 m.C.D or more, spreading evenly over an area of about 1.0 x 1.0 sq. Km.

The Contractor shall ensure that no dredged material is dumped outside the limits of the dumping area. In case of dumping by the Contractor at unauthorized places such quantities so dumped and as assessed by the Employer shall not be paid for. The cost of disposal of dredged material shall be deemed to have been included in the unit rates of dredging.

### **15. Cost of Samples**

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract. Samples shall be collected from the hopper, zone wise at 3 different stages viz., initial, midway and final stages of dredging period of each zone. During each stage minimum of 3 samples at different depths of hopper shall be taken in each zone for each year.

### **Tests**

The following Tests for the dredged material shall be carried out by the Contractor

- i. Bulk density
- ii. Particle Size distribution
- iii. Dry density
- iv. Specific Gravity
- v. Water Content

### **16. Departmental supervision**

The expense towards Departmental supervision shall be borne by the Employer. Essential facilities like boarding and accommodation etc. on board the dredger and boat transport for Engineer's representatives as per the shift timings of Port representatives and the Life jacket with necessary safety equipment should be provided by the Contractor to the Port representatives, boarding the dredger including pilot shall be provided by the Contractor at his cost. The pick-up point for the Engineer's representatives may be at general cargo berth nos. 1 or 2. The regular supervisory staff of the Engineer apart from Pilot will consist of an Engineer responsible for monitoring the dredging work who will be posted on the dredger on a 24 hrs. basis if required. Separate accommodation shall be provided for the Engineer's representatives. Senior Officers like Chief Engineer, Deputy Conservator, Superintending Engineer, Executive Engineer etc. may make visit on board the dredger as desired by them.

### **17. Working time**

The Contractor is free to work throughout day and night and even on holidays.

### **18. Access to Works, Plants etc.**

The Employer or his representatives shall have at all times access to the Contractor's equipment's, floating crafts, plants, works in progress etc., and the Contractor shall provide necessary water transport facilitates at his own cost for them from the water front to above mentioned places.

## **19. Inspection**

A launch shall be made available at site for the Employer or his authorised representatives to access the Dredger for inspection of the dredging works in progress.

## **20. Disposal Tolerances**

All dredged material shall be dumped within the specified limits of the sea disposal area as indicated in the tender.

Should dredged material be dumped outside of the specified limits, the Contractor shall follow the instructions of the Engineer's Representative to rectify the matter at no extra cost to the Employer.

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 Engineer.

## **21. Plant and Equipment**

The contractor shall arrange surveying equipment including boats, sounding devices etc. required for undertaking pre and post dredging surveys. No additional cost will be paid to the contractor for the same. The Contractor shall not change the type, number, size and make of dredgers indicated in the contract without written approval of the Engineer. If the dredger goes out of order, the Contractor should arrange for replacement of the same with an equivalent capacity suitable dredger will be prior approval of Engineer. This shall not relieve Contractor from obligations under other clauses of contract. No additional cost and time will be allowed. The Contractor shall be responsible for obtaining specific approvals and for the payment of any fees relating to the execution of the works and to the process adopted by the Contractor, eg. right of way for discharge pipes, temporary works for pump out points, discharge licences and local authority approvals.

## **22. Navigation**

### **a. General**

The dredger and other plant, including all stakes, buoys and pipeline used by the Contractor, shall display the correct navigation signals and shall be clearly marked and lit at night to the satisfaction of the Harbour Master.

### **b. Temporary Lights**

The Contractor shall provide such temporary navigation lights and floating buoys on all plant, anchor ropes and works as may be required by the Harbour Master.

### **c. Minimum Interference with Navigation**

In cases of works that involve disruption to any shipping that will be using the harbour/ channel/ wharf, all works shall be carried out with minimum interference to navigation and in accordance with the directions of the Harbour Master.

### **d. Navigation Requirement**

Dredging shall be organized so that dredging plant is so positioned as to allow the

normal passage of vessels to the satisfaction of the Harbour Master.

Navigation signals, lights and warning markers shall be provided and maintained on floating plant, submerged pipelines, anchors and any other equipment placed by the Contractor to the satisfaction of the Harbour Master. Any floating pipeline shall be controlled to ensure the least obstruction to the movement of vessels.

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, after approval by the Engineer.

**e. 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.

**f. Diving**

Should any diving work be carried out during the Contract, this shall be in accordance with the requirements of New Mangalore Port Authority and Statutory Authorities. The cost of this diving works will be borne by the contractor.

**23. Traffic**

The Contractor shall at all times observe and comply with all laws including regulations that are relating to navigation's, maneouring and anchoring of his floating craft being used, through out the Works. The Contractor shall follow instruction in this regard given by the Employer. The Contractor shall carryout his work strictly in a manner we shall not obstruct or endanger the normal use of water ways, anchorages, wharves and approaches there to, whether in the possession of the Employer, or any other persons. The priority of navigation's with in the Port limits shall always be at the discretion of the Employer and will not be responsible for any inconvenience, loss or delays to the Contractor arising due to the priority not being given to their floating crafts by the Port and no claims shall be entertained due to delays occurring because of such restriction. There won't be any interference of traffic by SMB operation, in case of any interference the dredger should coordinate with the Port.

**24. Contractor's Responsibility for equipment**

The Contractors shall be responsible for the provision of all equipment and crafts necessary for the satisfactory execution and completion of the dredging work and surveys for measurements. The Contractor shall employ competent persons with adequate qualifications and experience in dredging to take charge of and maintain in good working order all dredger(s) and other craft employed on the Work. The Contractor shall also collect samples of dredged materials at intervals directed by the Engineer and get the same tested at approved laboratories at his own cost. The Contractor shall extent full co-operations and facilities require to the Employer to carry out monitoring research of the dredging process from time to time free of cost.

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**NEW MANGALORE PORT AUTHORITY**  
**CIVIL ENGINEERING DEPARTMENT**  
**Tender No: CIVIL/CE(C)/EE(C)/14/2023-24-21** Date: 27-05-2020

**Tender for**

“Post Monsoon Post Monsoon Maintenance Dredging at New Mangalore Port for the years 2023-24, 2024-25 & 2025-26 (3 Years)”

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**Volume II**

- i) Form of Bid
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## v) ADDITIONAL CONDITIONS

**The following additional conditions are added.**

**25. Details to be Confidential**

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof and shall not publish or disclose the same or any particulars thereof if any trade or technical paper or elsewhere without the prior consent in writing of the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract, the same shall be referred to the decision of the Employer whose award shall be final.

**26. Drawings and Photographs of the Work**

The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photographs of the Works or any part thereof or plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his Sub-Contractor without the prior approval of the Engineer in writing and no such photograph shall be published or otherwise circulated with the approval of the Engineer in writing.

**27. Life Saving Appliance and First Aid Equipments**

The Contractor shall provide and maintain upon the Works sufficient, proper and efficient life saving appliances and first aid equipment to the approval of the Engineer and in accordance with the requirement of ILO Convention No.62. The appliances and equipment shall be available for use at all times.

**28. Contractor's Temporary Moorings**

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

**29. Port Authority Rules**

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 materials be allowed to spill into the Harbour waters.

The Contractor shall always observe and comply with the working rules and regulations of the Port Authority in force or as issued from time to time. The Contractor's plants, equipments, floating crafts, dredgers, materials etc. which are brought to site for facilitating

the proper execution of the contract work within the port area are not liable to port dues and charges like wharfage, berth hire and other charges during the period of contract.

**30. Contractor's Temporary Works, Office etc.**

The Contractor shall submit to the Engineer for his approval not less than 15 days before commencement of erection of any part of Temporary Works, drawings and detailed proposals for the method of construction of Temporary Works such as office, store, falsework and temporary platforms, pre-casting yard, workshop, etc. which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Chief Engineer.

These temporary works, office, store etc. shall be erected at or near the work area subject to approval of the Employer and the land space for the same will be allotted free of ground rent to the extent available. The Contractor shall obtain permission for any Temporary Works and would ensure that during execution of works the statutory requirements of the concerned authorities such as New Mangalore Port Authority, Police, Customs, etc. would be complied with.

**31. Submission of Reports Returns etc.**

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

**32. Other Facilities – Survey Launch, Routine Boat etc.**

The Contractor shall make available to the Engineer/authorised Surveyor of the Employer and his representatives the use of survey launch, the services of experienced chainmen and other trades men as and when required by the Engineer/authorised surveyor of the Employer/ for assisting in measuring, supervising, checking or testing the Works at any time at his cost. The berth charges for the survey launch, routine boat, dredger for berth face dredging and for other crafts to be deployed for the dredging work during the contract period are to the account of Employer.

**33. Departmental Tools & Plants**

The Department may make available Tools & Plants to the Contractor on request for the work at the Departmental rates if available.

**34. Access to Data**

Data made available by the Employer in accordance with Sub Clause 11.1 of Particular Application shall be deemed to include data listed elsewhere in the contract and open for inspection at the office of Chief Engineer (Civil) of the New Mangalore Port Authority (by prior appointment with the Engineer).

**35. Language Ability of Contractor's Representative**

The Contractor's authorized representative shall be fluent in English.

**36. Language Ability of Superintending Staff**

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of English or the Contractor shall have available on site at all times, a sufficient number of competent interpreters to ensure the proper transmission of instructions and information.

**37. Sunken Equipment**

If any equipment (floating or otherwise) belonging to the Contractor or Sub-contractor or any materials or things therein or therefrom sink from any cause whatsoever, it shall immediately reported by the Contractor to the competent authority and the Engineer's representative, and the Contractor shall forthwith, at his own cost raise and remove any such equipment, material or things or otherwise deal with the same as the Engineer may direct.

The fact that such sunken equipment, materials or things are insured or have been declared a total loss or do not represent any further value shall not absolve the Contractor from his obligations under this Clause to raise and remove the same.

Until such sunken equipment or materials or things have been raised and removed, the Contractor shall set such buoys and display at night such lights and do all such things for the safety as may be required by the competent authority or by the Engineer's representative.

In the event of the Contractor not carrying out the obligations imposed upon him by this Clause, the Employer may cause to set buoys and display at night lights on such equipment and raise and remove the same without prejudice to the right of the Employer to hold the contractor liable and all expenses and consequences thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from him as a debt by the Employer or may be deducted by the Employer from any money due or which may become due to the Contractor.

**38. Labour Laws and Regulations**

The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and bye-laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and Act that may be passed in future either by the State or Central Government or local authority including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Provident Fund Regulation, Employees State Insurance Act 1948, Factories Act, Minimum Wages Act, Employees Provident Fund Act and schemes made under the same Act, Health and Sanitary Arrangements for Workmen, Insurance and other benefits and shall keep the Employer



indemnified in case any action is commenced for contravention by the Contractor. If the Employer is caused to pay or reimburse any amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated here forth on the part of the Contractor, Engineer shall have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The Contractor shall maintain the records prescribed under ESI Regulations and make the contribution towards ESI in respect of persons employed by the Contractor. The Contractor shall also make available such records for inspection by ESI Inspector during the inspection and furnish copies of all such records to Employer regularly.

### **39. Fair wages, Records, Inspection**

The Contractor shall pay the labourers engaged by him on the work not less than a fair wage which expression shall mean whether for time or piecework the respective rates of wages as fixed by the Public Work Department as fair wages for Dakshina Kannada District payable to the different categories of labourers of those notified under the Minimum Wages Act.

The Contractor shall maintain records of Wages and other remuneration paid to his employed in such form as may be convenient and to the requirements of the Employer/Engineer and the Labour Enforcement Officer (Central), Ministry of Labour, Government of India, or such other authorized person appointed by the Central Government.

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

### **40. Reporting of Accidents**

The Contractor shall report to the Engineer details of any accident 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 the available means.

### **41. Observance by Sub-Contractors**

The Contractor shall be responsible for observance by his sub-contractors of the foregoing provisions.

### **42. Port Entry Permission**

The Contractor shall submit prior application for Port Entry Passes to the concerned Port authority for his labours and the staffs engaged in the works. The passes will be issued free of cost. The Contractor shall retain the original passes obtained by them in respect of their labour and staff engaged in the Works and produce the same to the Engineer as and when called for. It should not be either destroyed or allowed to be taken by the labour/staff after its use.

However RFID card to be purchased from Pass section at contractor's cost. The cost of each card is Rs. 150/- approx. (subject to amendments)

#### **43. Site – Protected Area**

The Site of Work is a protected area. Entry to the Port premises is regulated by entry passes. These passes will be issued by the Central Industrial Security Force or any other authority authorized by the Employer. The Contractor should furnish a list of person for whom the passes are to be issued to the Engineer and arrange to obtain the passes from the appropriate authority, based on the recommendation of the Engineer and abide by the Rules of the New Mangalore Port Authority with regard to entry etc. For the entry of lorries and other vehicles also, the Contractor should obtain necessary permits.

However, no charges will be levied for the individual passes or the permits for the vehicles of the Contractor or his sub-contractors for the bonfires use of the work.

The Contractor shall retain the original passes obtained by them in respect of their labour and staffs engaged in the Works and produce the same to the Engineer as and when called for. It should not be either destroyed or allowed to be taken by the labour/staff after its use.

#### **44. Progress Report**

The Contractor shall submit a daily and weekly progress reports to the Engineer. The day on which the report is to be submitted and the format of the report shall be agreed with the Engineer.

#### **45. Vesting**

All Contractor's equipment, temporary works and materials owned by the Contractor or by any Company in which the Contractor has a controlling interest, shall, when on site, be deemed to be the property of the Employer. Provided always that the vesting of such property in the Employer shall not prejudice the right of the Contractor to the sole use of said Contractor's equipment, temporary works and materials for the purpose of the works nor shall it affect the Contractor's responsibility to operate and maintain the same under the provisions of Contract.

#### **46. Re-vesting and Removal**

Upon the removal with the consent of the Engineer under Sub Clause 54.1 of any such Contractor's equipment, temporary works or materials as have been deemed to have become the property of the Employer under Sub Clause 54.2, the property therein shall be deemed to re-vest in the Contractor and upon completion of the works, the property in the remainder of such Contractor's equipment, temporary works and materials shall subject to Clause 63, be deemed to re-vest in the Contractor.

#### **47. Contractor to obtain information**

The Contractor shall obtain all relevant information regarding procedure for the import and subsequent re-export of Contractor's Equipment and materials from the Chief Controller of Imports and Exports, and the Ministry of Shipping, New Delhi and shall have informed himself on the details of Customs charges and drawback regulations applicable to the items of Contractor's Equipment. The Contractor shall provide the necessary guarantee bonds where these are required by the Customs notwithstanding that import licenses may be granted in the name of the Employer.

#### **48. Import of Plant and Equipment**

The Contractor shall pay (and the rates and prices named by him in the priced Bill of Quantities shall include) all import and Customs Duties, Excise Tax, freight and insurance charges, harbour dues, pilotage, wharfage, port rates, tolls landing charges and all other dues in respect of plant and equipment, ancillaries, spares, oil, lubricants, etc. imported into India in connection with the Works.

#### **49. Submission of List of Plant and Equipment**

Within seven days of the receipt of the Engineer's Order to commence work, the Contractor shall submit to the Employer/Engineer his firm list of plant, equipment, floating craft and essential spares that he proposes to provide/import for the execution of the Works. All the floating craft and plant to be utilised shall be in good working order and seaworthy condition and shall fully meet the requirements of the Mercantile Marine Department of Government of India and of the Employer in all respects. Within the above said period, the Contractor shall obtain the necessary endorsements from the Employer on the list of re-exportable plant and equipment and essential spares for the execution of the work and expeditiously get all the importation formalities completed.

#### **50. Licences for operating Indian/ Foreign Dredger .**

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

As per the Ministry of Shipping office memorandum dated 19.12.2012 security clearance for the dredging companies is a statutory requirement. Therefore the bidders are requested to submit the details as per the format enclosed Annexure – E while submitting your tender.

**Licenses, Permits etc.:**The Contractor shall make his own arrangements for obtaining all

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

**51. Re-export of Imported Plant, Equipment, Ancillaries, Spares etc.**

All imported plant, equipment, ancillaries, spares etc. shall, on or before the completion of the works or extended time of completion as the case may be, be re-exported by the Contractor. In the period between the importation and re-exportation, the Contractor shall not sell, auction or in any other way dispose off any equipment, Materials or spares or any part thereof. The consumption or use of, spares and materials in a manner properly connection with the execution of the Contract shall not be deemed to be any such or disposal and the Contractor shall not be liable to account for these in the matter of re-exportation. All worn out parts replaced by spares shall be retained and re-exported, except those irretrievably lost during operation.

**52. Berthing facilities for Maintenance/Repairs**

For maintenance, repairs, bunkering etc. of Contractor's dredger and other floating crafts deployed, the Employer will provide suitable berthing facilities free of cost during the contact period to the contractors as and when available / necessitated for a maximum period of 3 days in a spell, the spell will not be less than 15 dredging days. For the period exceeding 3 days, if any, the berth charges will be to the account of the contractor at the prevailing scale of rates in the Port. However during Monsoon Dredging the No. of days specified in the BOQ shall be considered as one spell.

**53. Hot work**

Welding / Gas cutting / Hot work on board the dredger or any floating plant/craft shall be done only with the prior permission of Port Fire and Safety Officer and such times and in locations as approved by him subject to compliance with the conditions imposed by Deputy Conservator and Chief Fire Officer of New Mangalore Port.

**54. Pilotage**

Pilotage will be applicable as per NMPA requirements.

**55. Damage to the dredger :**

The port will not be responsible for any damage suffered by the dredger due to failure of the dredger or error of the dredge master / vessel crew or any reason whatsoever. The contractor shall have to replace the dredger with a dredger of suitable type and capacity or higher in case of obsolescence or damage due to faulty operations.

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**NEW MANGALORE PORT AUTHORITY**  
**CIVIL ENGINEERING DEPARTMENT**  
**Tender No:** CIVIL/Dy.CE(C)/EE(C)/14/2023-24-21**Date:** 27-05-2020

**Tender for**

“Post Monsoon Post Monsoon Maintenance Dredging at New Mangalore Port for  
the years 2023-24, 2024-25 & 2025-26 (3 Years).

**Volume I**

- i) Notice Inviting Tenders
- ii) Instructions to Tenderers
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**Volume II**

- i) Form of Bid
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**APPENDIX TO TENDER**

<b>Item</b>	<b>Sub- Clause</b>	<b>Data</b>
Employer's Name and Address	1.1.2.2	Shri A V Ramana Chairman New Mangalore Port Authority, Panambur, Mangalore – 575 010
Engineer's Name and Address	1.1.2.4	Sri A V Harinath Chief Engineer (Civil)i/c New Mangalore Port Authority, Panambur, Mangalore – 575 010
Time for Completion of the Work	7.2	Post Monsoon dredging – 120 days from 1 <sup>st</sup> of October each year)
Defects Notification Period	10	Nil.
Electronic Transmission Systems	1.3	E-mail
Governing Law	1.4	Constitution of India
Ruling Language	1.4	English
Language for Communication	1.4	English
Time for Access to the Site	2.1	The site will be handed over immediately after issue of Notice to proceed with the work.
Amount of Performance Security	4.2	10% of the Accepted Contract price in Rupees in the form of Bank Guarantee/ D.D. of a Nationalized/ Scheduled Bank (except Co-operative Bank) having branch in Mangalore.
Normal Working Hours	5.5	24 Hrs. per day / seven days per week
Liquidated damages	7.2	1% per week or part thereof subject to maximum of 10% of contract value of Post Monsoon Dredging for one year. If the delay is for part of week, whole week is considered for purpose of computation of LD
Limit of Variation	12.1	<b>+ 20%</b>

Item	Sub- Clause	Data
Number and Timing of the Installments	13.4	Four successive installments and commencing from 1 <sup>st</sup> R/A Bill
Percentage of retention money	13.8	5 % of value of each payment certificate
Limit of retention money	13.8	5% of the Accepted Contract Amount for the respective year.
Refund of retention money	13.8	Within 14 days from the date of payment of final bill for the respective year.
Minimum amount of Interim Payment Certificate	13.5	5% of the Accepted Contract Amount for the respective year
Currency of payment	12.4, 13.14	In Indian Rupees In Indian Rupees
Site facilities	14.19	The scale of rate for licensing of land is as per TAMP rate subject to revision and escalation from time to time.
Periods for submission of Insurance:		
a) evidence of insurance	17.1	60 days
relevant policies	17.1	60 days
Insurance	17.3	Rupees Twenty five lakhs per occurrence with number of occurrences unlimited
IDLE Charges	28	Idle time charges for shipping movements, obstruction encountered during dredging and Dredger kept idle at the instruction of the Port Authorities after minimum 02 hours at a stretch, as per conditions of contract. The L1 tenderer shall match with the lowest idle time quoted by other responsive bidders
Incentive for Early Completion :	<b>20</b>	Not applicable.

**Initials of Signatory of Tender**



**NEW MANGALORE PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT  
Tender No: CIVIL/CE(C)/EE(C)/14/2023-24-21 Date: 27-05-2020**

**Tender for**

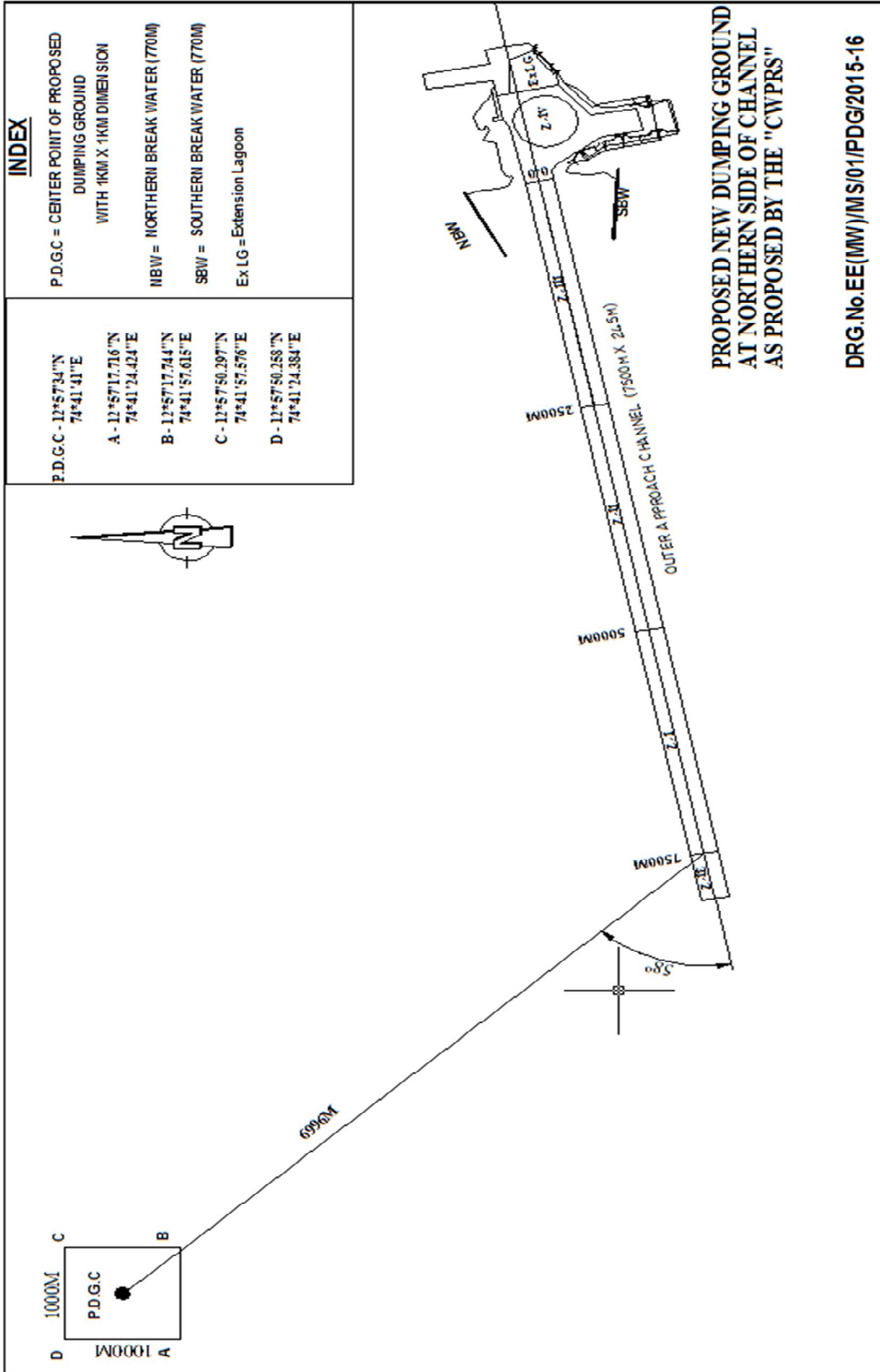
**“Post Monsoon Post Monsoon Maintenance Dredging at New Mangalore Port for  
the years 2023-24, 2024-25 & 2025-26 (3 Years)”**

**Volume I**

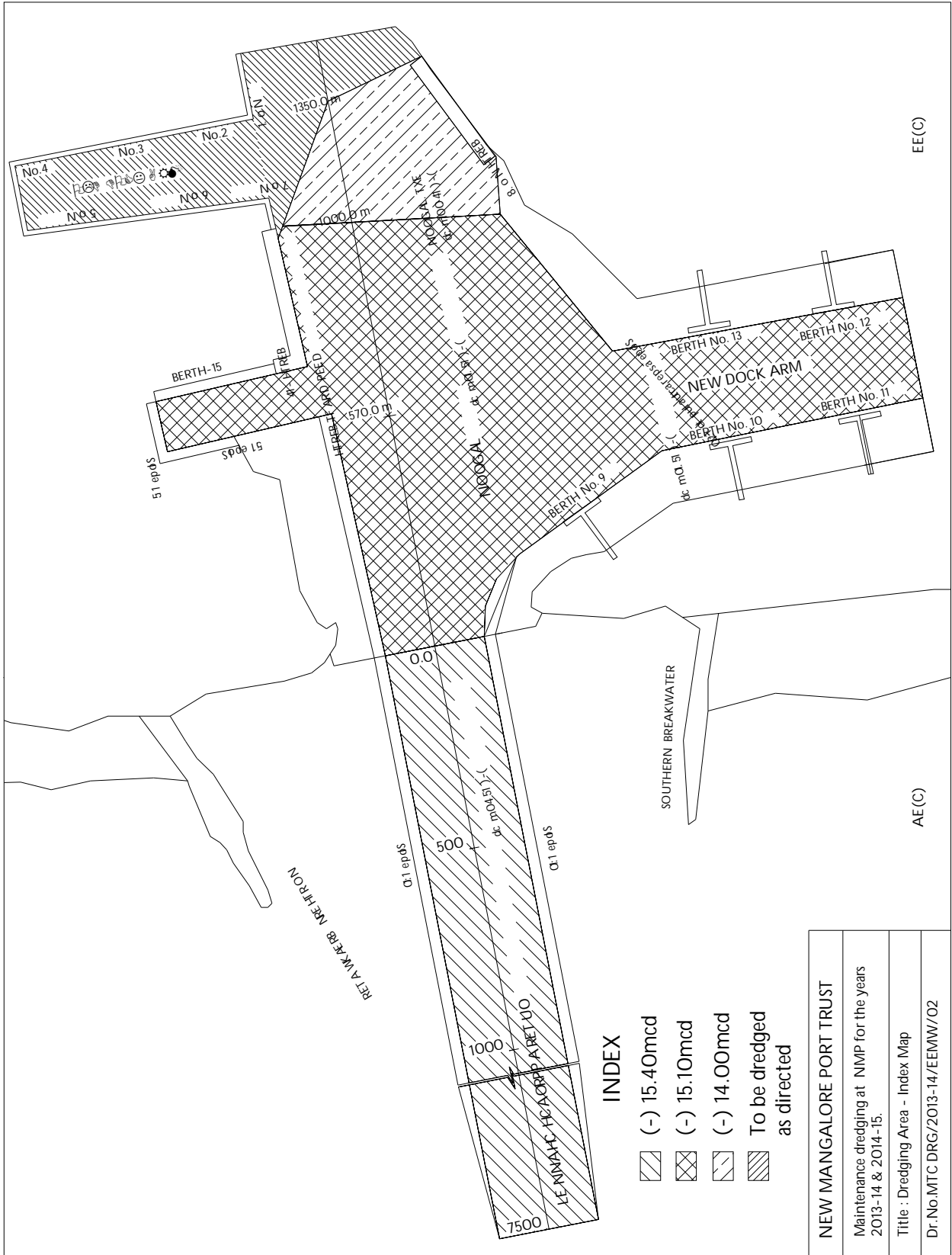
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**Volume II**

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Optional



<b>NEW MANGALORE PORT TRUST</b>
Maintenance dredging at NMP for the years 2013-14 & 2014-15.
Title : Dredging Area - Index Map
Dr.No.MTC DRG/2013-14/EEMW/O2



**NEW MANGALORE PORT AUTHORITY**  
**CIVIL ENGINEERING DEPARTMENT**  
**Panambur, Mangalore**  
**TENDER DOCUMENT**



Post Monsoon Maintenance Dredging at New Mangalore Port for the  
years 2023-24, 2024-25 & 2025-26 (3 Years)

Tender No. CIVIL/CE(C)/EE(C)/14/2023-24 Date:

**VOLUME -II**

**FINANCIAL BID**

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2	BILL OF QUANTITIES	229 - 233
3	FORM OF BID	234 - 236

## **PREAMBLE TO BILL OF QUANTITIES**

### **1. The Bill Of Quantities**

The Bill of Quantities comprises the Preamble, the Bill

### **2. The Quantities**

The quantities given in the Bill of Quantities are estimated and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

### **3. Method of Measurement**

The works as executed subject to the tolerance mentioned will be measured for payment in accordance with the method specified under the items as therein set forth notwithstanding any custom to the contrary. The net measurement of the finished work in place will always be taken and, except where otherwise stated or separate items are provided, no allowance will be made for waste such similar items etc. Interim certificates shall also be issued based on survey carried out in the particular area.

Unless otherwise mentioned in the description of the item, this bill of quantities shall be applicable for work in any depth, height, position or condition.

### **4. Rates And Prices**

The rates and prices in the Bill of Quantities shall, except where otherwise provided in the Contract, cover all obligations of the Contractor under the Contract and all matters and things necessary for the proper completion and

maintenance of the works. The Bidder shall not modify the items given in Bill of Quantities.

5. **ARITHMETICAL ERRORS (deleted)**
6. **Reference**

Descriptions given in this Section are brief references only and the Tenderer is referred to the Conditions of Tender / Contract, Scope of Work and Specifications for the full descriptions and instructions. The clauses of the Conditions of Tender / Contract and of the Specification will be equally binding as if they had been fully repeated in the Bill of Quantities and the Contractor must allow for this in his prices. Furthermore, the clause numbers when quoted are for reference only and are not guaranteed as comprising of the whole of the relevant descriptions or instructions. The cost of complying with all conditions, obligations and liabilities described in the Conditions of Tender / Contract and Specification and carrying out the work as shown in the Drawings will be deemed to be spread over and included in the prices stated in the Bill of Quantities unless expressly the subject of a specific item.

## 7. **Prices Also Deemed To Include**

Rates shall be comprehensive and all inclusive for inter-alia:

- a) All obligations imposed by the Contract
- b) Complying in every respect with the requirements and the considerations of the specifications and drawings.
- c) All considerations arising from the definitions incorporated into each preamble section.
- d) Labour for fixing and all associated costs.
- e) Materials and goods and all associated costs.
- f) Fitting and/or fixing materials and goods in any position, hoisting to any height/depth, temporary storage.
- g) All plant, equipment and tools etc.
- h) Any additional labours associated with measured items.
- i) All survey work and investigations.

All measurements are net and the rates shall include for all items connected, with the trade or traditional allowances.

Where the work "allow" is used the cost of the items shall be the responsibility of the Tenderer.

Certain sections of the works which are dependent upon site conditions may not represent the eventual extent of the works to be executed and may be subject to complete re-measurement. The Contractor shall carryout additional quantity of dredging if any, required to meet the obligations under this Contract at the same quoted rates as per respective Bills.

The contractor should leave the whole of the works ready for immediate occupation to the satisfaction of the Engineer including removal of rubbish, debris or excess spoil from the site area and taking over and cleaning all unused parts of the site area.

## **8.0 Constructional Plant and Equipment**

The rates entered in the Bill of Quantities shall include all costs incurred in the provision, transportation to site, testing, licensing, complying with relevant regulations, setting to work, operation including all fuel and consumable stores, maintenance, and removal from the Site upon completion of the Works.

## **9.0 Rates and Sums to be for Works Complete**

Notwithstanding any limits which may be implied by the wording of the individual items and/or the definitions in this Preamble, it is to be clearly understood by the Tenderer that the rates and sums which he enters in the Bill of Quantities are to be for the work finished complete in every respect and he will be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this Contract and to have priced the items herein accordingly. The rates and sums must therefore include for all incidental and contingent expenses and risks of every kind necessary to construct, complete and maintain the whole of the Works in accordance with the Contract.

No claim will be considered for further payment in respect of



any work or method of execution which may be described in the Contract or is inherent in the execution of the work and detailed in the Drawings on account of (a) items having been omitted from the Bill of Quantities or (b) any preamble or (c) no mention of such work or method of execution having been made in the Preamble.

Items against which no rate or sum is entered by the Tenderer, whether quantities are stated or not will be regarded as covered by other rates in the Bill of Quantities.

### **10.0 Payment of Lump Sums For Permanent Work**

Interim payment of money under items of permanent work as lump sums will be made on the basis of the estimated percentage completion of the work covered by such items at the time to which interim measurement relates.

### **11.0 Payment for Dredging**

The basis of measurement for dredging quantities shall be the net cubic content of the voids formed by the removal of the material from within the limits of payment; the limits of payment are:

The existing seabed and ground levels as surveyed and agreed with the Engineer immediately prior to dredging. Rock level shall be established on the basis of wash boring/ jet probing method.

The specified dredged level and side slopes to which dredging is to be carried out as defined on the Drawings or instructed by the Engineer, or the actual dredged profile, whichever gives the lesser quantity.

The dredging rates shall include for survey, hydraulic pumping including transporting and depositing dredged material to the designated dumping ground as shown in drawing or as directed by the Engineer.

### **12.0 Over Dredging**

Payment for dredging below the specified dredging levels shall

be made in accordance with the tolerances given in the specification.

The Contractor shall bear the cost of any remedial measures ordered by the Engineer in areas where over-dredging is not acceptable.

### **13.0 Mobilisation and Demobilisation**

Mobilization and demobilization of specific types of plant shall include all ancillary and associated equipment, personnel etc. to enable the plant to operate in productive manner on the site. In case additional plant and personnel beyond those included in BOQ have to be mobilized to site for successful completion of the project in scheduled time as decided by the Engineer, the same shall be done by the contractor at no extra cost including demobilization.

### **14.0 Protection of Works and Cleaning Up on Completion**

The Tenderer shall allow in his rates for protecting existing conditions and completed works from damage, making good all damage due to any cause whatsoever, for clearing away rubbish as it accumulates and leaving the site and buildings in a tidy condition to the satisfaction of the Engineer.

### **15.0 Existing Services And Installations**

The rates entered by the Tenderer in the Bill of Quantities will be deemed to allow for any additional costs incurred in working adjacent to or across existing services and installations which serve the Engineer at present.

### **16.0 Rates And Sums To Bear Proper Relation To Work Described**

The rates and sums entered by the Tenderer against all items in the Bill of Quantities must bear a proper relationship to the cost of carrying out the work described in the Contract. All prices and similar charges which are applicable to the Contract as a whole are to be spread over all the rates in the Bill of Quantities, whilst those which apply to particular sections of

the Contract are to be spread only over the items to which those sections refer.

### **17.0 Underwater and Tidal Works**

The Contractor shall be deemed to have ascertained for himself the extent to which the work has to be carried out underwater or in the tidal conditions, and his rates and prices shall include for all costs and prices arising out of such working.

### **18.0 Interruption to Work**

Payment will be made for standing time occasioned by interruptions to work due to maritime traffic or other reasons beyond the contractors control as stated in the specifications subject to the agreement of the Engineer.

Rate of standing time shall be deemed to include for all associated and ancillary plant related to the activities of the major unit of plant which have been delayed. Delay periods will be based on actual length of time of the delay and any consequential loss of time taking account of the normal working method of the unit of plant which has been delayed.

### **19.0 Abbreviations**

The following abbreviations are used in the Specification and Bill of Quantities:

ASTM	American Society for Testing and Materials
BS	British Standard
CD	Chart Datum
Cum.	Cubic metre
Dia.	Diameter
Drg. No.	Drawing Number
Hr.	Hour
Incl.	Including
IS	Indian Standard
IST	Indian Standard Time
Kg/K.G.	Kilogram
Km./K.M.	Kilometre
L.S.	Lump sum

L.S.	Lump sum
m	Metre
Max.	Maximum
Min.	Minimum
mm	Millimetre
No.	Number
No./Nos.	Number/Numbers
R.C.C.	Reinforced Cement Concrete
Ref.	refer
Rs.	Rupees
Sq. millimeter	Square Millimeter
Sqm	Square metre
Wt.	Weight

## BILL OF QUANTITIES

**Name of work:-POST MONSOON MAINTENANCE DREDGING AT NEW MANGALORE PORT FOR THE YEARS 2023-24, 2024-25 & 2025-26 (3 YEARS)**

Item No	Details of work/specifications	Quantity	Unit	Rate in figure & words (Rs)	Total Amount (Rs)
<b>PART-I:</b>					
1	<p>Maintenance Dredging on in-situ basis by deploying the Trailer Suction Hopper Dredger in the areas of Outer Approach Channel, Lagoon (drawing of the Dredging area enclosed), including Oil Dock Arm, Turning Circle and in front of K.I.O. Berth (Extension Lagoon). The areas required to be dredged from the existing levels to their minimum designed depths as detailed below. During the course of Dredging if any hard strata encountered, the Dredging Contractor has to deploy Cutter suction dredgers/Bucket Ladder Dredgers or any suitable equipment to clear these hard patches. up to a depth of (-) 8.00 mCD at B.No. 1, and in front of B.No.1 up to Centre Line of O.A.C, (-)12.00 mCD at B.No. 2, (-) 11.00 mCD at B.Nos.3, (-) 10.50 mCD at B. No. 4 to 7 in the ODA, &amp; 14 (E), (-) 14.00 mCD at B. No.8 &amp; 12 (-)12.50 mCD at Berth No.9, (-)15.10 mCD at Berth Nos.14 (W),15,16,10, 11, &amp; 13.</p> <p>The outer approach channel is of total length 7500 mts. (towards sea which depends upon the shifting of the (-) 15.40 m contour due to siltation).</p> <p>Maintenance dredging of all these areas involves dredging in all types of soil comprising of fine silt, sand, hard/ stiff clay, any hard strata encountered due to settlement of fine silt, sand etc. <i>The dredged material is to be taken away by the dredging Contractor for reuse / recycling of dredged material generated out of Sl.No.1, 2 &amp; 4 of Part I of BOQ for beneficial use subject to</i></p>	1,84,80,000	Cum		

	<p><i>conditions in the Environmental Clearance for disposal of dredged material after taking due permissions from the competent State Authorities, as required, by the dredging Contractor. The bidders shall make their own arrangement for dumping area outside the Port limits for temporary storage of dredged material since NMP doesn't have on shore dumping area in its premises. The responsibility of dumping of dredged material, storing at yard, treatment of the dredged material and subsequent disposal to prospective users will be the responsibility of the Dredging Contractor, cost including Mobilisation and Demobilisation charges for TSHD including Survey launch, routine boat and hire charges of all plant &amp; equipment, cost of labour, materials and consumables etc., complete for the satisfactory completion of the Dredging work.</i></p> <p>Quantity for First year = 61,60,000 Cum  Quantity for Second year = 61,60,000 Cum  Quantity for Third year = 61,60,000 Cum</p>				
2	<p>Dredging on In-situ Basis by using any special dredging equipment viz., Grab/ Cutter/ Bucket/ Plough etc. with allied equipment's to dredge/clear the area within 0 to 7 mts. from the berth face whenever the berth is vacant without affecting the port operations from the existing levels in all types of soils comprising of sand, silt deposits of spillage of iron ore / mines, fallen wooden logs, tyres, fenders, boulders, rock /concrete pieces, debries, steel plates, chains, wire ropes, cement bags, tarpaulins, etc. upto a depth of (-) 8.00 mCD at B.No. 1, and in front of B.No.1 upto Centre Line of O.A. C, (-)12.00 mCD at B.No. 2, (-) 11.00 mCD at B.Nos. 3, (-) 10.50 mCD at B. No. 4 to 7 in the ODA, &amp; 14 (E), (-) 14.00 mCD at B. No. 8 &amp; 12 (-) 12.50 mCD at Berth No.</p>	1,80,000	Cum		

	<p>9, (-) 15.10 mCD at Berth Nos.14(W), 15,16,10,11 and 13 without damaging the existing structures, fenders etc., and dumping the dredged material at deeper areas away from berth face and the same shall be dredged/cleared simultaneously by TSHD and <i>to be taken away by the dredging Contractor for reuse / recycling of dredged material generated out of Sl.No.1, 2 &amp; 4 of Part I of BOQ for beneficial use subject to conditions in the Environmental Clearance for disposal of dredged material after taking due permissions from the competent State Authorities, as required, by the dredging Contractor. The bidders shall make their own arrangement for dumping area outside the Port limits for temporary storage of dredged material since NMP doesn't have on shore dumping area in its premises. The responsibility of dumping of dredged material, storing at yard, treatment of the dredged material and subsequent disposal to prospective users will be the responsibility of the Dredging Contractor, cost including Mobilisation and De-mobilisation charges for Dredgers including Survey launch, routine boat and hire charges of all plant &amp; equipment, cost of labour, materials and consumables etc., and transporting and dumping the dredged material in the designated dumping ground complete for the satisfactory completion of the Dredging work.</i></p> <p>Quantity for First year = 60,000 Cum  Quantity for Second year = 60,000 Cum  Quantity for Third year = 60,000 Cum</p>				
3	Diving charges to collect Sea bed samples	12	Hrs		
4	Dredging all types of soil including sand, silt, loose clay and hard /stiff clay below the deck structure area of pump house No.1,2 &3 from the existing level to (-) 6.00 mCD for 1&2 and (-) 10.00 mCD for Pump house No.3 with a tolerance of +0.5 mts	18,600	Cum		

	including slope and to discharge dredged material to the dock arm areas uniformly beyond a lead of 150 m as directed by the Engineer-in-charge by deploying a Circle pump Dredger 250 cum per hour output or a suction pump dredger or any other suitable method including cost of labour, mobilisation and demobilisation etc., complete for successful completion of work. Qty. for First year = 6200 Cum Qty. for Second year = 6200 Cum Qty. for Third year = 6200 Cum				
	<b>Total Cost of Dredging (Part - I) Rs.</b>				
	<b><u>PART-II:</u></b>				
5	<i>Taking away of the dredged material by the dredging Contractor for reuse / recycling of dredged material generated out of Sl.No.1, 2 &amp; 4 of Part I of BOQ for beneficial use subject to conditions in the Environmental Clearance for disposal of dredged material after taking due permissions from the Competent State Authorities, as required, by the dredging Contractor. Available data on soil type and characteristics of earlier dredged material is furnished in the tender. The dredging contractors/companies after assessment of the characteristics of dredged material and its beneficial use shall quote the rate. The Valuation of dredged material (Quoted amount for this item i.e.,Part-II) will be deducted from the Dredging cost quoted (I.No.1, 2 &amp; 4 of Part I of BOQ) in arriving Net cost quoted. The bidders shall make their own arrangement for dumping area outside the Port limits for temporary storage of dredged material, since NMP doesn't have on shore dumping area in its premises. The responsibility of dumping of</i>	1,86,78,600	Cum		



	<i>dredged material, storing at yard, treatment if any of the dredged material, and subsequent disposal to prospective users will be the responsibility of the Dredging Contractor. In case the Dredging Contractor do not take away the dredged material for reuse / recycling and dump the dredged material in designated deep sea dumping area, the quoted amount for this item will still be deducted.</i>				
	<b>Total Value of (PART-II) Rs</b>				
	<b>Net Cost (PART-I:- PART-II) Rs.</b>				

(Rupees .....

**Note:**

- 1) GST as applicable will be paid separately in the Tax invoice.
- 2) Contractor shall file the applicable returns with Tax department in time and submit the same as documentary evidence.

**SIGNATURE OF TENDERER**

**SPECIMEN FOR FORM OF BID**  
*(To be executed on bidder's letter head)*

*[The Tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in both the Techno-Commercial and Price Covers separately.]*

Date: *[insert date (as day, month and year) of Tender Submission]* Tender No.: *[insert Tender number and Title]*

To: *[insert complete name of Port]*

We, the undersigned, declare that:

- (o) We have examined and have no reservations to the Tendering Documents, including Addenda No.: *[insert the number and issuing date of each Addenda, Clarifications issued after Pre-bid meeting along with Minutes]*;
- (p) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements *in accordance with the tender document bearing no. {insert Tender no.}*;
- (q) The total price of our Tender, excluding any discounts offered in item (d) below, is: *[insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]*; *[in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid"]*
- (r) The discounts offered and the methodologies for their application are:

**Discounts.** If our Tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.] [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid"]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*; *[in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid"]*

- (s) Our tender shall be valid for the period of time specified in **ITB Sub-Clause 2.3.3)** from the date fixed for the Tender submission deadline in accordance with **ITB Sub-Clause 5, ITT Sub-Clause 24.1)**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **ITB Sub-Clause 2.3**.
- (t) If our tender is accepted, we commit to obtain a performance guarantee in accordance with **ITB Sub-Clause 4.2** for the due performance of the Contract, as specified in specimen form for the purpose;
- (u) We, including any subcontractors or Contractors for any part of the contract, *[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the nationality each subcontractor and Contractor]*;
- (v) We have no conflict of interest in accordance with **ITB Sub-Clause**.
- (w) Our firm, its affiliates or subsidiaries – including any subcontractors or Contractors for any part of the contract – has not been declared ineligible by the Port, under laws of India or official regulations, in accordance with **ITB Sub-Clause**.
- (x) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with **ITB Clause 6.0** and as per specimen form the purpose;
- (y) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.
- (z) We also make a specific note clauses of ***[insert relevant nomenclature (in case of eqpt GCC, SCC and ITT)]*** under which the Contract is governed.
- (aa) In case of Out Station Firms, having a branch in India for liaison purposes, please mention the Name of the Contact person and Tel.No., Fax No., and mail-Id and also the Complete Postal Address of the Firm.
- (bb) We understand that the Communication made with the Firm at (m), by the Port shall be deemed to have been done with us.

Signed: *[insert signature of person whose name and capacity are shown]*  
In the capacity of *[insert legal capacity of person signing the Form of Tender]*

Name: *[insert complete name of person signing the Form of Tender]*

Duly authorized to sign the Tender for and on behalf of : *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_*[insert date of signing]*