

REPLY TO PRE-BID QUERIES (ADDENDUM NO.1)

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

TENDER ID : 2023_NMPT_761748_1

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

Date of pre-bid meeting 20-07-2023

The queries raised by the potential bidders were deliberated in the pre bid meeting and reply / clarifications of the Port to the bidders are as follows

Sl. No	Clause Reference	Query / Description	Reply / Clarification
1	NIT, Page 17	The TSH Dredger to be deployed shall be suitable to comply On-line dredging Monitoring system Employer to kindly confirm Currently, the TSHDs are not equipped with online dredge monitoring system. Therefore, Employer is requested to amend the clause suitably.	Refer Sl. No. 1 of the Corrigendum No.1
2	Sl. no. viii) of NIT, Page 19	Bid submission closing date and time: 03-08-2023 at 15.00 Hrs It is requested to provide minimum two weeks' time after notification of pre-bid clarification.	Due date of submission will be extended for two clear weeks from the date of uploading the reply to pre-bid queries
3	Cl. 2 b) of ITT, Page 23 Cl. 2 c) of ITT, Page 23 & Cl. 2 m) of ITT, Page 25	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). Original Power of Attorney & 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).	Refer Sl. No. 4 & 5 of the Corrigendum No.1

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Sl. No	Clause Reference	Query / Description	Reply / Clarification
		<p>Please confirm hard copies of only the following documents are required to be submitted:</p> <p>i. Original EMD</p> <p>ii. Original Power of Attorney</p> <p>iii. Duly filled and Stamped Integrity Pact (Annexure-D 1).</p> <p>Also, Employer is requested to confirm that all above documents 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.</p>	
4	Cl. 15 of ITT, Page 32	<p>Bid Validity:</p> <p>Bids shall remain valid for a period not less than one hundred Eighty days (180 days) after the last date for online bid submission.</p> <p>Since, keeping expensive dredging equipment idle for such a longer time is not viable for the Contractor, Employer is requested to reduce the bid validity for a period of 60 days.</p>	Refer Sl. No. 2 & 6 of the Corrigendum No.1
5	Cl. 16 of ITT, Page 32	<p>The BG shall be issued in favour of New Mangalore Port Authority in the Format at Annexure-A.</p> <p>The EMD may also be paid by RTGS in favour of Financial Adviser & Chief Accounts Officer, NMPA</p> <p>To: The Chief Engineer (Civil), NMPA</p> <p>Employer may please clarify on whose favour the Bank Guarantee towards EMD shall be obtained.</p>	The BG shall be issued in favor of FA&CAO, New Mangalore Port Authority
6	Cl. 19 I (iv) of ITT, Page 35	<p>The contractor shall execute indemnity bond in the prescribed format as per Annexure – 13</p> <p>Please confirm that the Indemnity bond shall be executed on stamp paper only by the successful bidder after award of work</p>	The blank format (Annexure – 13) duly signed and stamped shall be submitted during bid submission.

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Sl. No	Clause Reference	Query / Description	Reply / Clarification
		and blank format duly signed and stamped shall be submitted during bid submission.	
7	Cl. 34.2 of ITT, Page 40 Annexure-B, Page 47	The BG shall be issued in favour of New Mangalore Port Authority in the Format enclosed in Volume I as Annexure-B. In favour of: The Board of Trustees, NMPA Employer may please clarify on whose favour the Bank Guarantee towards Performance Security shall be obtained.	The BG shall be issued in favor of FA&CAO, New Mangalore Port Authority
8	Cl. 34 of ITT, Page 40	Performance Security: for an amount equivalent to 10% of the Contract price (Contract price including GST), as applicable rounded off to the nearest 1000. i) It is requested to consider Performance security for an amount of 10% of annual contract value . ii) Also, the Performance security amount considered by all other Ports/ entities is excluding GST . Kindly clarify.	Tender conditions prevails
9	Cl. 37.2 of ITT, Page 43	Re-use of dredged materials It is understood that, in case Contractor is not opting for re-use of dredged material, he can quote Zero against Sl. No. 5, Part-II of BOQ and in such case the material dredged from various areas shall be dumped in the offshore dumping ground by TSHD or barges, Please confirm.	Refer clause 14 of technical specification from Page No. 200 to Page No. 203
10	Cl. 38 of ITT, Page 43	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. Clauses 37.3 & 37.4 do not exist in the tender. Kindly clarify.	Refer Sl. No. 7 of the Corrigendum No.1

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Sl. No	Clause Reference	Query / Description	Reply / Clarification
11	Annexure-D I, Page 56	Pre Contract Integrity Pact ... M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the 'BIDDER' ... To be submitted in normal white paper signed & stamped by bidder in technical bid, please confirm. Also, it is requested to amend the Integrity Pact in such a way that, the Bidder's representative holding the Power of Attorney can sign the Integrity Pact	Tender conditions prevails
12	7.2 of GCC Page 134	In the event of the Contractor failing to complete the work in all respects within the time specified or within the extended time, 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 of Post Monsoon Dredging as Liquidated damages with reference to Appendix to tender. It is requested to amend the clause as below: <i>"In the event of the Contractor failing to complete the work in all respects within the time specified or within the extended time, hereof the Contractor shall pay or allow the Board to recover a sum equal to 0.5% of contract value per week or part thereof subject to a maximum of 5% of the Annual Contract value as Liquidated damages."</i>	Tender conditions prevails
13	CI 12.1 of GCC, Page 149 & CI 12.1 of ATT, Page 215	Right to vary / Limit of variation Employer is requested to reduce the limit of variation to + (10%)	Tender conditions prevails

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Sl. No	Clause Reference	Query / Description	Reply / Clarification
14	12.3 of GCC Page 150	Price adjustment i) It is requested to consider fuel component as 0.28 instead of 0.25. ii) Further, the price variation clause 12.3 shall be applicable for all three years of the contract period, Please clarify.	i) Tender condition prevails ii) Refer Sl. No. 8 of the Corrigendum No.1
15	Cl. 13.6 of GCC Page 150	Payment- “The Employer shall pay to the contractor: a) The amount certified in each Interim Payment Certificate with 28 days b) The amount certified in the Final Payment Certificate within 56 days...” Payments may please be released as per the following: “Certification within 7 days, thereafter interim payment within 15 days and Final bill within 30 days.”	Tender conditions prevails
16	Cl. 13.7 of GCC Page 156	Delayed Payment Employer is requested to reinstate the said clause in the tender.	Tender conditions prevails
17	13.8 of GCC Page 156	Retention Money: Retention money shall be deducted from each running bill @ 5% subject to a maximum accumulation of 5% of contract price. Employer is requested to consider Retention Money in the form of BG for the amount equivalent to 5% of annual contract value submitted in advance in lieu of deduction from the running bills. Accordingly, format for BG in lieu of Retention Money may please be provided.	Refer Sl. No. 9 of the Corrigendum No.1
18	18 of GCC Page 176	Force Majeure : Pandemics may also be considered under Force Majeure condition.	Tender conditions prevails

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Sl. No	Clause Reference	Query / Description	Reply / Clarification
19	28 of GCC Page 184 & CI 28 of ATT, Page 216	<p>Idle time: -Deleted-</p> <p>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.</p> <p>The L1 tenderer shall match with the lowest idle time quoted by other responsive bidders</p> <p>Employer is requested to reinstate the said clause in the tender. Item for Idle time charges shall be incorporated in the BOQ.</p> <p>Employer is requested to consider for deletion of the sentence "The L1 tenderer shall match with the lowest idle time quoted by other responsive bidders" as different dredgers have different capacities, year of built, daily operational/ maintenance costs, etc and hence idle times cannot be matched with lowest idle time charges of other bidder.</p>	Refer Sl. No. 11 of the Corrigendum No.1
20	CI 31 of CoPA Page 189	<p>Berth Face Dredging Equipment -</p> <p>The In-situ Dredging Equipment with allied equipment to available minimum 90 days of the contract period achieving the required depth at the completion of work.</p> <p>Please confirm the contractor will be allowed to demobilize the equipment deployed for Berth Face dredging immediately after achieving depths at respective berths.</p>	Tender conditions prevails
21	CI 33 of CoPA Page 189	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	Tender conditions prevails

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Sl. No	Clause Reference	Query / Description	Reply / Clarification
		executed. Since already Liquidated damages are applicable in the contract, Employer is requested to delete the said clause.	
22	Cl 8.13 of TS Page 199	Measurement of dredging quantities and Payment Since there is no monsoon dredging and BOQ also doesn't have option of providing any daily charges rates; Employer is requested to confirm the complete work is for Post monsoon dredging only and measurement is on in-situ basis.	Bidder understanding is correct
23	Cl 54 of AC, Page 212	Pilotage will be applicable as per NMPA requirements Please confirm that, Pilotage is not chargeable on Contractor.	Tender conditions prevails
24	Volume II, Sl. No. 01 of Bill of quantities, Page 229	Maintenance Dredging on in-situ basis by deploying the Trailer Suction Hopper Dredger 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. 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. Employer may kindly note that, maintenance dredging of channels / harbour shall not comprise of dredging hard strata, whether it may be due to settlement of fine silt, sand, etc. Moreover, such strata cannot be dredged with a TSHD, which is the main equipment deployed for maintenance dredging work and forms the main item of the contract. Therefore, Employer is requested to consider Hard patch dredging as a separate contract.	Tender conditions prevails. In the hard patch area, the successful bidder shall carryout dredging and achieve maximum levels achieved in the previous years 2022-23

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Sl. No	Clause Reference	Query / Description	Reply / Clarification
		Otherwise, separate item for hard patch dredging may be incorporated in the BOQ, which shall not bind the contractor to keep the TSHD idle even if its job is completed.	
25	Volume II, Sl. No. 02 of Bill of Quantities, Page 230	<p>Dredging on In-situ Basis by using any special dredging equipment viz., Grab/ Cutter/ Bucket/Plough etc. with..... and transporting and dumping the dredged material in the designated dumping ground. For satisfaction completion of the Dredging work</p> <p>Since the mentioned equipment is not allowed to continue dredging operation in front of berth due to berthing of cargo vessels and it has been experienced that special dredging equipment was allowed to work continuously maximum for about 2 days, whereas minimum 5 days are required to dredge each berth from 0 to 7m, hence special dredging equipment will be forced to station idle due to non-availability of berths. Hence, Employer is requested to include separate item in the BOQ for idle time charges of special dredging equipment viz., Grab / Cutter / Bucket / Plough etc.</p>	Tender conditions prevails
26	Form of Bid at page 65 & 234	<p>Form of Bid (revised) at Annexire-1, page 65 Form of Bid (at volume II, at page 234) Annexure 1-Form of Bid (revised) to be uploaded & submitted in Technical bid only, Please confirm. Since the price shall only be quoted in the BOQ in Excel format and as there is no provision for uploading any document other than BOQ, Employer may clarify about the format and submission process of Form of Bid (at Volume II).</p>	Annexure 1-Form of Bid (revised) to be uploaded & submitted in Technical bid only.

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27	Cl. x of NIT, Page 19	<p>Completion Period: 120 days</p> <p>Required at least 150 dredging days (excluding vessel routine maintenance, i.e., @ 26 days per month) to complete the maintenance dredging works/ achieving (of about 5.5 Mil. Cum) and design depths at all areas, except hard patches owing to siltation's/ cyclones (keeping in view of the performance of our vessels in the past).</p> <p>Employer may kindly review.</p>	Tender condition prevails
28	Cl. 9.1 of GCC, Page 141	<p>Taking over of the Works and Sections</p> <p>Employer is requested to allow area-wise taking over upon completion of the dredging, as siltation is affecting the already achieved depths during the Post surveys, resulting in delay in completion of work, LD & revenue loss in addition.</p>	Tender condition prevails
29	Cl. 8 of TS, Page 193	<p>Hydrographic survey: The berth faces joint surveys to be carried out by lead line method Berth face (0 mtr & at 2 mtr).</p> <p>Lead line sounding shall be carried out instead of Bathymetric survey for the underneath pump houses dredging areas and all berth frontages (0 m to 07 m).</p>	Tender condition prevails
30	Cl. 8.3 of TS, Page 194	<p>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.</p> <p>To avoid inordinate delays, as taken place in the earlier years, in finalisation of the dredging charts by Third party survey agent, which is hindering the whole bill process considerably, same to be addressed/ sorted out by Employer immediately, if</p>	Tender condition prevails

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Sl. No	Clause Reference	Query / Description	Reply / Clarification
		any.	
31	Cl. 8.4 of TS, Page 194	During Pre and Post dredging joint surveys, before commencement of joint surveys, the RTK observations at Base station is to be carried out Instead of RTK, DGPS system can be allowed as position fixing system, owing to site difficulties faced practically during the execution of works earlier.	Tender condition prevails
32	Cl. 8.13 of TS, Page 199	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. Quantity calculations based on Progressive surveys, for preferring interim bills, to be carried out in TIN Model in Hypack instead of Mid-ordinate method, which is being a time taking process.	Tender condition prevails
33	Cl. 8.13 of TS, Page 199	Siltation during the dredging period, if any shall be on the account of Contractor, the rate quoted shall be inclusive of such siltation. Compensation towards siltation due to natural phenomenon, cyclones, storms etc., shall be paid at actuals by Employer.	Tender condition prevails

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NEW MANGALORE PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

CORRIGENDUM- 1

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

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

TENDER ID: 2023_NMPT_761748_1

New Mangalore Port Authority by way of this **Corrigendum – 1** is making the following corrections to the tender document issued for the subject work.

SI No	Page No. Reference Clause	Amended clause / Attachment
1.	NIT, Page 17 • The TSH Dredger to be deployed shall be suitable to comply On-line dredging Monitoring system	The Clause is amended as follows : • The dredging work will be monitored by NMPA through online software developed by NTCPWC. The installation of software and software cost will be born by the Port.
2.	NIT, Page 15 & Cl. xi) Page No. 19 Validity of tender	The NIT clause and clause No. xi) are amended as follows : 90 days from the closing date of online submission of e-tender.
3.	Cl. 12 Note : c) of ITT, Page 30 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.	The Clause No. 12, Note : c) is amended as follows : c. It should have efficient Dredge position control monitoring system consisting of DGPS, necessary software capable of being loaded with survey data.

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SI No	Page No. Reference Clause	Amended clause / Attachment
4.	Cl. 2 c) of ITT, Page 23 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).	The Clause No. 2 c) is amended as follows : 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) within 7 days after the closing date for submission of online e-tender.
5.	Cl. 2 m) of ITT, Page 25 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)	The Clause No. 2 m) is amended as follows : 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) within 7 days after the closing date for submission of online e-tender.
6.	Cl. 15 of ITT, Page 32 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.	The Clause No. 15 is amended as follows : Bids shall remain valid for a period not less than ninety days (90 days) after the last date for online bid submission. A bid valid for a shorter period than 90 days shall be rejected by the Employer as non-responsive.
7.	Cl. 38 of ITT, Page 43 The clauses 37.1, 37.2, 37.3 & 37.4 above	The Clause No. 38 is amended as follows : The clauses 37.1 a, 37.1 b, 37.1 c & 37.1 d above are made as per various guidelines

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SI No	Page No. Reference Clause	Amended clause / Attachment
	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.	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.
8.	Cl. 12.3 b of GCC Page 150 b. The price variation Clause 12.3 is also applicable for the second year dredging.	The Clause No 12 b) is amended as follows : b. The price variation Clause 12.3 is applicable for all the three years.
9.	Cl. 13.8 of GCC Page 156 Retention money shall be deducted from each running bill @ 5% subject to a maximum accumulation of 5% of contract price.	The Clause No 13.8 is amended as follows : 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]. The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptable to the Port after the amount reaches half the value of the limit of retention money.

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SI No	Page No. Reference Clause	Amended clause / Attachment
10.	Cl. 8.3 of Technical specification Page 193 & 194	<p>The Clause No. 8.3 is amended as follows :</p> <p>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 194 Vol-I Technical Specifications TS -194 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.</p> <p>Each hydrographic survey shall be carried out using a survey launch, by using Multi Beam Eco sounder with Standard survey software acceptable to Engineer 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 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.</p> <p>The survey vessel guided by standard software acceptable to Engineer will be taken along the cross section lines and continuous depths shall be recorded by</p>

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SI No	Page No. Reference Clause	Amended clause / Attachment
		<p>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.</p> <p>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.</p>
11.	<p>Cl 28 of ATT, Page 216 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</p>	The clause No. 28 of ATT deleted

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