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**BID DOCUMENT FOR
DREDGING THE IOC JETTY BASIN
BEHIND SOUTH TANKER BERTH**

(e-Tendering Mode)
Website: www.tenderwizard.com/COPT

TENDER No. T15/T- 1927 /2020-C

**CHIEF ENGINEER'S OFFICE,
COCHIN PORT TRUST,
COCHIN-682009.**

PRICE:Rs.1575

COCHIN PORT TRUST

**TENDER FOR “DREDGING THE IOC JETTY BASIN BEHIND SOUTH
TANKER BERTH ”**

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COCHIN PORT TRUST

BID FOR

DREDGING THE IOC JETTY BASIN BEHIND SOUTH TANKER BERTH

(TECHNICAL BID)

COCHIN PORT TRUST

COCHIN – 682009

INDIA

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COCHIN PORT TRUST

CHIEF ENGINEER'S OFFICE,
COCHIN – 9.

Tender No.T15/T- 1927 /2020-C

Date : 25/09/2020

NOTICE INVITING TENDER

1. Electronic Tenders (**e-tenders**) on percentage basis are invited by Cochin Port Trust from reputed agencies in Single Stage Two Cover bidding procedure [Technical Bid and Price Bid], meeting the Minimum Eligibility Criteria specified below for the work of “**Dredging the IOC jetty basin behind South Tanker Berth**”.

2. **Minimum Eligibility Criteria:**

a) **Financial turnover :**

Average annual financial turnover of the tenderer during the last 3 years ending 31st March 2020 shall be at least **Rs.25.5 lakhs**.

b) **Experience:**

The tenderer should have successfully completed similar works either of the following, during last 7 years ending 31st August 2020:

(i) Three similar works, EACH work either costing not less than **Rs.25.5 lakhs** or involving in situ dredging quantity of not less than **5100 cum**.

OR

(ii) Two similar works, EACH work either costing not less than **Rs.34 lakhs** or involving in situ dredging quantity of not less than **6800 cum**.

OR

(iii) One similar work either costing not less than **Rs.51 lakhs** or involving in situ dredging quantity of not less than **10200 cum**.

Similar works means “*Dredging and disposal of dredged spoil in marine environment using any type dredgers*”.

c) **Dredger availability:**

The tenderer shall own a dredger / dredging equipment of adequate capacity to carry out the dredging **or**

In case, the dredgers proposed to be deployed for the work is made available on hire /charter, the tenderer shall produce an undertaking from the owner of dredger /dredging equipments for its ensured deployment till completion of the work.

Explanatory notes to a), b) & c) :

Note 1:- Similar Work(s) means “Dredging and disposal of dredged spoil in marine environment using any type dredgers”

Note 2:- Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

Table 1

Year before	Multiplying factor
One year [August 2019]	1.07
Two years [August 2018]	1.14
Three years [August 2017]	1.21
Four years [August 2016]	1.28
Five years [August 2015]	1.35
Six years [August 2014]	1.42

Note 3:- The experience certificate of works executed in private sectors/ organisations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.

Note 4:- Satisfactory Client/ Owners’s Certificate or documentary proof shall be submitted in support of the assignments / works performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. A statement duly certified by the Chartered Accountant showing the average annual Financial Turnover over the last 3 financial years and audited financial statements for the last three years shall be submitted .

Note 5:- The works reckoned for the above purpose are those executed by the tenderers as prime contractor or proportionately as member of joint venture or as a sub contractor authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience; documentary proof of such authorization / approval of the Employer shall also be submitted.

Note 6:- Authentic documents to prove the ownership of the dredger/ dredging equipment or an undertaking from the owner of dredger /dredging equipments for its ensured deployment till completion of the work shall be submitted.

3. **Other Eligibility Considerations**

3.1 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- ii) record of poor performance such as abandoning the works, not properly

completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

3.2 The bidders having EPF / ESI registration certificates only shall be considered for qualification in the tenderers, unless authentic proof for any exemptions is produced.

4. **Pertinent information to the tender is given in the following Tables:**

i) **Schedule of different activities till submission of the bid are detailed as under:**

Table 2

Sl. No.	Particulars	Date and Time
1	Tender e- publication date	<i>25/09/2020</i>
2	Download period of Bid Documents	<i>25/09/2020 to 15/10/2020</i>
3	Date of Pre-Bid meeting	<i>Not Applicable</i>
4	Last date for seeking clarification	<i>03/10/2020</i>
5	Last date and time of submission of Bid	<i>15/10/2020 up to 15.00 hrs</i>
6	Date and time of opening the Bid	<i>15/10/2020 after 15.30 hrs</i>

ii) **Bid information :**

Table 3

i)	Estimated Amount put to Tender	: Rs.85 lakhs.
ii)	Earnest Money Deposit	:Rs.85,000/- furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPT from any Nationalized Bank / Scheduled Bank in India.
iii)	Cost of Bid document	Rs.1575/- (Rs.1500+ 5% GST) (Non refundable) furnished either through Demand Draft/ Banker's Cheque drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPT from any Nationalized Bank / Scheduled Bank in India, being the cost of single copy of the tender document
iv)	Validity period of Tender	120 days from the Last Date of

		Submission of Bid.
v)	Time for Completion	2 (Two) months

5. This work is for dredging in front of IOCL jetty basin behind South Tanker Berth in Ernakulam Channel by deploying grab dredgers, cutter suction dredgers or any other suitable dredgers/ dredging equipments and disposing of dredged material in the nearby navigational Ernakulam channel at a distance minimum of 100m away from dredging location. The required depth to be obtained in the proposed dredging area is (-)5.50m.
6. Tender documents can be downloaded from the e-Tender portal www.tenderwizard.com/COPT on the dates specified in the above table by making online requisition. Bid document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Govt. tender website, www.tenders.gov.in, which can be downloaded for submission. The cost of bid document shall be furnished in the form of Demand Draft/ Pay order/ Banker's Cheque drawn in favour of FA & CAO, CoPT along with the submission of bid.
7. The bidders need to obtain the one time User ID & password for log-in to in **e-Tender** system from the service provider **M/s.KEONICS** by paying registration amount of **Rs.1124/-** by online payment using Credit/Debit Card/Net Banking or DD in favour of "KSEDCL, Bangalore".
8. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No.080-40482000 / 9746118529 / 9605557738.
9. Tenders shall be submitted "**online**" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the Tender Document.
10. The bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the queries of the bidders etc., if any, issued by the Employer, from the website before submission of the bid. **Any shortfall in submissions of the said Addenda/ Amendments/Errata/Replies to the queries of the bidders etc. duly signed along with the downloaded documents while submitting the bid will not be considered. Incomplete bid documents may be rejected.**
11. All Bids are to be submitted **online only** on the website www.tenderwizard.com/COPT. No Bids shall be accepted off-line (Hard copy).
12. Cochin Port Trust will not be held responsible for any technical snag or net work failure during online bidding. It is the bidder's responsibility to comply with the system requirements i.e. hardware, software and internet connectivity at bidder's premises, to access the e-Tender portal. Under any circumstances, Cochin Port Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
13. The bidder shall submit Originals of (i) DD /Pay Order/ Bankers Cheque towards

the cost of tender and EMD and (ii) Power of Attorney in favour of signatory(s) to the tender along with letter of submission in a sealed cover **to the Chief Engineer, Cochin Port Trust, W/Island, Cochin – 682009, KERALA**, before opening date and time of the tender. **Non submission of original financial documents towards cost of Tender document and EMD, before opening date and time, of the tender will be liable for rejection.**

14. Bidders who are registered with National Small Industries Corporation (NSIC), Govt. of India enterprises under “Single Point Registration Scheme” of Ministry of MSME shall be eligible for issue of tender document free of cost and exemption from payment of Earnest Money Deposit. They are required to submit documentary proof of such registration along with the offer, as detailed in Instructions to Tenderers, for claiming the available exemptions and also, a scanned copy of the Exemption / Registration Certificate duly notarized shall be uploaded in the e-tendering Portal. If the Registration Certificate does not pertain to the Category of ‘Similar Works’ mentioned above, the tender will be rejected.
15. The undersigned reserves the right to reject/cancel/postpone any one or all tenders at any stage of the tender, which shall be binding on all bidders.

**CHIEF ENGINEER
COCHIN PORT TRUST**

II. LETTER OF BID

To

The Board of Trustees of the Cochin Port Trust

Through

The Chief Engineer

I/We hereby bid for the execution for the Board, of the work specified in the underwritten memorandum within the time specified in the schedule attached hereto and in accordance in all respects with the specifications, designs, drawings and instructions in and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- a) General description : **“Dredging the IOC jetty basin behind South Tanker Berth”.**
- b) Estimated cost : Rs. 85.00 Lakhs
- c) Earnest Money Deposit : Rs.85000/- in DD/Pay order/Banker’s cheque encashable at Kochi
- d) Performance Security : 10% of the Accepted Contract Price
- e) Security Deposit : 5% of value of each Running Account Bill
- f) Contract Period : 2 (Two) months
- g) Schedule : 1 sheet attached

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions. I/We further agree to execute an agreement with the Board in the prescribed form or in default thereof to forfeit the earnest money deposited by me/us.

The sum of Rs.85000/- hereby forwarded in DD/ Pay order/Banker’s cheque, of a scheduled bank drawn in favour of Financial Advisor and Chief Accounts of Cochin Port Trust as earnest money, the full value of which is to be absolutely forfeited to the Board in office should I/We withdraw the offer or revise or go back upon the terms of the bid; or fail to commence the work specified in the memorandum or should I/We not furnish the Performance Security specified in the above memorandum, otherwise the said

sum of Rs. 85000/- in DD/ Pay order/Banker's cheque shall be retained by the Board on account of and towards such security deposit as aforesaid.

the day of 2020 . Dated

Address

Signature of Bidder

Witness

Address

Occupation

The above bid is hereby accepted by me on behalf of the Board

Dated the day of 2020.

**CHIEF ENGINEER
COCHIN PORT TRUST**

Signed and affixed the common seal of
Board of Trustees of the Port of Cochin

In the presence of

- 1)
- 2)

COCHIN PORT TRUST

2. INSTRUCTIONS TO TENDERERS

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COCHIN PORT TRUST

III. INSTRUCTIONS TO TENDERERS

1. Introduction

This tender is invited for “**Dredging the IOC Jetty basin behind South Tanker Berth**”. This work is undertaken by Cochin Port on behalf of Indian Oil Corporation Ltd (IOCL) on deposit work terms. This work involves dredging in front of IOCL jetty basin behind South Tanker Berth in Ernakulam Channel by deploying grab dredgers, cutter suction dredgers or any other suitable dredgers/ dredging equipments and disposing of dredged material in the nearby navigational Ernakulam channel at a distance minimum of 100m away from dredging location.

2. General Instructions

- 2.1 The work is to be executed as described in the Bid document and in particular in the Technical Specifications, Special Conditions, Schedule of Quantities and Drawings and in general includes, but is not limited to supplying all including consumables and equipment necessary to execute the work as described in the Bid Document.
- 2.2 Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, drawings etc. supplied herewith. The bidders shall inspect the site of work with prior appointment with the concerned Section Engineer of the work to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the work in the location. It will be deemed that prior to the submission of tender, the tenderer has visited the site and has satisfied himself as to the nature and location of the work, general and local conditions, particularly those pertaining to transportation, handling and availability and storage of materials, availability of labour, weather conditions, tidal variations at site, working conditions, ground level, nature of soil etc. and that the tenderer has estimated his cost accordingly and the Port Trust will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this Bid Document including addenda/corrigenda, within the quoted price.
- 2.3 A bidder shall be deemed to have full knowledge of all documents, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the notice and conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.
- 2.4 The bidders may please note that the EMPLOYER will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer's offices for making such enquiries till finalization of the bid.

- Should the EMPLOYER find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by the EMPLOYER.
- 2.5 Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.
 - 2.6 EMPLOYER will not be liable for any financial obligation in connection with the work until such time the EMPLOYER has communicated to the successful bidder in writing his decision to entrust the Work (covered by the bid document issued to him).
 - 2.7 E-mail offers will not be considered. Bidders should prepare their bid themselves and submit it "online". Bids submitted by agents will not be recognized.
 - 2.8 Bids received after the due date and time and any change in bid after the specified date & time will be rejected. EMPLOYER will not be responsible for the loss of the bid document or for the delay in postal transit.
 - 2.9 In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the bid.
 - 2.10 While evaluating the document, regard would be paid to National defense and security considerations, at the discretion of the Cochin Port Trust. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.
 - 2.11 If there are varying or conflicting provisions made in any document forming part of the contract, the Chief Engineer, Cochin Port Trust, Cochin – 682009, shall be the deciding authority with regard to the intention of the document which shall be binding on the Bidder.
 - 2.12 In case the department desires to inspect the equipments/ machinery for confirmation of its availability and capacity etc., necessary arrangements shall be made by the contractor for such inspection at his own cost.
 - 2.13 Any error in description, and any omissions there from shall not vitiate the contract or release the contractors from the execution of whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract
 - 2.14 All the Bank Guarantees (BGs) to be furnished except for EMD by the contractors in connection with the tender shall be sent to the Chief Engineer, Cochin Port Trust directly by the issuing bank under registered post with AD. The contractor shall take the responsibility of sending BGs directly to the Port Trust by the issuing bank.
 - 2.15 ***The contractor/ approved sub contractor if any, shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought into force from time to time.***
 - 2.16 ***The contractor/ approved sub contractor if any shall be registered under EPF and ESI Act irrespective of the number of people employed and the employees employed under them shall be covered in the EPF and ESI scheme. The contractors shall regularly remit the employer and employee contribution to the***

authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the part/final bill of contractors.

- 2.17 ***The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.***
- 2.18 Bidders who are registered with National Small Industries Corporation (NSIC), Govt. of India enterprises under “Single Point Registration Scheme” of Ministry of MSME shall be eligible for issue of tender document free of cost and exemption from payment of Earnest Money Deposit. **They are required to submit documentary proof of such registration along with the offer, as detailed in Instructions to Tenderers, for claiming the available exemptions and a scanned copy of Exemption / Registration Certificate duly notarized shall be uploaded in the e – tendering Portal. If the Registration Certificate does not pertain to the Category of “ Similar Works” mentioned under Minimum Eligibility Criteria, their tender will be rejected.**
- 2.19 If a bidder has already been awarded or qualified for a similar nature work with a higher value or equivalent value within the last 6 months from the date of notice inviting tender, the tender of such bidder shall be evaluated / considered for qualification with the documents submitted by the bidders in those tenders provided the Bidder clearly states the details of above such works in the Letter of Submission.
- 2.20 In the Letter of submission, the Bidder shall compulsorily indicate 2 nos. of current active e-mail IDs to which further Bid related communication can be sent by CoPT. All communication from CoPT shall be deemed to have been delivered when the e-mail is sent to the specified e-mail ID and the date of sending the e-mail by CoPT shall be considered as the receipt by the Bidder. CoPT shall no way be responsible for the non-receipt of any such communication by the Bidder due to whatever reason in this occur.

3. Invitation for Bids:

The Invitation for Bids is open to all eligible bidders meeting the eligibility criteria.

4. Downloading of Tender Documents:

Tender documents can be downloaded from the e-Tendering portal **www.tenderwizard.com/COPT** on the dates specified in NIT by making online requisition. Tender document can also be downloaded from Cochin Port website **www.cochinport.gov.in** or Government of India (GOI) tender portal **www.tenders.gov.in**. Demand Draft /B Pay order/Banker’s cheque for cost of tender document drawn in favour of the Financial Adviser & Chief Accounts Officer(FA &CAO), CoPT from any Scheduled / Nationalized Bank having its branch at Cochin shall be submitted at the time of submission of bids and scanned copy of the same shall be attached with the e-tender.

In case of tender document being downloaded from the website, at the time of uploading, the tenderer shall give an undertaking that no changes have been made in the document. Port’s 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 by the tenderer, the Port’s document shall prevail. For the discrepancies found at any time, the tenderer shall be liable for legal action.

5. One Bid per Bidder:

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

6. The Bidder

The Bidder shall be a single entity only.

7. 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.

8. 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 execution of the Works. The cost of visiting the site shall be at the Bidders' own expense.

9. Clarification of the Bidding Documents:

- 9.1 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** in writing at the following address, so as to reach them at least by **03/10/2020**. It is to be noted that no queries, clarifications will be answered after this date.

THE. CHIEF ENGINEER
COCHIN PORT TRUST,
WILLINGDON ISLAND,
KOCHI-9,
KERALA, INDIA.
Ph: - 91-0484- 2582401.
Fax:-91-0484- 2666414.
Email: ce@cochinport.gov.in

9.2 Pre-Bid Meeting:

No Pre-Bid meeting will be held for this tender.

10. Amendment of Bidding Documents:

The Chief Engineer Cochin Port Trust shall have the right to omit or suspend certain items of work or revise or amend the Bid documents prior to the due date of submission of the Bid by issuance of Addendum/Corrigendum. Any Addendum / Corrigendum thus issued shall be part of the tender documents. The Addenda/Corrigenda, if any, shall only be hosted in the e-tender portal as well as in the website of the Cochin Port. It is the responsibility of the Bidders to download such Addendum/ Corrigendum hosted in the website and submit the same duly signed along with the Bid. In order to afford the Bidders with reasonable time to take Addendum into account, or for any other reason, the Port Trust may, at its discretion, extend the due date for submission of Bid and bid extension notice shall be hosted in the web site.

11. Preparation of bids:

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

12. Minimum Eligibility Criteria:

a) Financial turnover :

Average annual financial turnover of the tenderer during the last 3 years ending 31st March 2020 shall be at least **Rs. 25.50 lakhs.**

b) Experience:

The tenderer should have successfully completed similar works either of the following, during last 7 years ending 31st August 2020:

(i) Three similar works, EACH work either costing not less than **Rs.25.50 lakhs** or involving in situ dredging quantity of not less than **5100 cum.**

OR

(ii) Two similar works, EACH work either costing not less than **Rs.34 lakhs** or involving in situ dredging quantity of not less than **6800 cum.**

OR

(iii) One similar work either costing not less than **Rs.51.00lakhs** or involving in situ dredging quantity of not less than **10200 cum.**

Similar works means “*Dredging and disposal of dredged spoil in marine environment using any type dredgers*”.

c) Dredger availability:

The tenderer shall own a dredger / dredging equipment of adequate capacity to carry out the dredging **or**

In case, the dredgers proposed to be deployed for the work is made available on hire /charter, the tenderer shall produce an undertaking from the owner of dredger /dredging equipments for its ensured deployment till completion of the work.

Explanatory notes to a), b) & c) :

Note 1:- Similar Work(s) means “Dredging and disposal of dredged spoil in marine environment using any type dredgers”

Note 2:- Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

Table 1

Year before	Multiplying factor
One year [August 2019]	1.07
Two years [August 2018]	1.14
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Four years [August 2016]	1.28
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Note 3:- The experience certificate of works executed in private sectors/ organisations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate.

Note 4:- Satisfactory Client/ Owners's Certificate or documentary proof shall be submitted in support of the assignments / works performed and claimed by the tenderer to fulfill the eligibility criteria for qualification. A statement duly certified by the Chartered Accountant showing the average annual Financial Turnover over the last 3 financial years and audited financial statements for the last three years shall be submitted .

Note 5:- The works reckoned for the above purpose are those executed by the tenderers as prime contractor or proportionately as member of joint venture or as a sub contractor authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience; documentary proof of such authorization / approval of the Employer shall also be submitted.

Note 6:- Authentic documents to prove the ownership of the dredger/ dredging equipment or an undertaking from the owner of dredger /dredging equipments for its ensured deployment till completion of the work shall be submitted.

13. Other Eligibility Considerations

13.1 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- d)** made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- e)** record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

13.2 **The bidders having EPF / ESI registration certificates only shall be considered for qualification in the tenderers, unless authentic proof for any exemptions is produced.**

14. Bid Prices:

14.1 Percentage Basis Contract

The Bidder shall fill the percentage above / below in the Bidder's Quoting Area under "Percentage Quoted" in the **Schedule-II** (Schedule of Quantities to be done on Contract) both in **figures and words**. The Bidder shall also fill 'Above / Below' column .

14.2 On scrutiny, if there are differences between the percentage given in figures and in words, the following procedure shall be followed:-

- a) When there is a difference between the percentage quoted in figures and in words, percentage in words shall be taken as correct.
- d) When the sign (+) / (-) and Above / Below does not correspond with each other, the words under Above / Below shall be taken as correct.

14.3 Rates Quoted

The rate quoted by the Tenderer shall be inclusive of the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever excluding Goods and Service Tax (GST). GST as may be applicable from time to time shall be shown separately in the invoice.

14.4 The Contract shall be for the whole Work based on the priced Bill of Quantities submitted by the Bidder. **The Bidder should ensure that his tendered percentage as per Price Bid is not mentioned anywhere in any documents in Technical Bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.**

14.5 Currencies of Bid and Payment:

The unit rates and the prices shown in Schedule II of this document are in Indian National Rupees (INR).

15. Bid Validity:

Bids shall remain valid for a period not less than one twenty days (**120 days**) from the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw his tender before these periods, or make any modification in the terms and conditions of the tender which are not acceptable to the department, the Earnest Money deposited by the tenderer shall be forfeited.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the Bidder to extend the period of validity for an additional period. The request and bidders response shall be made in writing. A bidder agreeing to the request will not be permitted to modify his bid (ie, the extension shall be unconditional) and shall submit an extension of EMD in case it is submitted in the form of Bank Guarantee.

16. Bid Security / EMD:

16.1 Each tender should be accompanied by an Earnest Money amounting to **Rs.:85,000/-** furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the Financial Adviser & Chief Accounts Officer, CoPT

from any Nationalized Bank / Scheduled Bank in India. Any bid not accompanied by an acceptable Bid Security shall be treated as Non-responsive and shall be rejected by the Employer.

16.2 Forfeiture of Bid security / EMD

Bid Security/EMD will be forfeited in the following cases:

- (a) If a Bidder withdraws his bid during the period of bid validity.
- (b) The Bidder does not accept the correction of the Bid Price pursuant to any arithmetical errors.
- (c) In case of a successful bidder fails
 - (i) to commence the work, within the specified time limit
 - (ii) to sign the Agreement or furnish the required Performance Security within the specified time limits

17. No Alternative Proposals by Bidders:

Bidders shall submit offers that comply with the requirements of the bidding documents. Alternatives will not be considered.

18. Format and Signing of Bid:

- 18.1 The Tenderer shall prepare one set of his Tender duly completed and signed, along with the set of Drawings and other documents mentioned hereinafter. The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power of Attorney (in original) authorizing the signatory/s of the Tender shall be enclosed. All pages of the bid where entries or amendments have been made shall be signed by the person or persons signing the bid.
- 18.2 If the tender is made by an individual it shall be signed by his full name and his address shall be given. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by person holding a proper power-of- attorney authorizing him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause, such power-of-attorney to be attached with the tender which must disclose that the firm is duly registered under Indian Partnership Act. If the tender is made by a Limited Company it shall be signed by a duly authorized person who shall produce with the tender satisfactory evidence of the authorization. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company.

19 Bid Submission:

- 19.1 Bid shall be submitted in two parts, **Part - I: Technical Bid** and **Part - II: Price Bid (Schedule II)** through **e- tender mode before 15.00 Hrs on 15-10-2020**.
- 19.2 The Technical Bid document and the scanned copies of the documents as detailed in clause 21 below shall be submitted through e-Tendering mode on www.tenderwizard.com/COPT.

- 19.3 Price bid (Schedule-II) in the provided format shall be submitted **only through e-tendering mode on www.tenderwizard.com/COPT** before 15.00 Hrs on **15/10/2020**. **In no case shall filled in Price Bid (Schedule II) be submitted in hard copy, as it shall result in rejection of the tender.**
- 19.4 Tenders shall be submitted “**online**” strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. The bidders should submit scanned copy of all the required documents such as DD / Banker’s Cheque towards the cost of tender and EMD; proof of experience, financial details etc. through the e-tendering portal.
- 19.5 **The Bidder shall submit Original (i) DD / Pay Order / Bankers Cheque towards the cost of tender document and EMD and (ii) Power of Attorney along with letter of submission in a sealed cover, super scribing thereon the Tender Number, Name of Work, date notified for submission of tender and the name of the tenderer. Tenders can either be brought in person or sent by registered post/ courier to the Chief Engineer, Cochin Port Trust, W/Island, Cochin - 682009, KERALA, before opening date & time of the tender. Tenders brought in person, shall be put in the Tender Box on or before the due date and closing time specified above.**
- 19.6 **Tenders without submitting the original documents towards Cost of Tender document and EMD as above, before opening date and time of the tender will be liable for rejection.**
- 19.7 The successful Bidder shall submit original copy of complete Technical Bid already submitted in e-mode within 7 days of receipt of Letter of Acceptance issued for the work.

20 Information Required in the Bid

20.1 Part I -Technical Bid shall contain the following:

- a) Earnest Money Deposit as described in Clause 16.1 above
- b) Cost of tender document
- c) Check list as per *Schedule I* attached along with Technical Bid in the e-Tendering Portal
- d) Letter of Submission (**Annexure-1**)
- e) Power of Attorney (in original) in favour of signatory/s to the Tender, duly authenticated by Notary Public. (**Annexure-2**)
- f) Details of Completed Similar works as per *Annexure - 3* and Certificates in proof of experience in similar works are also to be attached
- g) **Explanatory notes:**
 - (1) Original or Notary certified copy of completion certificates of each work issued by the owner/ the responsible officers of the owner under whom he has executed such contracts a work order shall be attached.
 - (2) If the experience in Similar Works is as a member of joint venture, Notary attested copy of joint venture agreement in this respect shall be attached.

- (3) If the experience in Similar Works is as a subcontractor, Notary attested copy(s) of approval issued by the Employer(s) authorizing as a sub-contractor; in proof of the claim of the tenderer as a sub-contractor shall be attached.
- (4) The works indicated in **Annexure-3** will only be considered for evaluation. Mere submission of work completion certificate will not be considered towards eligible assignment.
- h) A statement duly certified by Chartered Accountant showing the Average Annual Financial Turnover of the tenderer over the last three financial years [2019-20,2018-'19, & 2017-'18] (**Annexure-4**) supported by Audited Financial statements for the last three years.
- i) Form of Bid duly signed and sealed
- j) **Bid document including all addenda / corrigenda duly signed and sealed**
- k) Partnership Deed or Memorandum and Articles of Association of the Company and Registration certificate of the company as the case may be.
- l) **Copies of EPF , ESI, PAN and GST registration**
- m) Documentary proof for NSIC registration, if applicable.
- n) A declaration (**Annexure-5**):-
- o) List of dredgers/ dredging equipment proposed to be engaged for the work **Annexure-6**
- p) Details of the bidder opting for Refund of EMD through e-payment system as per **Annexure-7**.
- q) Bank information for e- Payment system as per **Annexure-8**.
- r) Details of litigation history, blacklisting etc. of the Bidder during the last 7 years. If nothing, a NIL statement shall be enclosed.
- s) Proposed methodology for Execution of work

20.2 Scanned copy of all the above documents shall be uploaded for on line submission of Technical Bid.

NOTE: If a bidder has already been awarded or qualified for a similar nature work with a higher value or equivalent value within the last 6 months from the date of notice inviting tender, the tender of such bidder shall be evaluated / considered for qualification with the documents submitted by the bidders in those tenders, provided the Bidder clearly states the details of above such works in the Letter of Submission.

20.3 List of Documents to be Submitted in Original.

- i) DD / Pay Order / Bankers Cheque towards Cost of Tender document and EMD
- ii) Power of Attorney, duly authenticated by Notary Public (vide **Annexure-2**)
- iii) Letter of Submission (**Annexure-1**)

20.4 Part II : "Price Bid" shall contain the Preamble to Bill of Quantity (BoQ) and BoQ- Schedule II shall be duly filled in and fully priced, which shall be submitted only in e-tendering mode.

21 Deadline for Submission of the Bids:

E-tenders attaching all documents shall be submitted ‘**online**’ in the **e tender portal** strictly in accordance with the terms and conditions of tender document before **the time and the day notified** in Table 2 of NIT.

The (i) Original DD / Pay Order / Bankers Cheque towards the Cost of Tender and EMD and (ii) Power of Attorney along with letter of submission in a sealed cover in original super scribed with the Tender Number, Name of Work, date notified for submission of tender and the Name of the Tenderer, should reach the office of the Chief Engineer, Cochin Port Trust, Cochin-9, on or before the time and the day notified in Table 2 of NIT.

22 Late Bids:

Any Bid received by the Employer after the Bid Due Date will be returned unopened to the bidder.

23 Bid Opening

23.1 Opening of BIDs will be done through online process. The Technical BIDs will be opened in the office of the *Chief Engineer, Cochin Port Trust* after **15.30 hours** on the last date fixed for receiving the Tenders in the presence of the authorized representatives of the Bidders, who choose to attend

23.2 Technical BID of only those bidders shall be opened online whose documents listed at Clause 21 above have been physically received. Physical submission towards EMD and Cost of Tender Document shall be verified initially. In case the Earnest Money and Cost of Bid document is not deposited or is not in order, the Bid will not be opened further and hard copy submitted will be returned.

23.3 In case, the Earnest Money and Cost of Bid document is deposited / in order, the Technical Bids submitted online will be opened, examined and evaluated in accordance with Clause 26 below

23.4 In the event of a Tender being rejected, the Earnest Money paid with such unaccepted Tender shall be refunded to the Bidder.

24 Bid Opening – Price Bid:

Price Bid of those Bidders found responsive on evaluation of Technical Bid, will be opened later. **Short listed Bidders will be communicated about the date and time of opening of the Price Bid through e-Tender portal notification / communication only and there will be no direct communication from department in this regard.**

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.

26 Examination of Bids and Determination of Responsiveness:

26.1 Prior to detailed evaluation of Bids, Cochin Port Trust will determine whether each Bid

- (a) meets the Minimum Eligibility Criteria 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 required Bid Security and cost of bid document.
- (d) undertakes in the Technical Bid that he has not incorporated any conditions in the Price Bid.
- (e) 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.

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

27 Correction of Errors:

Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as detailed in Clause 14.1 and 14.2

The amount stated in the Bid will be adjusted by the Employer in accordance with the above stated procedure for the correction of errors and shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected and the Bid security shall be forfeited in accordance with Clause 16.2.

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;
- (b) making appropriate adjustments to reflect discounts or other price modifications offered.

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 Proposals:

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 Tenderer's clarifications in any form will be treated as non-responsive and will run the risk of rejection. Price Bid of such Tenderer's will not be opened.

31 Award of Contract:

31.1 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.

31.2 The successful bidder will be informed the acceptance of his bid through a Letter of Acceptance (LOA) issued by the Employer.

31.3 The bidder whose bid is accepted shall convey his acknowledgement of receipt of the LOA within seven **days** of its receipt.

32 Release of Bid Security / EMD:

The Bid Security/EMD of unsuccessful bidder other than L1 and L2 will be refunded immediately after ranking of the Bids. The bid security of L2 bidder shall be refunded immediately after entering into agreement with L1 bidder and acceptance of the Performance Security. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security

33 Performance Security:

33.1 Within not later than 14 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form of Bank Guarantee (BG) for an amount equivalent to 10% of the Contract price rounded off to the nearest Rs. 1,000/- in the following forms;

- (i) Banker's Cheque / Demand Draft/Pay Order from any Nationalized Bank / Scheduled Bank.
- (ii) An irrevocable Bank Guarantee (BG) enforceable and encashable at Cochin, drawn from any Nationalized Bank / Scheduled Bank operating in India as per the proforma.

33.2 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 having its branch at Cochin acceptable by **Cochin Port Trust**. The BG shall be issued in favor of **Cochin Port Trust** in the Format enclosed in **Annexure-A** of Tender Document.

- 33.3 BG will remain in force till 30 days after the satisfactory performance of the contract and will be discharged thereafter subject to the condition stated therein. The obtaining of such guarantee shall be at the expense of the contractor in all respects. No interest is payable by the Employer on the guarantee amount. The BG shall be forfeited in full or part as decided by the Chief Engineer, whose decision will be final and binding on the Contractor, on failure of the contractor to perform or non-fulfillment of the terms and conditions of the Contract by the Contractor

34 Signing of the Contract

- 34.1 The successful bidder shall be required to execute an agreement at his expense on Kerala State stamp paper of proper value as per the Proforma indicated at **Annexure – B** to the Tender document for the due and proper fulfillment of the contract, **within 14 days** after the bidder receives the Letter of Acceptance or within such extended time as may be permitted by the EMPLOYER in this behalf. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the EMPLOYER together with addendum/corrigendum, bid clarification and all correspondences exchanged between EMPLOYER and the bidder, if any.
- 34.2 Till the formal agreement is executed, the Letter of Acceptance together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties
- 34.3 The contractor shall made 13 copies of the agreement and submit to the Employer within 7 days following the date of signing of Agreement.
- 34.4 In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to the forfeiture of Earnest Money Deposit

35 Fraud and Corrupt Practices:

- 35.1 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.

35.2 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;

(c) “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;

(d) “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

(e) “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.

SIGNATURE OF BIDDER

COCHIN PORT TRUST

ANNEXURES

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COCHIN PORT TRUST
Dredging the IOCL jetty Basin behind South Tanker Berth

LETTER OF SUBMISSION- COVERING LETTER
(ON THE LETTER HEAD OF THE BIDDER)

Date:

To

The Chief Engineer
Cochin Port Trust.

Sir,

Sub: Tender for “**Dredging the IOC jetty Basin behind South Tanker Berth**”

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

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

- (i) Power of Attorney (**Annexure-2**)
- (ii) Bid Security/EMD In the form of DD/ Pay Order / Banker Cheque bearing No -----dated -----, for Rs. Issued bybank.

We have also uploaded the following documents for online submission of Technical Bid.

- (i) Tender Document along with Addenda Nos ----,
- (ii) Details of Completed Similar works during the last seven years(**Annexure-3**)
- (iii) Average Financial Turnover over the last three financial year (**Annexure-4**)
- (iv) Declaration (**Annexure -5**)
- (v) Bankers Details (**Annexure-6 & 7**)
- (vi) Details of litigation history / blacklisting of the bidder

We also certify that further Bid related communication, if any, will be sent to the following e-mail IDs by CoPT

- (i).....
 - (ii).....
- (Furnish 2 nos. current active e-mail IDs)

Signature
(Authorized Signatory)

PROFORMA OF POWER- OF-ATTORNEY/LETTER OF AUTHORITY
(To be submitted on Non-judicial Stamp Paper of appropriate value)

To

The Chief Engineer
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

We _____

—
do hereby confirm that Mr./Ms./Messrs _____ [*INSERT
NAME AND ADDRESS*], whose signature is given below, is /are authorized to
represent us to bid, negotiate and conclude the agreement on our behalf with you against
Tender for **Dredging the IOCL jetty Basin behind South Tanker Berth**
(Tender No.T15/T-1927 /2020- C).

We confirm that we shall be bound by all and whatsoever our said agents shall commit.

Signature of the authorized person:

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

ANNEXURE - 3

DETAILS OF COMPLETED SIMILAR WORKS DURING THE LAST SEVEN YEARS ENDING 31st AUGUST 2020

Sl. No.	Name & Location of work	Owner's Complete address including Telex / Fax No. with contact Person	Value of Contract	Quantity of dredging involved	Duration of Contract			Details of work including disposal of dredged spoil	The type of dredger deployed	Reference No. & Date of Letter of Acceptance & completion certificate enclosed
					Commencement date	Scheduled completion date	Actual completion date			
1	2	3	4	5	6	7	8	9	10	11

Note: Bidder to enclose letter of intent and completion certificate issued by owner, certified by a Notary public or equivalent certifying authority.

COCHIN PORT TRUST
Dredging the IOCL jetty Basin behind South Tanker Berth

FINANCIAL CAPABILITY

(A) Average Annual Turnover of the Bidder

Turnover (Rs.)			
Year 1 (2019-'20)	Year 2 (2018-'19)	Year 3 (2017-'18)	Average

Instructions:

- (i). The Bidder shall provide audited Annual Reports / Audited financial statements such as balance sheets and profit & loss account statements as required under this Bid Document.
- (ii). Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

Certified by Chartered Accountant

Signature
(Authorized Signatory)

COCHIN PORT TRUST
Dredging the IOCL jetty Basin behind South Tanker Berth

DECLARATION

We M/s (*Name & address of the bidder*) hereby declare that:-

1. No conditions are incorporated in the Financial/ Price 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.
2. 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.
3. 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.
4. We do hereby confirm that no changes have been made in the tender document downloaded and uploaded by us for the above bid. 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 uploaded by the tenderer, the Port's document shall prevail.

Signature
(Authorized Signatory)

*** Notes:**

(i) Delete whichever is not applicable.

(ii) The above Declaration shall be submitted in the Letter head

ANNEXURE -6

DETAILS OF DREDGER(S) / DREDGING EQUIPMENTS PROPOSED FOR THE WORK.

Note:- The bidder is requested to give all relevant and complete information as required and if required he can use separate sheets.

Name of Dredger / Dredging equipment	Capacity and other Salient features of dredger / equipments	Whether load recording instrument available	Length x Beam x Loaded draft in metres	Year of Built	Whether owned/rented/ leased/specially manufactured	Location & Date of availability for mobilization for the work	Proposed period(s) of deployment for the work	Remarks
1	2	3	4	5	6	7	8	9

**DETAILS OF THE PARTY OPTING FOR REFUND OF EMD
THROUGH E-PAYMENT SYSTEM**

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
(Authorized Signatory)

**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	Cancelled Cheque	

Signature with seal
(Authorized Signatory)

**PROFORMA OF IRREVOCABLE BANK GUARANTEE FOR
PERFORMANCE SECURITY**

(To be submitted on Non-judicial Stamp Paper of Rs.100/-)

Ref: Bank Guarantee No _____

Date _____

To

The Cochin Port Trust
W/Island,
Cochin - 682009.

Dear Sirs,

In consideration of Board of Trustees of Port of Cochin (hereinafter referred to as the 'Employer' which expression unless repugnant to the context or meaning thereof includes its successors, administrators and assigns) having awarded to M/s _____ with its Registered / Head Office at _____ (hereinafter referred to as the "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a "CONTRACT" by issue of Employer's Letter of Acceptance dated _____ the same having been unequivocally accepted by the Contractor resulting in a "CONTRACT" bearing No. _____ dated _____ value at _____ for _____ and the CONTRACTOR having agreed to provide a Performance Security Guarantee for the faithful performance of the entire Contract equivalent to _____, to Employer.

We _____ having its _____ Head _____ office at _____ (hereinafter referred to as the "Bank", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all money payable by the Contractor for an amount not exceeding in aggregate the amount of _____ as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between Employer and CONTRACTOR or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of Employer and further agrees that the guarantee herein contained shall continue to be in endorseable till the Employer discharges its guarantee.

Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONTRACTOR. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against Contractor, and to exercise the same at any time in any manner and either to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between Employer and CONTRACTOR or any other course of remedy or security available to Employer. The Bank shall not be released of its obligations under these presents by any exercise by Employer of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of Employer or any other indulgence shown by Employer or by any other matter or thing whatsoever which under Laws would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that Employer at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that Employer may have in relation to the CONTRACTOR's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____*_____ and it shall remain in force upto and including _____**_____ and shall be extended from time to time for such period, as may be instructed in writing by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2020
 _____ at

WITNESSES

_____	_____
(Signature)	(Signature)
_____	_____
(Name)	(Name)

Bank's Rubber Stamp

_____	_____
(Name)	(Name)

(Official address)	(Designation with Bank Stamp)
--------------------	-------------------------------

+ Attorney as per Power of Attorney

No. _____

Dated _____

Notes:

- * This sum shall be 10% of the Accepted Contract Amount.
- ** The date will be thirty (30) days after the end of the period of Liability as specified in the Contract
- + In case of foreign Bank Guarantees, the same shall be routed through their corresponding bank operating in India.

AGREEMENT No:

AGREEMENT FOR THE WORK OF “DREDGING THE IOC JETTY BASIN BEHIND SOUTH TANKER BERTH ”

THIS AGREEMENT IS MADE on this day..... of2020 BETWEEN THE BOARD OF TRUSTEES OF COCHIN PORT TRUST, a body corporate under the Major Port Trust Act, 1963 having office on Willingdon Island, Cochin – 682 009 represented by its Chief Engineer, Sri., S/o....., aged years residing atVillage, Kochi Taluk, Ernakulam District (hereinafter referred to as the ‘Employer’ which expression shall include his successors, assignees and administrators in the office) of the one part and(hereinafter referred as “Contractor” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited Bids for “.....” vide Tender Call Notice No.datedand the Contractor submitted a Bid for the same giving rates/amounts subject to the terms and conditions etc. of the Bid document.

AND WHEREAS the said Bid submitted by the Contractor has been accepted by the Employer vide Letter of Acceptance No.datedissued to the Contractor while accepting their Bid.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows:

1. The Bid submitted by the Contractor for execution for the Board, of the work specified in the under written memorandum within the time specified in such memorandum at the rates/amounts specified in the schedule attached hereto and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in clauses of the annexed Conditions of Contract included and with such materials as are provided for, by and in all other respects in accordance with such conditions, is accepted.
2. It is mutually understood and agreed that, notwithstanding that the works has been sectioned, every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it.
3. The Contractor agreed to abide by and fulfill all the terms and provisions of the said conditions of contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.
4. The sum of Rs.85000/- hereby forwarded in DD/ Pay order/Banker’s cheque, of a scheduled bank drawn in favour of Financial Advisor and Chief Accounts of Cochin Port Trust as earnest money, the full value of which is to be absolutely forfeited to the Board in office should I/We withdraw the offer or revise or go back upon the terms of the bid; or fail to commence the work specified in the memorandum or should I/We not furnish the Performance

Security specified in the above memorandum, otherwise the said sum of Rs. 85000/- in DD/ Banker's cheque shall be retained by the Board on account of and towards such security deposit as aforesaid.

5. It is mutually agreed that the Bid in its entirety shall form part of this agreement. Apart from the Bid, the following shall also form part of the agreement.
- a) CoPT's letter No.....dated.....enclosing Addendum/Corrigendum No..., Annexure etc to the Bid document (Attachment - I).
 - b) Schedule of quantities submitted by
 - c) Letter of Acceptance as per CoPT's letter number.....
 - d) Acceptance of Letter of Acceptance by

MEMORANDUM

- a. General description of work : **DREDGING IN FRONT OF IOC JETTY BEHIND SOUTH TANKER BERTH**
- b. Estimated cost : Rs. 85.00 lakhs
- c. Performance Security : 10% of the Accepted Contract Amount
- d. Security Deposit : 5% of the Contract Price or value of work done whichever is higher
- e. Time allowed for commencement :
- f. Contract Period : 2 Two) months
- g. Schedule, Specifications, Conditions, Drawings etc. : 1 sheet

IN WITNESS WHEREOF ON BEHALF OF THE CONTRACTOR, and on behalf of the Board of Trustees of COCHIN PORT TRUST, the CHIEF ENGINEER has set his hand and seal and common seal of Trustees has been hereunto affixed the day and year first written above.

On behalf of the Contractor M/s.....

Signed, sealed and delivered By
Shri

(COMMON SEAL OF)
Signed and affixed seal of individual firms and common seal in the presence of :
1) Signature with address :
2) Signature with address :

On behalf of the Board of Trustees of COCHIN PORT TRUST

Signed, sealed and delivered by

CHIEF ENGINEER

Signed and affixed the common seal of Board of Trustees of COCHIN PORT TRUST,
in the presence of :

- 1) Signature with address :
- 2) Signature with address :

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IV. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Conditions of Contract ("these Conditions"), the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1 The Contract

1.1.1.1 "**Contract**" means the Contract Agreement, the Letter of Acceptance, the Letter of Bid, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

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 Bid submitted by the bidder, including any annexed documents.

1.1.1.4 "**Letter of Intent**" means intimation prior to Letter of Acceptance, issued to the bidder whose bid is acceptable.

1.1.1.5 "**Letter of Bid**" means the document entitled letter of bid, completed by the Contractor and includes the signed offer to the Employer for the Works.

1.1.1.6 "**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.

1.1.1.7 "**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.

1.1.1.8 "**Schedules**" means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bid, as included in the Contract. Such document may include the Schedule of Quantities, data, lists, and schedule of rates and/or prices.

1.1.1.9 "**Bid**" means the Letter of Bid and all other documents, which the Contractor submitted with the Letter of Bid, as included in the Contract.

1.1.1.10 "**Appendix to Bid**" means the completed pages entitled appendix to bid ie. addendum/corrigendum, any clarifications which are appended, to form part of the Letter of Bid.

1.1.2 Parties and Persons

1.1.2.1 "**Party**" means the Employer or the Contractor, as the context requires.

1.1.2.2 "**Employer**" means the Board of Trustees of Cochin Port Trust constituted under the Major Port Trust Act 1963 as amended by the Major Port Trust's Amendment Act 1982 or its authorized representative.

- 1.1.2.3 "**Contractor**" means the person/persons or firm or company/joint_venture company or consortium of companies whose bid is accepted by the Board and includes the Contractor's authorised agents, successors and permitted agents.
- 1.1.2.4 "**Engineer**" means the Chief Engineer of the Cochin Port Trust
- 1.1.2.5 "**Dy. Conservator**" means the Deputy Conservator of the Port.
- 1.1.2.6 "**Engineer-in-charge**" means the official in charge of the work and will be notified in LoA
- 1.1.2.7 "**Contractor's Representative**" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [*Contractor's Representative*], who acts on behalf of the Contractor.
- 1.1.2.8 "**Employer's Personnel**" means the Engineer, the assistants referred to in Sub-Clause 3.2 [*Delegation by the Engineer*] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel.
- 1.1.2.9 "**Contractor's Personnel**" means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Sub-contractor; and any other personnel assisting the Contractor in the execution of the Works.
- 1.1.2.10 "**Sub-contractor**" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.

1.1.3 Dates, Tests, Periods and Completion

- 1.1.3.1 "**Base Date**" means the date **14 days** prior to the latest date for submission of the Bid.
- 1.1.3.2 "**Commencement Date**" means the date notified under Sub-Clause 6.1 [*Commencement of Work*].
- 1.1.3.3 "**Time for Completion**" means the time for completing the Works or a Section (as the case may be) under Sub-Clause 6.2 [*Time of Completion, Compensation for Delay to Contractor's Negligence*], as stated in the Appendix to Bid (with any extension under Sub-Clause 6.4 [*Extension of Time for Completion*]), calculated from the Commencement Date.
- 1.1.3.4 "**Taking-Over Certificate**" means a certificate issued under Clause 7 [*Employer's Taking Over*].
- 1.1.3.5 "**Performance Certificate**" means the certificate issued under Sub-Clause 8.1 [*Performance Certificate*].
- 1.1.3.6 "**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.
- 1.1.4.2 "**Contract Price**" means the price defined in Sub-Clause 10.1 [*The Contract Price*], and includes adjustments in accordance with the Contract.

- 1.1.4.3 "**Cost**" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
- 1.1.4.4 "**Final Payment Certificate**" means the payment certificate issued under Sub-Clause 10.12 [*Issue of Final Payment Certificate*].
- 1.1.4.5 "**Final Statement**" means the statement defined in Sub-Clause 10.10 [*Application for Final Payment Certificate*].
- 1.1.4.6 "**Currency**" means Indian Rupees in which all of the Contract Price is payable.
- 1.1.4.7 "**Interim Payment Certificate**" means a payment certificate issued under Clause 10 [*Contract Price and Payment*], other than the Final Payment Certificate.
- 1.1.4.8 "**Payment Certificate**" means a payment certificate issued under Clause 10 [*Contract Price and Payment*].
- 1.1.4.9 "**Security Deposit**" means the amount retained by the Employer from the running account bill.
- 1.1.4.10 "**Statement**" means a statement submitted by the Contractor as part of an application, under Clause 10 [*Contract Price and Payment*] for a Payment Certificate.

1.1.5 Works and Goods

- 1.1.5.1 "**Contractor's Equipment**" means dredger, floating crafts, survey launch, all apparatus, machinery, and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.
- 1.1.5.2 "**Goods**" means Contractor's Equipment, and Temporary Works, or any of them as appropriate.
- 1.1.5.3 "**Plant**" means the apparatus, machinery and vehicles intended to form or forming part of the Works.
- 1.1.5.4 "**Section**" means a part of the Works specified in the Appendix to Bid as a Section (if any).
- 1.1.5.5 "**Temporary Works**" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.
- 1.1.5.6 "**Works**" mean the works to be executed in accordance with the Contract.

1.1.6 Other Definitions

- 1.1.6.1 "**Contractor's Documents**" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.
- 1.1.6.2 "**Country**" means India in which the Site (or most of it) is located, where the Works are to be executed.

- 1.1.6.3 "**Employer's Equipment**" means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the contractor in the execution of the Works, as stated in the specification; but does not include Plant which has not been taken over by the Employer.
- 1.1.6.4 "**Force Majeure**" is defined in Clause 15 [*Force Majeure*].
- 1.1.6.5 "**Laws**" means all national (Indian) (or state (Kerala)) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- 1.1.6.6 "**Performance Security**" means the security (or securities, if any) under Sub-Clause 4.2 [*Performance Security*].
- 1.1.6.7 "**Site**" means the places where the Works are to be executed and to which Plant and materials are to be delivered.
- 1.1.6.8 "**Unforeseeable**" means not reasonably foreseeable by an experienced contractor by the date for submission of the Bid.
- 1.1.6.9 "**Variation**" means any change as a variation under Clause 9 [*Variations and Adjustments*].

1.2 Interpretation

In the Contract, except where the context requires otherwise:

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

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.3 Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Appendix to Bid; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Appendix to Bid. However:
 - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer-in- Charge, a copy shall be sent to the Engineer-in-Charge or the other Party, as the case may be.

1.4 Law and Language

The Contract shall be interpreted and have effect in accordance with the Law of India and no suit or other proceedings relating to this contract shall be filed or taken by the contractor in any court of law except in the court of competent jurisdiction in Kochi.

The language for communications shall be the English language

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) The Contract Agreement (if completed),
- (b) The Letter of Acceptance
- (c) The priced Schedule of Quantities,
- (d) Bid Clarification,
- (e) The Technical Specification, Special Conditions of Contract and Information in Appendix to Bid.
- (f) The General Conditions of Contract.
- (g) The Drawings and Annexures to the bid document.
- (h) All Post bid correspondence and any other document forming part of Contract

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

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Letter of Acceptance, or within such time as extended by the Engineer. The Contract Agreement shall be in the prescribed departmental form annexed to the bid and is on Kerala State stamp paper of proper value. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement and connected expenses shall be borne by the bidder. Till such time, the bid together with the acceptance letter of the Board shall constitute a binding contract between the two parties.

1.7 Assignment

The Contractor shall not assign the whole or any part of the work to any other Party/Firm/Individual without prior written consent of the Employer.

1.8 Care and Supply of Documents

The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, one copy of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the Cost of the Contractor.

Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer-in-Charge six copies of each of the Contractor's Documents.

The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.

If a Party becomes aware of an error or defect of a technical nature in a document, which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.9 Employer's Use of Contractor's Documents

As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free Licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This Licence shall:

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

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

1.10 Contractor's use of Employer's Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other

documents made by (or on behalf of) the Employer. The Contractor may, at his Cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third Party by the Contractor, except as necessary for the purposes of the Contract.

1.11 Confidential Details

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

1.12 Compliance with Laws

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

- (a) the Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or being) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and
- (b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.
- (c) The Contractor shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the Regulations or By-laws of any local or other duly constituted authority which may be applicable to the Work or to any Temporary work and with such rules and regulations of Public bodies and Companies as aforesaid and shall keep the EMPLOYER indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, Regulation or Bye-Laws.

1.13 Joint and Several Liability- Deleted

1.14 Details to be Confidential

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

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

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

2. THE EMPLOYER

2.1 Right of Access to the Site

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

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

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

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

After receiving this notice, the Engineer -in- Charge 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, Licences or Approvals

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

- (a) by obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- (b) for the Contractor's applications for any permits, Licences or approvals required by the Laws of the Country:
 - (i) which the Contractor is required to obtain under Sub - Clause 1.12 [*Compliance with Laws*],

- (ii) for the delivery of Goods, including clearance through customs, and
- (iii) for the export of Contractor's Equipment when it is removed from the Site.

2.3 Employer's Personnel

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

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

2.4 Employer's Claims

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

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

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

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

3. THE ENGINEER

3.1 Engineer's Duties and Authority

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

The Engineer shall have no authority to amend the Contract

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

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

Except as otherwise stated in these Conditions:

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

3.2 Delegation by the Engineer

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

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

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

3.3 Instructions of the Engineer

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

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

- (a) gives an oral instruction,

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

3.4 Determinations

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

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

3.5 Management Meetings

The Contractor's Representative shall attend management meetings in order to review the progress and arrangements for future work. The Engineer-in-Charge 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 execute and complete the Works in accordance with the Contract and with the Engineer-in- Charge '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 execution, completion and remedying of defects.

The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of dredging. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or Specification of the Permanent Works.

The Contractor shall, whenever required by the Engineer-in- Charge, 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-in- Charge.

4.2 Performance Security

The Contractor shall obtain (at his Cost) and submit a Performance Security for proper performance, in the amount, currencies and mode stated in the Appendix to Bid.

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 Days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract in the event of:

- (a) failure by the Contractor to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Employer may claim the full amount of the Performance Security,
- (b) failure by the Contractor to pay the Employer an amount due, under Clause 16 [*Contractor's Claims*], within 42 Days after this agreement or determination,
- (c) failure by the Contractor to remedy a default within 42 Days after receiving the Employer's notice requiring the default to be remedied, or
- (d) circumstances, which entitle the Employer to termination under Sub-Clause 11.2 [*Termination by Employer*], irrespective of whether notice of termination has been given.

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

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

4.3 Contractor's Representative

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

Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer-in-Charge 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-in-Charge, 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-in- Charge's prior consent, and the Engineer-in- Charge 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-in-Charge 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 Sub-contractors

The Contractor shall not subcontract the whole of the Works. However, part work may be assigned by the Contractor to Sub-contractor(s) approved by the Employer.

The Contractor shall be responsible for the acts or defaults of any Sub-contractor, his agents or employees, as if they were the acts or defaults of the Contractor. However, unless otherwise stated, in case subcontract is approved by Employer then;

- (i) the Contractor shall give the Engineer-in- Charge not less than 15 Days' notice of the intended date of the commencement of each Sub-contractor'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 in the event of termination under Sub-Clause 11.2 [*Termination by Employer*].

4.5 Co-operation

The Contractor shall, as specified in the Contract or as instructed by the Engineer-in- Charge, 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.

4.6 Setting Out

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

4.7 Safety Procedures

The Contractor shall:

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

4.8 Quality Assurance

The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer-in-Charge shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Engineer-in-Charge for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer-in-Charge, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.9 Site Data

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

To the extent which was practicable (taking account of Cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence the Bid or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Bid as to all relevant matters, including (without limitation):

- (a) the form and nature of the Site, including sub-surface conditions,
- (b) the hydrological, oceanographic and climatic conditions,
- (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
- (d) the Laws, procedures and labour practices of the Country, and

- (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.10 Sufficiency of the Accepted Contract Amount

The Contractor shall be deemed to:

- (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and
- (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.9 [*Site Data*].

Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.11 Unforeseeable Physical Conditions

In this Sub-Clauses, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

If the Contractor encounters adverse physical conditions, which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer-in-Charge as soon as practicable and within 24 hours.

This notice shall describe the physical conditions, so that they can be inspected by the Engineer-in-Charge, 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-in-Charge may give.

If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to Sub-Clause 16.1 [*Contractor's Claims*] to:

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

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

4.12 Rights of Way and Facilities

The Contractor shall bear all Costs and charges for special and/or temporary rights of-way which he may require, including those for access to the Site. The Contractor shall also obtain, at his risk and Cost, any additional facilities outside the Site, which he may require for the purposes of the Works.

4.13 Avoidance of Interference

The Contractor shall not interfere unnecessarily or improperly with the convenience of the public.

The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any unnecessary or improper interference.

4.14 Access Route

The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site.

Except as otherwise stated in these Conditions:

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

4.15 Contractor's equipment

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

4.16 Protection of the Environment

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

4.17 Site Facilities

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

4.18 Progress Reports

Unless otherwise stated, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer-in- Charge in two 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.

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

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

4.19 Security of the Site

Unless otherwise stated:

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

The Contractor shall, throughout the Contract period, have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the work (so far as the same is completed or occupied by the Employer) in orderly state appropriated to the avoidance of danger to such persons.

4.20 Contractor's Operations on Site

The Contractor shall confine his operations to the Site, and to any additional areas, which may be obtained by the Contractor and agreed by the Engineer-in- Charge as working areas. The Contractor shall take all necessary

precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

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

Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, and rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition.

4.21 Fossils

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

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

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

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

5. STAFF AND LABOUR

5.1 Engagement of Staff and Labour

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

5.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions, which are not

lower than the general level of wages, and conditions observed locally by Employers whose trade or industry is similar to that of the Contractor.

5.3 Persons in the Service of Employer

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

5.4 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

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

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.

5.7 Health and Safety

The Contractor shall comply with all statutory requirements in respect of health and sanitation of his employees.

The Contractor shall send, to the Engineer-in- Charge, 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-in- Charge may reasonably require.

5.8 Contractor's Superintendence

(a) Throughout the execution of the Works, and as long thereafter as is necessary to fulfill the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

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.

(b) 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.

(c) Measures against Insect and Pest Nuisances:

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

(d) Alcoholic Liquor or Drugs:

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

(e) Arms and Ammunition:

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

(f) Festival and religious customs

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

5.9 Contractor's Personnel

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

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

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

5.10 Records of Contractor's Personnel and Equipment

The Contractor shall submit, to the Engineer-in- Charge, 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-in- Charge, until the Contractor has completed all work, which is known to be outstanding at the completion date, stated in the Taking-Over Certificate for the Works

5.11 Disorderly Conduct

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

6. Commencement, Delays and Suspension

6.1 Commencement of Work

The Contract period of dredging work shall be 30 days from the date of expiry of 15 days from the date of issue of Letter of Acceptance or date of commencement of work whichever is earlier.

The Contractor shall commence the execution of the Work not later than the date of expiry of 15 days from the date of issue of Letter of Acceptance.

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

The Contractor shall complete the whole works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), as detailed under clause 1.5 [*Area to be dredged and depth to be achieved*] of the Technical Specification.

In the event of the Contractor failing to comply with the requirements under clause 1.5 [*Area to be dredged and depth to be achieved*] of the Technical Specification, liquidated damages shall be paid by the Contractor as per clause 23 [*Liquidated damages for delay in completion*] of the Special Conditions of Contract

6.3 Dredging Programme.

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

6.4 Extension of Time for Completion

The Contractor shall be entitled subject to Sub-Clause 16.1 [*Contractor's Claims*] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 7.1 [*Taking Over of the Works*] is or will be delayed by any of the following causes:

- (a) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
- (b) exceptionally adverse climatic conditions,
- (c) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
- (d) Any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other Contractors on the Site.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer-in- Charge in accordance with Sub-Clause 16.1 [*Contractor's Claims*]. When determining each extension of time under Sub-Clause 16.1 [*Contractor's Claims*], the Engineer-in- Charge shall review previous determinations and may increase, but shall not decrease, the total extension of time.

6.5 Delays caused by Authorities

If the following conditions apply, namely:

- (a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,
- (b) these authorities delay or disrupt the Contractor's work, and,
- (c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under subparagraph (b) of Sub-Clause 6.4 [*Extension of Time for Completion*].

6.6 Rate of Progress

If, at any time:

actual progress is too slow to complete within the Time for Completion, other than as a result of a cause listed in Sub-Clause 6.4 [*Extension of Time for Completion*], then the Engineer-in- Charge may instruct the Contractor to submit, under Sub-Clause 6.3 [*Dredging Programme*], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

Unless the Engineer-in- Charge notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the dredging capacity and/or in the numbers of Contractor's Personnel, at the risk and Cost of the Contractor.

6.7 Contractor's responsibility

Notwithstanding the payment of liquidated damages if any under sub-clause 6.2 [*Time of Completion, Compensation for Delay to Contractor's Negligence*], this shall not relieve the Contractor from his obligation to complete the work or from any other obligations / liabilities under this Contract.

6.8 Suspension of Work

The Engineer-in- Charge may at any time instruct the Contractor to suspend progress of part or all of the Works.

The Engineer-in- Charge may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub Clauses 6.9 [*Consequences of Suspension*], and 6.10 [*Prolonged Suspension*] shall not apply.

6.9 Consequences of Suspension

If the Contractor suffers delay and/or incurs Cost from complying with the Engineer-in- Charge 's instructions under Sub-Clause 6.8 [*Suspension of Work*] and /or from resuming the work, the Contractor shall give notice to the Engineer-in- Charge and shall be entitled subject to Sub-Clause 16.1 [*Contractor's Claims*] to:

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

After receiving this notice, the Engineer-in- Charge 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 or workmanship

6.10 Prolonged Suspension

If the suspension under Sub-Clause 6.8 [*Suspension of Work*] has continued for more than 84 Days, the Contractor may request the Engineer-in- Charge 's permission to proceed.

6.11 Resumption of Work

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

7. Employer's Taking Over

7.1 Taking over of the Works

The Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 6.2 [*Time of Completion, Compensation for Delay to Contractor's Negligence*] 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-in- Charge for a Taking-Over Certificate not earlier than 14 Days before the Works will, in the Contractors opinion, be complete and ready for taking over.

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

8. Defects Liability

8.1 Performance Certificate

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

8.2 Unfulfilled Obligations

Deleted

8.3 Clearance of Site

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

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

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

9. Variations and Adjustments

No Price Variation will be applicable in this contract except due to change in legislation to the taxes and duties as below.

9.1 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 -in- Charge and shall be entitled subject to Sub-Clause 16.1 [*Contractor's Claims*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 6.4 [*Extension of Time for Completion*], and
 - (b) payment of any such Cost, which shall be included in the Contract Price.
- After receiving this notice, the Engineer-in- Charge shall proceed in accordance with Sub Clause 3.4 [*Determinations*] to agree or determine these matters.

10. Contract Price and Payment

10.1 The Contract Price

- (a) the Contract Price shall be agreed and be subject to adjustments in accordance with the Contract;
- (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these Costs except as stated in Sub-Clause 9.1 [*Adjustments for Changes in Legislation*].

10.2 Advance Payment- Deleted

10.3 Application for Interim Payment Certificates

The Contractor shall submit a Statement in four copies to the Engineer-in-Charge after each stage of work as stated in Clause 22 of Special Conditions of Contract, in a form approved by the Engineer-in- Charge, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.18 [*Progress Reports*].

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

- a) the Contract Price of the Works executed and the Contractor's Documents produced up to the end of the month;
- b) any amounts to be added and deducted for changes in legislation and changes in Cost, in accordance with Sub-Clause 9.1 [*Adjustments for Changes in Legislation*] and Clause 1.5 [*Area to be dredged and depth to be achieved*] of the Technical Specifications;

- c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Appendix to Bid to the total of the above amounts;
- d) Deleted
- e) any other additions or deductions which may have become due under the Contract or otherwise, including those under Sub-Clause 16.1 [*Contractor's Claims*] and Clause 28 [*Settlement of Disputes & Arbitration*] of Special Conditions of Contract; and
- f) the deduction of amounts certified in all previous Payment Certificates.

10.4 Schedule of Payments

Refer clause **No: 18 [*Bills & Payment Schedules*]** of Special Conditions of Contract.

10.5 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-in- Charge shall, within 10 Days after receiving a Statement and supporting documents, issue to the Employer an Interim Payment Certificate, which shall state the amount, which the Engineer-in- Charge fairly determines to be due, with supporting particulars.

However, prior to issuing the Taking-Over Certificate for the Works, the Engineer-in- Charge shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the Appendix to Bid. In this event, the Engineer-in- Charge 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-in- Charge, the value of this work or obligation may be withheld until the work or obligation has been performed.

The Engineer-in- Charge 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-in-Charge's acceptance, approval, consent or satisfaction.

10.6 Payment

The Employer shall pay to the Contractor:

- a) Deleted

- b) the amount certified in each Interim Payment Certificate within 21 Days after the Engineer-in- Charge receives the Statement and supporting documents; and
- c) the amount certified in the Final Payment Certificate within 45 Days after the Employer receives this Payment Certificate.

Payment of the amount due in Indian Rupees shall be made into the bank account, nominated by the Contractor.

10.7 Delayed Payment- Deleted

10.8 Retention Money (Security Deposit)

Retention Money shall be deducted from each running bill @ 5% subject to a maximum accumulation of 5% of Contract Price or the value of the work done whichever is higher .

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

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

10.9 Statement at Completion

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

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

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

10.10 Application for Final Payment Certificate

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

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

If the Engineer-in- Charge disagrees with or cannot verify any part of the draft Final Statement, the Contractor shall submit such further information as the Engineer-in- Charge may reasonably require and shall make such changes in

the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer-in- Charge the Final Statement as agreed. This agreed Statement is referred to in these Conditions as the "Final Statement".

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

10.11 Discharge

When submitting the Final Statement, the Contractor shall submit a written discharge, which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

10.12 Issue of Final Payment Certificate

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

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

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

10.13 Cessation of Employer's Liability

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

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

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

10.14 Currencies of Payment

All the payments under this Contract shall be made in Indian Rupees only. Refer Clause 25 [*Indian Contract Act*] of Special Conditions of Contract.

11. Termination by Employer

11.1 Notice to Correct

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

11.2 Termination by Employer

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

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

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

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

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

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

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

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

11.3 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 11.2 [*Termination by Employer*] has taken effect, the Engineer-in-Charge shall proceed in accordance with Sub-Clause 3.4 [*Determinations*] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

11.4 Payment after Termination

After a notice of termination under Sub-Clause 11.2 [*Termination by Employer*] has taken effect, the Employer may:

- (a) proceed in accordance with Sub-Clause 2.4 [*Employer's Claims*],
- (b) withhold further payments to the Contractor until the Costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other Costs incurred by the Employer, have been established, and/or
- (c) recover from the Contractor any losses and damages incurred by the Employer and any extra Costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 11.3 [*Valuation at Date of Termination*]. After recovering any such losses, damages and extra Costs, the Employer shall pay any balance to the Contractor.

11.5 Employer's Entitlement to Termination

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 14 Days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under

this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another Contractor.

After this termination, the Contractor shall proceed in accordance with Sub-Clause 12 [*Cessation of Work and Removal of Contractor's Equipment*] and shall be paid in accordance with Sub-Clause 15.6 [*Optional Termination, Payment and Release*].

12. Cessation of work and removal of Contractor's Equipment

After a notice of termination under Sub-Clause 11.5 [*Employer's Entitlement to Termination*] or Sub-Clause 15.6 [*Optional Termination, Payment and Release*] has taken effect, the Contractor shall promptly:

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

13. Risk and Responsibility

13.1 Indemnities

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

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

The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims; damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from Insurance cover, as described in sub-

paragraphs (c)(i), (ii) and (iii) of Sub-Clause 14.3 [*Insurance Against Injury to Persons and Damage to Property*].

13.2 Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 7.1 [*Taking Over of the Works*]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.

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

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

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

13.3 Defined Risks

The risks referred to in Sub-Clause 13.4 [*Consequences of Defined Risks*] 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 Sub-contractors,
- (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity,
- (e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
- (f) natural catastrophes such as earthquake, tsunami, hurricane, typhoon or volcanic activity.

13.4 Consequences of Defined Risks

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

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

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-in-Charge and shall be entitled subject to Sub-Clause 16.1 [*Contractor's Claims*] to:

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

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

13.5 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 indemnity under this Sub-Clause.

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

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

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

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

indemnifying Party failed to take over the conduct of any negotiations, Litigation or arbitration upon being requested to do so by such other Party.

13.6 Limitation of Liability

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

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

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

14. Insurance

14.1 General Requirements for Insurances

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 Bid (calculated from the Commencement Date), submit to the Employer:

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

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

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

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

If the Contractor fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide

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

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

14.2 Insurance for Contractor's Equipment

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

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

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

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

14.3 Insurance against Injury to Persons and Damage to Property

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

The insurances specified in this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be extended to cover liability for all loss and damage to the Employers property {except things Insured under Sub-Clause 14.2 [*Insurance for Contractor's Equipment*] } arising out of the Contractor's performance of the Contract, and
- (c) may however exclude liability to the extent that it arises from:
 - (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,
 - (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and
 - (iii) a cause listed in Sub-Clause 13.3 [*Defined Risks*], except to the extent that cover is available at commercially reasonable terms.

14.4 Insurance for Contractor's Personnel

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

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

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

In respect of any persons employed by any Sub-contractor, the Contractor's obligations to insure these persons under this sub-clause shall be satisfied if the Sub-contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such Sub-contractor to produce before the Employer such policy of insurance and the receipt for the payment of current premium.

Notwithstanding what is stated in the above clauses, all the floating crafts including dredgers deployed in the operation should be insured under Marine Hull Policy and covered for various Port risks including pollution and wreck removal by a P & I Club which is a member of an International Group of P & I Club. However, in the case of Indian Flag Vessel (s) including Indian Flag Dredger(s), which are covered by Indian/National Insurance Company for

wreck removal and by P&I Club for third party liabilities, the insurance requirement as detailed above will not be mandatory.

15. Force Majeure

15.1 Definition of Force Majeure

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

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

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

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, terrorism, revolution, insurrection, military or usurped power, or 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, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as earthquake, tsunami, hurricane, typhoon or volcanic activity.

15.2 Notice of Force Majeure

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

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

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

15.3 Duty to Minimise Delay

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

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

15.4 Consequences of Force Majeure

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

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

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

15.5 Force Majeure Affecting Subcontractor

If any Sub-contractor is entitled under any Contract or agreement relating to the Works to relief from Force Majeure on terms additional to or broader than those specified in this Clause, such additional or broader Force Majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

15.6 Optional Termination, Payment and Release

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 Days by reason of Force Majeure of which notice has been given under Sub-Clause 15.2 [*Notice of Force Majeure*], or for multiple periods which total more than 140 Days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 Days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 12 [*Cessation of Work and Removal of Contractor's Equipment*].

Upon such termination, the Engineer-in-Charge shall determine the value of the work done and issue a Payment Certificate which shall include:

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;

- (c) any other Cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works; and
- (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's Works in his country (or to any other destination at no greater Cost).

15.7 Release from Performance under the Law

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 15.6 [*Optional Termination, Payment and Release*] if the Contract had been terminated under Sub-Clause 15.6 [*Optional Termination, Payment and Release*].

16. CONTRACTOR'S CLAIMS

16.1 Contractor's Claims

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer-in- Charge, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, 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-in- Charge. Without admitting the Employer's liability, the Engineer-in- Charge 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-in- Charge to

inspect all these records, and shall (if instructed) submit copies to the Engineer-in- Charge.

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-in- Charge, the Contractor shall send to the Engineer-in- Charge 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-in- Charge 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-in- Charge.

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

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

Refer Clause 28 [*Settlement of Disputes & Arbitration*] of Special Conditions of Contract.

17. PROPERTY IN EXCAVATED MATERIALS

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found during

excavation / dredging shall be placed under the care and authority of the Employer.

18. DRAWINGS & DESIGNS

General details of the Works are shown on the Drawings accompanying this Bid document.

19. CONTRACT SUPERSEDES PREVIOUS DOCUMENTS

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

20. BRIBES AND COMMISSION

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his or their behalf to any officer, servant, representative or agent of the Engineer-in- Charge 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- Charge in such a manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and conclusive.

21. IDLE TIME

No Idle time charges shall be payable on any account.

22. SECURITY CLEARANCE

Prequalification of bidders is subject to security clearance from Government, at the discretion of Cochin Port Trust. The bids received from any tenderer may be summarily rejected on National Security consideration without any intimation thereof to the tenderer.

APPENDIX TO BID (1 of 2)

Item	Sub-Clause	Data
Employer's Name and Address	1.1.1	Board of Trustees of Cochin Port Trust
Contractor's Name and Address	1.1.2.	(To be indicated after award of work)
Engineer-in-Charge's Name and Address	1.1.6	Notified in Letter of Acceptance
Time of Completion of the Work	6.2	2(Two) months from the date of commencement
Defects liability	8	(Not applicable)
Electronic Transmission Systems	1.2	E-mail/Fax
Governing Law	1.3	Law of India
Ruling Language	1.3	English
Language for Communication	1.4	English
Time for Access to the Site	2.1	As detailed in the Letter of Acceptance
AMOUNT OF PERFORMANCE SECURITY	4.2	10% of the Accepted Contract Amount (in Indian Rupees), through an irrevocable Bank Guarantee, enforceable and encashable at Kochi, drawn from any Nationalised Bank / Scheduled Bank in India
Normal Working Hours	5.5	24 Hrs. / Day x 7 Days/ Week
Liquidated damages	19	As per clause 23 [<i>Liquidated damages for delay in completion</i>] of the Special Conditions of Contract.

APPENDIX TO BID (2 of 2)

Item	Sub-Clause	Data
Total Interest bearing Advance	10.2	NIL
Number and Timing of the Installments	10.4	As per clause 22 [Bills & Payment Schedule] of the Special Conditions of Contract
Minimum amount of Interim Payment Certificate	10.5	Not Applicable
Percentage of Security Deposit	10.8	5% of value of each Running Account Bill
Limit of Security Deposit	10.8	5% of Contract Price or value of work done whichever is higher
Periods for submission of Insurance:		
a) evidence of insurance	14.1	15 Days within receipt of LOA
b) relevant policies	14.1	15 Days within receipt of LOA

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V. TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Scope of Work

The scope of work involves **dredging in front of IOCL jetty adjacent to South Tanker Berth in Ernakulam Channel** by deploying cutter suction dredgers, grab dredger, backhoe or any other suitable dredgers/ dredging equipments of adequate capacity and disposing of dredged material in the nearby navigational channel at Ernakulam channel at a distance minimum of 100m away from dredging location as directed by the Engineer-in-Charge. The required depth to be obtained in the proposed dredging area is (-)5.50m. The work is to be executed in front of the IOCL jetty and the dredging area is marked in the layout plan attached. Average available depth at the proposed area to be dredged is about (-) 3.80m. The materials like rubble, concrete blocks etc, if any encountered at the proposed dredging area shall be removed and placed at the shore nearest to the dredging area. Bidders should take note of encountering of all such materials during dredging while submitting the bid and their quote shall include removal of all such material while carrying out dredging.

- 1.2 Quantities, drawings and specifications given in the Tender 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 the contract and the work shall be completed in all respects within the specified period within the date of commencement of the contract

1.3 Nature of Work

The works under the contract comprise dredging and conveying and disposing the dredged material at specified location and also removing and disposing the obstructions, if any, from this area to the shore as directed by the Engineer-in-charge, by deploying grab dredger /cutter suction dredger or any other suitable dredgers/ dredging equipments.

1.4 Location

The proposed dredging area is in front of Indian Oil Corporation jetty, located near to Fine Arts hall at Ernakulam and behind the South Tanker Berth in the Ernakulam Channel of Cochin Port in W/Island. The location of the proposed dredging site is shown in the Layout Plan attached. The site is accessible through water and road.

1.5 Area to be dredged and depth to be achieved

The basin in front of the IOCL jetty, as marked in the Layout Plan shall be deepened by dredging for providing a depth of (-) 5.50 m and the area to be dredged is about 8200 m². The availability of specified depth on completion of work shall be evidenced by the soundings taken on that date. The deepening work shall be considered as completed only if the side slopes of the Basin is not steeper than 1 Vertical to 6 Horizontal. Maximum permissible dredged depth in the basin shall be (-)6.00 m.

1.6 Side slopes

The Dredging shall also cover the adjacent areas for achieving side slopes within the specified limits. The deepening work shall be considered as completed only if the side slopes of the Basin are not steeper than 1 Vertical to 6 Horizontal.

The soundings of the side slopes shall be taken for a width of 20m or such smaller distance as decided by the Engineer in charge, for sides of the basin, beyond the boundary line of the area of the basin, in which the specified depth is to be achieved. The soundings of side slopes are to be taken at a longitudinal interval not exceeding 5m and on the cross section the intervals shall be not more than 2.5m. Soundings of the side slopes shall be taken on completion of the work.

1.7 Dredger(s) to be deployed.

1.7.1 Grab dredger /cutter suction dredger / Back hoe dredger or any other suitable dredgers/ dredging equipment, capable for carrying out the dredging within the time period stipulated, shall be deployed for the work. The tenderer shall own a dredger / dredging equipment of adequate capacity to carry out the dredging or in case, the dredgers proposed to be deployed for the work is made available on hire /charter, the tenderer shall produce an undertaking from the owner of dredger /dredging equipments for its ensured deployment till completion of the work.

1.7.2 In case of breakdown of dredger(s), alternate dredger(s) has/have to be mobilised, without affecting the programme of Work and without any additional expenditure to the Port. The alternate dredger(s) shall be deployed within 7 Days of breakdown. The Contractor shall mobilize the alternate dredger(s), in case of break down without waiting for an instruction from department so as to comply with above requirement.

1.7.3 Dredger(s) deployed for the Work should have adequate capacity to achieve the required depth in the basin as specified under clause 1.4 above.

1.7.4 The Contractor shall mobilize adequate number of dredgers of appropriate/suitable type and capacity for executing the work and achieving the specified depth.

1.7.5 Deployment of Water Injection Dredger for carrying out the Work is not allowed.

1.7.6 In case of breakdown of dredger(s), alternate dredger(s) has/have to be mobilized, without affecting the programme of Work and without any additional expenditure to the Port. The Contractor shall mobilize the alternate dredger(s) immediately, in case of break down without waiting for an instruction from department so as to comply with above requirement.

1.8 Disposal of dredged material.

The dredging material shall be disposed to the nearby Ernakulam navigation channel at about 100m away from the basin where depths are in excess of (-)6.00m. If Cutter Suction Dredger is used, material can be directly pumped to the navigational channel adjacent to the dredging where depth is in excess of

(-)6.00m. If other dredgers are used, the material shall be disposed off uniformly at places in the nearby navigational the channel where depth is in excess of (-)6.00m and it should be ensured that at no places the depth should be reduced below (-) 6.00m due to dumping of dredged material.

1.9 Mobilisation and Demobilisation.

Maximum allowable period for mobilization of dredgers for commencement of work shall be 15 days from the date of receipt of Letter of Acceptance. No separate mobilisation or demobilisation charges shall be payable for the deployment of dredgers and the cost of mobilisation and demobilisation charges of the dredgers deployed shall be included in the rate quoted for the Works.

1.10 Dredging Programme

- 1.10.1 Before commencement of dredging, the dredging programme will be prepared by the Contractor in consultation with the Engineer in charge of the Port, matching with the Dredger deployment schedule submitted by the Contractor along with the bid. It shall be ensured that the actual dredger deployment generally adhere to the Dredger deployment schedule contemplated at the time of the bid. However, the performance of the dredging shall be continuously monitored and in case the expected progress of Work is not achieved, the capacity of the dredgers shall be increased as directed by the Engineer, at no extra Cost. Notwithstanding the above, it will be the sole responsibility of the Contractor to plan the dredging programme, so as to attain the widths and depths at various locations of the area.
- 1.10.2 No claim shall also be entertained by the Port on account of delay due to shipping movements, due to restriction by Indian Navy on account of firing exercise or for similar reasons.

2 SITE INFORMATION

2.1 Bed Material

The bed material in the proposed dredging area consists of fine silt and clay/ clayey sand.

2.2 Meteorological Data

2.2.1 Wind

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

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

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

2.2.2 Cyclonic Storms and Depressions

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

2.2.3 Air Temperature

Temperature at Cochin varies from about 23° to 32.5° C. There are not much distinct seasonal variations in the temperature, which is more or less uniform throughout the year. However, highest temperatures tend to occur in the months of March to May. The low temperature occurs during December and January.

2.2.4 Relative Humidity

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

2.2.5 Rainfall

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

2.2.6 Visibility

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

2.3 Oceanographic Information

2.3.1 Waves

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

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

2.3.2 Tides

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

Highest High Water Level	:	+1.20
Mean High Water Spring (MHWS)	:	+0.92m
Mean Low Water Spring (MLWS)	:	+0.80m
Mean Sea Level (MSL)	:	+0.582m
Mean High Water Neap (MHWN)	:	+0.60m
Mean Low Water Neap (MLWN)	:	+0.30m

Lowest Low Water Level : +0.20m

2.3.3 Currents

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

2.3.3.2 The tidal flow inside harbour basin, towards south bifurcates and flows around Willingdon Island giving rise to maximum current velocities both in Ernakulum and Mattancherry channels but their magnitude is different at different locations inside harbour. In the shallow natural channels on the northern side, velocities are low. While velocities during dry season follow a definite pattern, monsoon brings in large amount of fresh water and this gives rise to highly stratified conditions in the navigation channels. The distinct saline wedge which intrudes into channel was shown to exhibit sharp reversal of velocities. As can be expected, peak velocities occur at the Cochin Gut. As per observations, the maximum current velocities at the Cochin Gut during the non-monsoon periods are of the order of 3 knots, which could increase to as high as 5.5 knots during the monsoon periods. Inside the harbour the current velocities are low, of the order of 0.5 knots only, with directions varying at different locations. Maximum flood velocities during monsoon were observed at the bottom due to density currents.

3 SCHEDULING OF WORK

3.1 General

Before commencement of dredging, the dredging programme will be prepared by the contractor in consultation with Engineer-in-charge for the work and the dredging will be carried out as per this plan. It will be the sole responsibility of the contractor to plan the dredging programme so as to attain the widths and depths at the proposed dredging area.

3.2 Chart Datum

Port's Chart Datum is 0.582 m below Indian Mean Sea Level with reference to the tide gauge established for the purpose. Levels indicated elsewhere in the document / drawings is with respect to Chart Datum.

3.3 Tolerance

No reduction in required length, width and depth as required in the approved dredging plan/programme is permissible. However, Positive tolerance (increase in specified depth) upto (+) 0.50m is allowed.

3.4 Method of Measurement

The contractor has to dredge and deepen the earmarked area to the specified depth and width. The width and depth shall be verified before every payment throughout the contract period by a joint survey carried out by the Marine Survey Subdivision of the Port and / or the Port's authorized agency and the contractor, using the equipments and following the procedures detailed separately in this contract.

Dredging shall be carried out for achieving the stipulated and the quantity dredged shall be in-situ quantity, assessed based on the approved joint pre and post surveys, subject tolerance permitted as per 3.3 above.

3.5 Over dredging

No payment will be made for over dredging over and above the permissible tolerance.

3.6 DISPOSAL TOLERANCES

- 3.6.1 The contractor shall ensure that no dredged soil is dumped in the Ernakulam channel where depth is less than (-) 6.00m as specified in the tender.
- 3.6.2 In case of dumping of dredged material by the contractor at unauthorised places and times, such quantities so dumped and as assessed by the Engineer-in-charge shall be removed by the contractor at his cost and the same shall be dumped in the specified area.
- 3.6.3 The Contractor shall mark the limits of the area(s) indicated with suitable buoys and shall carry out the dumping as per the instruction of the Engineer in Charge.

4 SURVEYING

4.1 General

- 4.1.1 Information to enable the Contractor to accurately define the boundaries of the dredging is supplied on the Drawings. It shall be the Contractor's responsibility to erect and maintain any visual or other marks at site required to accurately control the dredging and dumping operations.
- 4.1.2 The Contractor shall provide all labour, qualified hydrographic surveyor, materials, plant and equipment including sea worthy launch, position fixing equipments, etc. and arrange setting out works, taking of soundings, preparation of sounding charts, monitoring progress of surveying the areas of dredging for which the Employer's representative shall be available at any time.
- 4.1.3 Each survey shall be undertaken by a surveyor suitably experienced in hydrographic survey work engaged by the Contractor, whose "curriculum vitae" is acceptable to the Engineer in charge.
- 4.1.4 Field measurement and collection of data shall be executed to a degree of accuracy in horizontal and vertical directions and processed to scale and to the full satisfaction of the Employer. Employer's Representative shall be present during any surveys or any connected activities on site.
- 4.1.5 The contractor shall notify the Engineer - in -charge/ Hydrographic Surveyor 48 hours in advance of commencing any survey work.
- 4.1.6 In the case of surveys, the Hydrographic Surveyor of the Cochin Port shall be the final authority.

4.2 Launch and sounding equipments

4.2.1 Launch

The contractor shall provide, maintain and operate with a skilled and efficient crew to the satisfaction of the Engineer in survey launch suitable for surveying and site investigation/supervision of work.

4.3 Setting out works

4.3.1 The setting out of boundaries and alignments of the dredging area under the contract shall be executed by the Contractor. All the surveys and connected activities shall be executed in the presence of Employer's Representative.

4.3.2 Setting out works shall be done by the Contractor on such dates as to permit timely commencement of the work

4.3.3 The Contractor shall be responsible for the accuracy of the setting out.

5.0 HYDROGRAPHIC SURVEY

5.1.1 Sounding Survey Requirements

5.1.1 Hydrographic Surveys shall be performed by using chain having lead weight of 2.5 Kg as shown in Figure 1. The location of the sounding lines shall be fixed such that they are at an interval not more than 5m measured along the longitudinal directions of the basin. Grid lines shall be not more than 2.50m apart. The Engineer in Charge may decide at their discretion for carrying out survey much closer interval to ascertain any leftover pinnacles/obstructions.

5.1.2 Sounding shall be taken to the nearest decimetre and reduced to the Port's Chart Datum, which is 0.582 m below Indian Mean Sea Level.

5.2 Sounding Lines, Grid Lines and Grid Points

5.2.1 Sounding lines are lines along which the soundings are taken.

5.2.2 Grid lines are lines perpendicular to the sounding lines.

5.2.3 Grid points are the points of intersection of sounding lines and grid lines, where soundings are to be taken for preparing the sounding charts.

5.2.4 The location of the sounding lines shall be fixed such that they are at an interval not more than 5.00 m measured along the longitudinal directions of the dredging area. Grid lines shall be not more than 2.50m apart. A grid line shall be established along the design toe of each side slope and also near the edges of jetty structure. Thus, the grid points on the cross section shall be at close to but not exceeding 2.5m interval.

5.2.5 The horizontal position of soundings shall be obtained at intervals not exceeding 2.50m along a sounding line.

5.2.6 The horizontal accuracy of each position fix shall be:

+ 0.50 m along the sounding line

+ 0.50 m perpendicular to the sounding line

5.3 Drawings/sounding charts

- 5.3.1 After each survey session, the contractor shall immediately prepare drawing on which the results of the survey shall be recorded to a suitable scale as directed by the Engineer-in-charge.
- 5.3.2 Furthermore, the charts shall incorporate all reference points and markers together with the location and nature of obstructions, structures and facilities. Particular items of interest shall also be indicated on the charts.
- 5.3.3 After verifying the results plotted on each drawing, the Deputy Conservator's representatives shall put date and signature on each agreed drawing and these shall form the basis for processing the payment.
- 5.3.4 5 hard copies of every sounding chart shall be submitted by the Contractor to the Employer at no extra cost.

5.4 Field books

All Field books, calculations, maps, original records of survey tracks, run plots etc. of all survey activities shall be kept in the office of the Hydrographic Surveyor and shall be available for the Employer's Representative to scrutiny and checking for the duration of the contract.

5.5 PRE-DREDGING SURVEYS

- 5.5.1 For determination of the bed level, before commencing dredging operations, a joint survey of the bed is to be undertaken by the Contractor and the representative of the Employer.
- 5.5.2 On completion of the survey, within 24 hours, survey charts and cross section showing the full results of the survey shall be prepared. On completion of the drawings, Contractor's representative and Employer's representative shall put date and signature on each agreed drawing and submit these to the Engineer in charge for his approval, which shall form the basis for all the further measurement of the works undertaken in the course of the Contract.

5.6 INTERIM SURVEYS

- 5.6.1 Interim joint surveys shall be carried out by the Contractor and the Deputy Conservator's representative, during the period of dredging works for making interim payments. Soundings shall be taken under the same configuration and settings as used for pre-dredging surveys. On completion of each survey, Contractor shall prepare record drawings showing surface levels of the bed reduced to Chart Datum and submit the same to the Deputy Conservator's representative for approval.

5.7 SLOPE SURVEY

The dredged area should have a side slope of 1:6 on its sides as shown in the drawing issued for the work.

5.8 POST-DREDGING SURVEY

- 5.8.1 The post dredging survey equipment shall have the same configuration as used for Pre dredging survey.

- 5.8.2 On completion of all required dredging works, a post dredging final hydrographic survey will be conducted jointly by the Contractor and the representative of the Employer on the same basis as specified for pre-dredging survey.
- 5.8.3 On completion of the survey, the Contractor shall prepare, survey charts and cross sections showing the full results of the survey.
- 5.8.4 The post dredging survey equipment shall have the same configuration as used for Pre dredging survey.
- 5.8.5 On completion of all required dredging Works, a post dredging final hydrographic survey will be conducted jointly with Contractor's representative and the representative of the Employer on the same basis as specified for pre-dredging survey.
- 5.8.6 On completion of the survey, Contractor shall immediately prepare drawing on which the results of the survey shall be recorded. Employer's representatives and Contractor's representative shall put date and signature on each agreed drawing and submit these to the Engineer in charge for his approval, which then acquire the status of "Post Dredging Survey".

5.9 COST OF SURVEY

The cost of providing all survey equipment, consumables, spares etc. and carrying out all surveys including any additional surveys, setting out etc. and preparation of record drawings for the purpose of the execution of the Contract, are deemed to be included in the rate quoted in Schedule of Quantities. No additional payment will be payable to the Contractor in this regard.

5.10 PLANT AND EQUIPMENT

The Contractor shall arrange, mobilize and provide, all dredgers and other Plant, equipment and accessories for the execution of the dredging work, for carrying out survey and all connected works and demobilize the same on completion of the work. No separate mobilisation and demobilisation charges will be paid to the Contractor for the Plant and equipment deployed by him for the satisfactory completion of the work detailed in the Contract work. The rate quoted for the work will squarely and totally include all the charges to be paid to the Contractor by the Employer. The Contractor shall not change the type, number, size and make of dredgers indicated in the contract without written approval of the Engineer. If any dredger/craft goes out of order, the Contractor should arrange for replacement of the same with an equivalent capacity suitable dredger/craft. This shall not relieve Contractor from obligations under other clauses of Contract. No additional cost and time will be allowed.

5.11 MINIMUM INTERFERENCE WITH NAVIGATION

The proposed dredged area is routine route of many passenger boats and vessels. Throughout the Contract period, the Contractor shall ensure that the work is carried out without causing any obstruction to or interference with the normal traffic in the harbour. The Contractor's craft and personnel shall, at all times, adhere to the established rules of the Employer and comply with any

direction in respect of navigation in the harbour that may be issued from time to time by the Employer. The Contractor shall also conform in every way, to the Employer's requirements in respect of marking, lighting and watching any structure, craft or equipment deployed in the execution of Contract. It is the sole responsibility of the Contractor to maintain the channel free for navigation during the entire period of Contract irrespective of the time/period in the year during which the dredging operations have to be carried out.

5.12 OIL SPILLAGE

The Contractor should check that no oil spills are happening while deploying of dredger and if so shall be provided on the site with sufficient measures rectify the same.

5.13 DIVING

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

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VI. SPECIAL CONDITIONS OF CONTRACT

1 GENERAL

Special Conditions shall be read in conjunction with the General Conditions of Contract, Specifications, Drawings and any other document forming part of this Contract wherever the context so requires.

Notwithstanding the Sub-division of the documents into these separate section and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions, the provisions of the Special Conditions shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy of variations, prevail.

Where it is mentioned in the Specifications that the Contractor shall perform certain Work or provide certain facilities, it is understood that the Contractor shall do so at his own Cost.

The materials, design and workmanship shall satisfy the relevant Indian Standard, the Specification and conditioned herein referred to. Where the Specifications stipulate requirement in addition to those contained in the Standard codes and Specifications, these additional requirements shall also be satisfied.

2 CONTRACT PERIOD.

The contract period of dredging work shall be **2(Two) months** from the date of expiry of 15 days from the date of receipt of Letter of Acceptance or date of actual commencement of work whichever is earlier. The Contractor shall commence the execution of the work not later than the date of expiry of 15 days from the date of receipt of Letter of Acceptance.

3 WATER, FUEL AND OTHER CONSUMABLES FOR DREDGER/CRAFT.

As there is scarcity of water, the Port will not be in a position to supply water to the dredgers always. In such cases, the Contractor will have to make his own arrangements at his Cost.

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

4 BERTHING FACILITIES FOR MAINTENANCE

For maintenance, repairs, bunkering etc. of Contractor's dredgers / floating crafts, the Employer will not provide any berthing facilities and the contractor shall arrange the same at his risk and cost.

5 VESSEL RELATED CHARGES

All vessel related charges including pilotage, tug, berth hire charges for dredgers will be to the account of the Contractor during the period of this contract including the demobilisation period of two weeks..

6 TRAFFIC

The work to be executed in front of the IOC jetty adjacent to the STB. This location is a routine route of vessels calling at IOC jetty and fine arts jetty, many passenger boats etc. Hence, care shall be taken to carry out the work without any hindrance to the vessel movement during the progress of work. No claim towards any delay on this account shall be entertained by the Port.

The Contractor shall at all times observe and comply with all Laws including regulations that are relating to the navigation manoeuvring, and anchorage of his floating craft being used throughout the Works and shall get their craft within the Port limits or at the Work Site. The Contractor shall comply with the instructions given by the Employer in this regard. The Contractor shall carry out his Works strictly in such a manner, which would not obstruct or endanger the normal use of the channels, anchor areas, wharves and approaches thereto. The priority of navigation within Port limits will be always at discretion of the Employer. The Employer shall not be responsible for any inconvenience, losses or delays to the Contractor arising due to the priority not being given to their floating craft for moving about within Port limits as per decision of the Employer.

7 MAINTENANCE / SPECIAL REPAIRS

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

8 LOSS OR DAMAGES TO PORT'S CRAFTS/ PERSONNEL.

The contractor has to do the work without causing any damage to any of the existing structures, vessels, craft and boats plying in the vicinity. If any damage occurs, the same shall be replaced / repaired to the satisfaction of the Engineer in Charge of the work at the risk and cost of the contractor.

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

9 WORKING TIME

The normal working time of the Port Trust is from 8 a.m. to 4.00 p.m. on all working days. If the Contractor wishes to carry out the work beyond normal working hours and or on holidays, he should get specific approval from the Engineer-in-Charge for the same. Necessary supervision will be arranged by the department and the expenditure to be incurred in this connection will be borne by the department.

10 DEPARTMENTAL SUPERVISION

The expense towards Employer's supervision shall be borne by the EMPLOYER. Essential facilities like boat transport for EMPLOYER's representatives for supervision of the work throughout the contract period shall be provided by the Contractor at his Cost. If the contractor fails to provide boat as above, an amount of Rs.10,000/- per day or part thereof shall be deducted from the contractor's running bills.

11 DREDGE AREA CLEAR OF NATURAL/ARTIFICIAL UNDER WATER OBSTRUCTIONS.

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

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

12 CLEARANCE OF THE SITE ON COMPLETION

On completion of the Work, the Contractor shall clear away and remove from Port, the dredger, other Plants, materials etc. and Temporary Works of every kind. The Contractor shall also forthwith dispatch, raise and remove any Plant (floating or otherwise) belonging to him or to any person employed by him which might have sunk in the course of the Work or otherwise deal with the same as directed by the Engineer and until the same is raised and removed, the Contractor shall set on such buoys and display at night such lights, for the safe navigation as may be required by the Port Trust. In the event of the Contractor not carrying out the obligation imposed upon him by this Clause, the Engineer shall raise and remove the same (without prejudice to the right of the Employer to hold the contractor liable) and the Contractor shall pay to the

Employer all costs incurred in connection therewith or the same shall be adjusted from any money (ies) due to the Contractor under the terms of this Agreement. The fact that the sunken vessel/craft or plant is insured or has been declared a total loss, shall not absolve the Contractor from his obligation under this Clause, to raise or remove the same.

13 CONTRACTOR'S OFFICE AND PERSONNEL

- 13.1 The contractor's representative shall always be available at site. In case of temporary charge as per clause 4.3 of General Conditions of Contract (Contractor's Representative), this shall not be for more than 5 days continuously and such charge shall not be for more than a total of 10 days in a month.
- 13.2 The Contractor shall appoint an experienced **PROJECT MANAGER with** minimum qualification as Diploma/Graduate in Civil Engineering with 3 years experience for monitoring and reporting on the day-to-day activities to the Engineer in Charge. If the Project Manager is not available at site for more than 5 days continuously or if he is not available for a total of 10 days in a month, an amount of Rs.1,00,00/- per month will be deducted for such absence from the Running Account Bills/payment due to the contractor.

14 ACCIDENT OR INJURY TO CONTRACTOR'S WORKMEN

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

15 INSURANCE

The Contractor shall insure dredger and other supporting crafts / equipments deployed for the Work against normal marine risks. The dredger should also have Protection and Indemnity (P&I) or such cover, which shall include salvage of said dredger in case she is sunk within the Port limits and is required to be salvaged by the EMPLOYER. The Contractor should indemnify the Port of all losses, which may occur due to blockage of channel caused by damage to or sinking or due to any such happening to the dredger and other vessels deployed by the Contractor. He shall also indemnify the EMPLOYER for any claims against the Port or its officers arising out of any accident, failure or negligence on his part. The Employer shall not be liable for or in respect of any demand or compensation payable under Law or orders of court in respect of or in consequence of any accident, death or injury due to the above and the Contractor shall indemnify and keep the Employer indemnified against all such damages and compensation and against all claims, damages, proceedings, Costs, charges and expenses whatsoever in respect thereof and in relation thereto. Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid, the amount so paid and the Cost incurred

by the EMPLOYER shall be paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding, the same may have been paid without the consent of the Contractor.

16 INSURANCE AGAINST ACCIDENT TO WORKMEN

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

17 COMPLIANCE WITH STATUTES, REGULATIONS ETC.

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

18 RETURN OF LABOUR

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

19 PAYMENTS TO THE STAFF/WORKERS

The Contractor shall ensure payment of salary/wages and other benefits etc. to all their staff/workers engaged by them for the work, through their Bank account only. The documentary evidence of the payment shall be furnished to the Employer as when demanded by the Engineer-in-Charge.

20 DREDGING LICENCE, CUSTOMS CLEARANCE ETC.

The Contractor should obtain necessary licences from the D.G.Shipping. However, it is not necessary to obtain license from DG Shipping for cutter suction dredger which are pontoon mounted/ transported on trailer/ non-propelled. The EMPLOYER shall not be responsible to the Contractor where clearance is required by the customs for bringing the dredger and other Plants

and materials and other things required. However, any documentary assistance to obtain such clearance will be rendered without any financial commitment.

21 OFFICIAL SECRETS

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

The Contractor shall not disclose to anybody the details of Drawings and sounding charts prepared by him and of the Work on which it is engaged without the approval of the EMPLOYER. No photographs of the Port area shall be taken or permitted by the Contractor to be taken by any of his employees without the approval of the competent authority and no such photographs shall be published, or otherwise circulated without the approval of the EMPLOYER.

22 BILLS & PAYMENTS SCHEDULES.

- 22.1 Dredging shall be carried out on in-situ quantity basis and the quantity dredged shall be assessed based on the approved joint pre and post surveys. Vertical tolerance upto (+)0.50m shall be considered for payment.

The bill for payment shall be prepared based on the approved sounding charts and as per the Contract conditions. Bills shall be presented by the Contractor every stages of payment with detailed quantity calculations. Based on the approved Pre-dredging soundings taken before commencing the work and the sounding taken for each stage, the depth achieved/quantity of dredging achieved during the stage shall be calculated. The bills presented by the Contractor not fulfilling the above conditions will be rejected. 75% of the bill amount which is qualified for payment will be paid as advance within 10 Days of presentation of the bill, if so requested by the Contractor and the balance within 21 Days of presentation of the bill. Recoveries if any for the services rendered by the EMPLOYER will be made from the advance payment released to the Contractor. Any delay in release of the above advance shall not be considered as delayed payment attracting financial charges.

During the progress of dredging work, interim payment if required will be made on stage basis for the actual quantity of dredging work done (achievement of depth). The quantity/depth shall be assessed on the based on the joint survey on each stage of the work. The amount payable for the interim payment shall be based on the percentage of Accepted Contract Amount for the item in the Schedule of Quantities.

After attaining specified depth (-)5.50m, the work shall be treated as completed and will be taken over by the Employer. After taking over, maintenance of the achieved depth will not be the responsibility of the Contractor. The removal of siltation and removal of caved materials/obstructions, if any, from the dredging area during the execution of the work shall be the responsibility of the Contractor.

On the date of expiry of the Contract Period, the Contractor shall hand over the entire area with the specified depth of (-) 5.50m with side slopes and removing obstructions from the whole area to be dredged.

23 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

"In the event of failure by the contractor to complete the execution of the work within the time stipulated in the contract, or within the period of extension if any granted by the Employer in terms thereof, the contractor shall pay to the Employer as liquidated damages for delay in completing the work inclusive of sundays and holidays a sum equal to 0.50% of total contract value per week or part thereof subject to maximum of 10% of the contract value". The Employer shall have owed to deduct this amount from any payment due or which may thereafter become due to the contractor or from any amount lying with them or under their control. No alteration which may be made in the scope of the work or specification shall be a ground or an excuse for not completing the work within stipulated time not prevent the deductions of the said liquidated damages unless an extension of time for completing the work shall be allowed by the Employer in writing when ordering alterations. The payment or deduction of such damages shall not relieve the contractor from his obligations to complete the works or from any other of his obligations and liabilities under this contract.

24 CARE OF WORKS

From the commencement to the completion of the Work, the Contractor shall take full responsibility for the care of dredger, its staff and his other employees in connection with the Work thereof and in case any damage, loss or injury shall happen to the Works or any part thereof or to any Temporary Work from any cause whatsoever, he shall at his own Cost repair and make good the same so that the Work shall be completed in good order and in conformity in every respect with requirement of the Contract. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall if and to the extent required by the Engineer, make good the same as aforesaid and it will be to the account of the EMPLOYER.

25 INDIAN CONTRACT ACT

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

26 PERFORMANCE SECURITY AND SECURITY DEPOSIT

The value of the performance Security shall be 10% of Accepted Contract Amount and shall be valid up to 30 days beyond the contract period. The security deposit shall be maximum 5% of the contract price or value of the work done whichever is higher and shall be deducted at 5% from each Running Account Bill.

The Performance Security shall be released after 30 Days of expiry of the period of liability subject to the conditions regarding Performance Security as stated in sub Clause no:4.2 of General Conditions of Contract. Retention money shall be refunded within 14 days from the date of payment of final bill as stated in sub Clause no:10.8 of General Conditions of Contract.

27 SUB-LETTING OF CONTRACT

- 27.1 The Contractor shall not sub-let any portion of the Contract without the prior written approval of the Engineer. The Contractor shall be responsible for all or any of the acts of commission or omission of Sub-contractor who may carry out any Work or supply any material in connection with the Contract whether such Sub-contractor be selected by the Engineer or by the Contractor.
- 27.2. The Contractor shall make good any loss or damage suffered by the EMPLOYER due to any default, neglect or failure on the part of such Sub-contractor in relation to such Work or material.

28 SETTLEMENT OF DISPUTES AND ARBITRATION

The settlement of disputes and arbitration shall be dealt as below:

28.1 General

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.

If the Engineer fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or decision of the Engineer, the Contractor may, within 15 days of the receipt of Engineer's decision, appeal to the Chairman who shall afford an opportunity to the Contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman shall give his decision within 30 days of receipt of Contractor's appeal. If the Contractor is dissatisfied with this decision then:

- a) The Dispute in respect of contract of value upto Rs.1crore shall not be referred for adjudication through arbitration and.
- b) If the value of the contract is exceeding Rs.1 crore and upto Rs.5 crores ,the Dispute shall be resolved through arbitration by a sole arbitrator appointed by the Chairman of Cochin Port Trust :
 - (i) The Contractor shall within a period of 30 days from receipt of the decision of the Chairman, give notice to the Chairman for appointment

of arbitrator, failing which, the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- c) If the value of the Contract is above Rs.5 crores, the Contractor shall within 30 days of receipt of the decision of the Chairman, appoint an arbitrator and give notice to the Chairman and the dispute shall be resolved through Arbitral Tribunal as detailed below:

The Arbitral Tribunal shall be a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators appointed by the Parties. A Party requiring Arbitration shall appoint an Arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its Arbitrator. If the other Party fails to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof

- d) In case of the dispute or difference is relating to interpretation and application of the provisions of commercial contract between Central Public Sector Enterprises (CPSE), Port Trust inter se or CPSE and Government Department shall be referred by either party for arbitration to the Permanent Machinery of Arbitrators in the Department of Public Enterprises through the Secretary to the Government of Public Enterprises as per the guidelines issued by Department of Public Enterprises OM No.4 (1) 2011- DPE (PMA) – GL dtd. 12.06.2013 or any statutory amendment thereof.

28.2.1 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.

28.2.2 It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

28.2.3 It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.

28.2.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration

proceeding under this clause.

28.2.5 It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.

28.2.6 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

28.2.7 It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.”

28.3 The venue of the arbitration shall be **at Cochin.**

29 GOVERNING LAW

The Contract shall be interpreted and have effect in accordance with the Law of India and no suit or other proceedings relating to this Contract shall be filed or taken by the Contactor in any court of law except in the court of competent jurisdiction in Kochi.

30 SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT

The Contractor shall, throughout the Contract period,

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

31 REPORTING ACCIDENTS

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

32 FAILURE OF CONTRACTOR

If the Contractor abandons the Contract or fail to commence the Work (without valid reasons acceptable to the Port) or suspends progress of Work for long

duration (5 Days) before initially achieving the stipulated depth in the basin, the Employer may after giving 7 Days notice in writing to the Contractor, carry out the remaining Work in full or part as deemed necessary at the Cost and risk of the Contractor.

If the contractor suspends the work unilaterally without any valid reason acceptable to the Port, penalty at the rate of Rs. 10,000 per day, for the first five days and Rs. 20,000/day for the next seven days will be recovered from the contractor .

33 VARIATION EXCEEDING +/- 30%:

If on certified completion of the whole of the works, it shall be found that a reduction or increase greater than 30 per cent of the sum named in the Letter of Acceptance results from :

- a) The Aggregate effect of all variation orders.
- b) All adjustments upon measurement of estimated quantities set out in the Schedule of Quantities, but not from any other cause the amount of the Contract Price shall be adjusted by such sum as may be agreed between the contractor and the Employer or failing agreement, fixed by the Employer having regard to all material, and relevant factors, including the contractor's site and general overhead costs of the Contract.

34 ADDITIONS AND ALTERATIONS

Employer shall have power and authority from time to time and at all times to make amendments or additions or alternations or changes in the scope of the work, and specifications, drawings and bill of quantities and give such further instructions and directions as may appear to the Employer necessary and proper for the guidance of the Contractor and the good and efficient execution of the works and the contractor shall receive, obey and be bound by the same according to the true intent and meaning thereof as if the same had been mentioned or referred to in the scope of the work, specifications, Bill of Quantities and Schedules and drawings. The Employer may also vary or alter the lines, levels or positions of any of the works contemplated or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of works executed or partially executed to be removed, changed or altered, if required, and may order that other work shall be substituted in lieu thereof and any difference in the cost occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the Contract Price based on rates available in the contract or where the rates are not specified a suitable rate backed up by rate analysis shall be submitted by the contractor and agreed upon between the contractor and the Employer. In the event of disagreement, the Employer shall fix such rates or prices as shall in their opinion, be reasonable and proper having regard to the circumstances. The contractor shall give to the Employer before the tenth day of every month, a statement in writing of any extra work which he may have performed during the preceding month, failing which any claim for which he may afterwards make for payment on account of any such extra work will not be allowed.

35 ESI AND EPF ACT

"The contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. amended from time to time and rules framed there under and other laws affecting the contract labour that may be brought in to force from time to time."

36 CO-ORDINATION AND INSPECTION OF WORKS

The Co-ordination and inspection of the day-to-day Work under the Contract shall be the responsibility of the Engineer. The written instructions regarding any particular Work will be normally passed by the Engineer. A Work/Site order book will be maintained by the Contractor for each sector in which aforesaid written instructions will be entered. These will be signed by the Contractor or his authorized representative by way of acknowledgment within 12 hours.

37 OPERATIONS OF THE EMPLOYER AND OTHERS

The ordinary business and Works of the Employer and others as carried out on and in the vicinity of the Site will be continued during the dredging and surveying, completion of the Works and the execution of the Contract shall be conducted in such a way as to avoid interference with traffic of every kind by land and by water and with any other Works in progress in the vicinity. The Contractor's attention is drawn to the fact that other Contractors employed by the Employer and other entity authorized by the Employer may be working in the vicinity.

38 PORT TRUST 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 material be allowed to spill to the Harbour area.

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

39 EXISTING SERVICES.

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

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

40 ENTRY ON PRIVATE OR OTHER PROPERTY

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

41 NOTICE OF OPERATIONS

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

42 CONTRACTOR'S RESPONSIBILITY

- 42.1 All labour, skilled or unskilled shall be provided by the contractor. Settling any dispute with the labour will be contractor's responsibility.
- 42.2 The contractor shall be solely responsible for any damage or injury to the persons or things caused or suffered during the execution of the work and these shall be made good or compensated at his risk & cost. The contractor shall ensure that valid Insurance Policy as per contract document is available at all times.
- 42.3 The contractor shall take all care and precautionary measures for avoiding any kind of damage/accident in the work site on any account. The department shall not entertain any claim from the contractor whatsoever towards compensation for any damage/accidents at the site due to negligence from his part, during the execution of work.
- 42.4 The Contractor shall make his own arrangements for bringing / deploying his dredgers /equipments at the work location for carrying out the work at his risk and cost and no claim whatsoever on this account shall be entertained.
- 42.5 The contractor shall prior to commencement of the work insure in the joint names of the Employer and the contractor against all loss or damage from whatever cause arising for which he is responsible under the terms of contract.
- 42.6 The work shall be arranged by the contractor without causing any damage to Port's/ any other structures. Any damage caused by the contractor's operation shall be compensated/ made good at contractor's risk and cost to the satisfaction of the Engineer-in-Charge of the works, failing which department will do the rectification work and the cost incurred will be recovered from any sum due to him from the Port.
- 42.7 All plants and equipments and consumables required for the whole work shall be provided by the contractor at his own cost.
- 42.8 The contractor shall not construct any structure, even of temporary nature, for any purpose at site, except with the written permission of the Engineer-in-Charge of the work and any construction so put up shall be removed by the contractor whenever the Engineer-in-Charge calls upon the contractor to do so.
- 42.9 The Contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the Engineer-in-charge and for the correctness of the position, levels, dimensions

and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work any error shall appear or arrive in the position, levels, dimensions or alignment of any part of the works, the contractor on being required to do so by the Engineer-in-Charge shall, at his own cost, rectify such error to the satisfaction of the Engineer-in-Charge, unless such error is based on incorrect data supplied by the Engineer-in-Charge, in which case the expense of rectifying the same shall be borne by the department. The checking of any setting out or of any line or level by the Engineer-in-charge shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench marks, pegs, other things used in setting out the work and measurement purpose.

- 42.10 The contractor shall take all care and precautionary measures for avoiding damage or accidents to the work from ship or other water crafts movements or other operations in the area. The department will not entertain any claim from the contractor whatsoever, towards compensation for any such damage or accident occurring during the execution of the contract.
- 42.11 The contractor shall observe all safety regulations during the execution of the work. Safety measures, precautions, warning signals etc. shall be done at the contractor's cost as directed by the Engineer-in-charge of the work. The contractor shall provide all necessary personnel protection equipments such as helmet, lifeguard, goggles, boots etc. to the workmen at his own risk and cost. It shall be the contractor's responsibility to ensure that the workmen make use of the personnel protection equipments during the execution of work**
- 42.12 The work shall be arranged by the contractor without causing any hindrance to the ship and other water craft operating in the area. No damage shall be caused to the structures in the area, water crafts operating in the area or otherwise by the contractor's operations. Any damage or accident caused by the contractor's operations shall be compensated / made good at the contractor's risk and cost.
- 42.13 No information or photograph concerning the works shall be published without the prior permission of the Chief Engineer and drafts of all such proposal/ publication shall be submitted for approval.
- 42.14 The information and data shown in the drawing and detailed elsewhere in the tender document are furnished for general information and guidance only and the Port Trust in no case will be held responsible for the strict accuracy thereof or any deduction, interpretation or conclusion drawn by the tenderer.
- 42.15 The contractor shall observe the conservancy rules relating to the Port and shall always take necessary steps to keep the Port water free of noxious or unhygienic matter due to the work, as are required by the Engineer-in-Charge. Under no circumstances, inflammable materials are allowed to spill into Port waters.
- 42.16 The Cochin Port is an International Ship & Port Facility Security (ISPS) code compliant Port and the contractor is obliged to comply with the provisions of the code in force and as amended from time to time.
- 42.17 The Contractor shall ensure that no labourers with criminal background are engaged for the work.

- 42.18 All fossils, coins, articles of value or antiques and structures and other remains or things of geological or archaeological interest discovered in the site of work shall be deemed to be the absolute property of the Port Trust and the contractor shall take responsible precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, acquaint the departmental officers of such recovery and carry out at the expense of the department, the Engineer-in-Charge's orders as to the disposal of the same.
- 42.19 The contractor shall remove any plant (floating or otherwise) belonging to him or to any person employed by him which might have sunk in the course of work or otherwise deal with the same as directed by the Engineer-in-Charge and until the same is raised and removed, the contractor shall set on such buoys and display at night such lights for avoiding any mishaps.
- 42.20 The contractor shall take all precautions for not to damage any cables/pipes etc. passing through the area of work. Damages, if any, caused to electrical cables/ water lines/ telephone lines shall be rectified by the Contractor at his cost and risk.
- 42.21 **The contractor shall extend all facilitations and cooperation for other contractors for simultaneous execution of other works in the area entrusted by Cochin Port Trust.**

43 SECURITY AND SAFETY

The Contractor shall comply with all regulations imposed by the Customs and Cochin Port Security Authorities in respect of the passage of Plant, Equipment, Vehicles, materials and personnel through Customs and Port barriers.

The Contractor shall take all possible precaution to prevent out breaks of fire on the Site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, explosives and all other dangerous hazardous goods. He shall comply with all rules, regulations and orders of any Statutory Authority and of the Engineer at no extra Cost to the Employer.

The Contractor shall obtain from the Employer details of any restricted areas in or around the Site and shall have prominently and clearly displayed for the information of his staff and work people notices defining any such restricted areas. Such notices shall be provided at his own expenses.

The Contractor will be required to take entry passes to the restricted area of Cochin Port for all personnel laborers and vehicle. No claim whatsoever on this account will be entertained.

44 RETURNS AND DRAWINGS

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

45 POSSESSION PRIOR TO COMPLETION

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

46 COMPLETION DOCUMENTS

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

- i) The Technical documents according to which the Work was carried out.
- ii) Sounding charts and connected details.

47 DISPUTE IN MODE OF MEASUREMENT

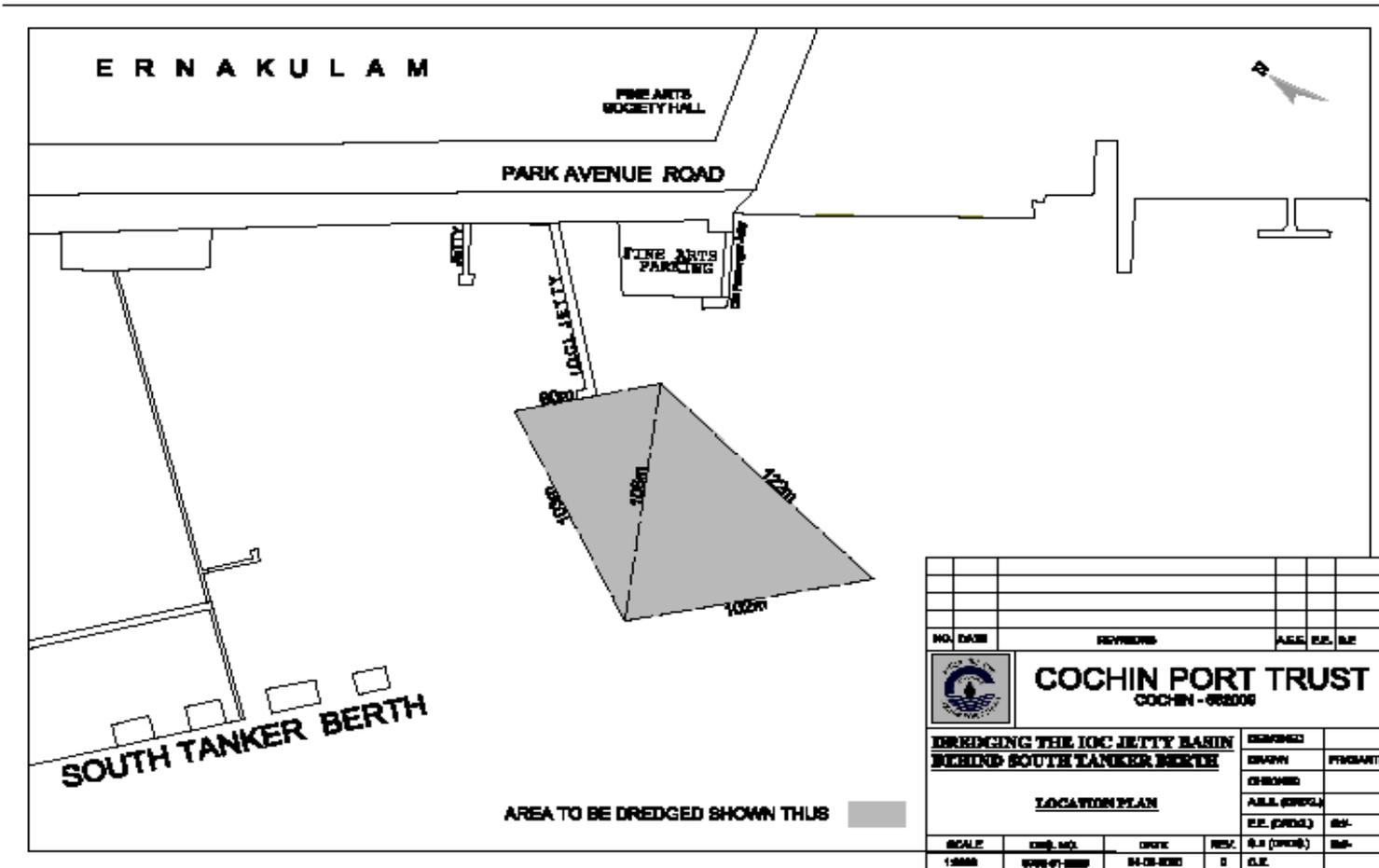
In case of any dispute as to the mode of measurement not covered by the Contract to be adopted for any item of Work, mode or measurement as per relevant Indian Standard Specification (Latest revision) shall be followed.

48 INCOME TAX

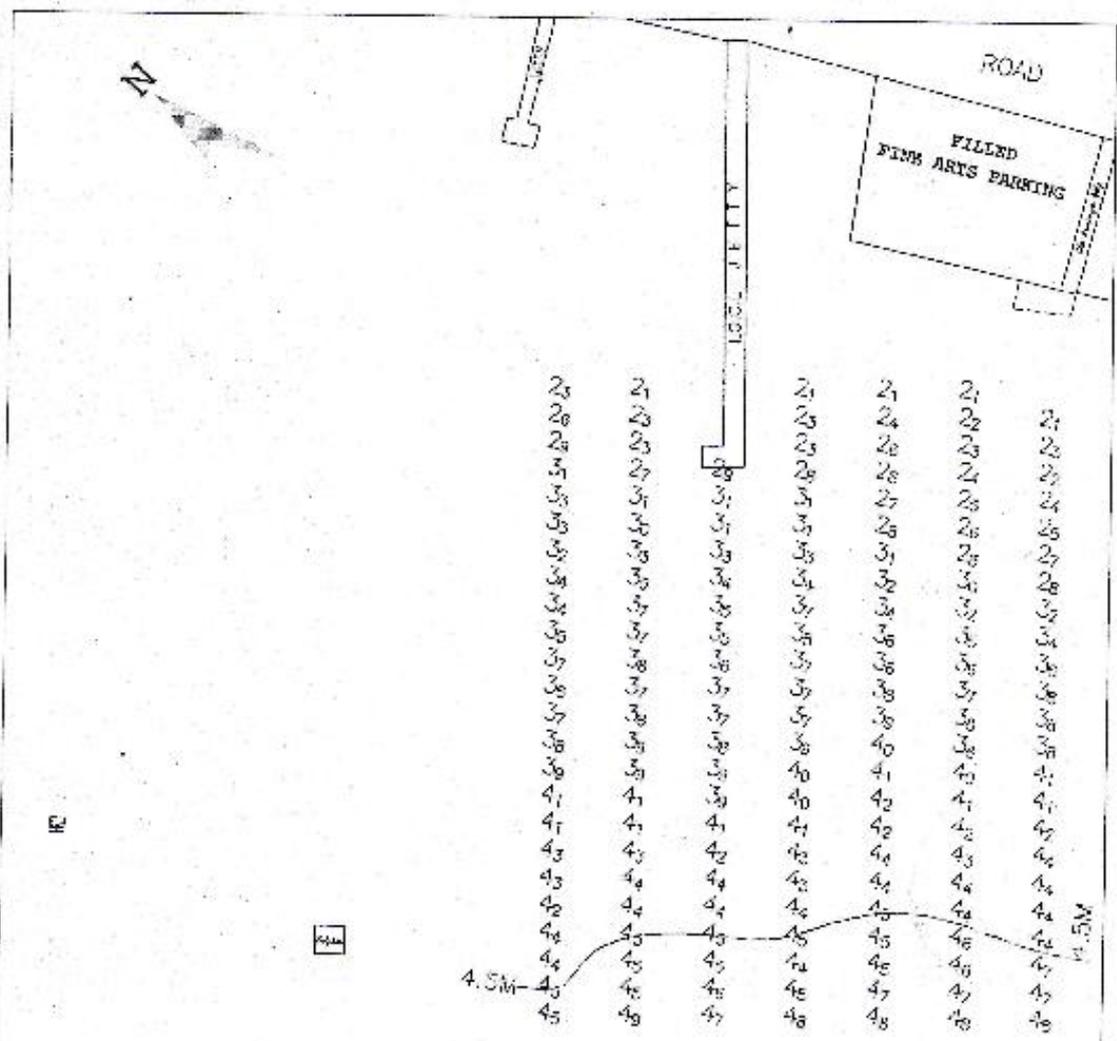
Income tax on the gross amount of bill shall be deducted from the Contractor's bill as per Section 194 C of the Income Tax Act or as applicable from time to time.

LIST OF DRAWINGS

- 1) Dredging Location –Location plan
- 2) Detailed Sounding Chart at front of IOCL jetty at Fine Arts hall – DRG
No.: HS/D/12/19 Dated 14/12/2019
- 3) Details of Sounding Chain -20m length.



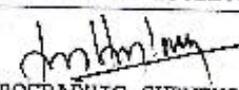
NO.	DATE	REVISIONS	APP.	EE.	SE.
 COCHIN PORT TRUST COCHIN - 682006			DESIGNED DRAWN CHECKED ALL (CROSS) E.E. (CROSS) S.S. (CROSS) S.P.		
DREDGING THE IOC JETTY BASIN BEHIND SOUTH TANKER BERTH					
LOCATION PLAN					
SCALE	CONT. NO.	DATE	REV.	BY	APP.
1:5000	0000-01-0000	04-08-2000	0	C.E.	



STD
South Jetty

NOTE:-

- (1) SOUNDINGS ARE AT 5M INTERVALS AND 15M INTERVAL CROSS SECTIONS
- (2) SOUNDINGS ARE IN METRES AND AND DECIMETERS AND REDUCED TO COCHIN CHART DATUM WHICH IS 0.592M BELOW IMSL
- (3) LEADLINE WAS USED FOR TAKING SOUNDINGS

COCHIN PORT TRUST	
HYDROGRAPHIC SURVEY SUB-DIVISION	
DRG.NO.HS/D/127/19	SOUNDINGS IN FRONT OF IOCL JETTY AT FINE ARTS HALL.
SCALE 1:1000	SURVEYED ON 13.12.2019
DATE - 14.12.2019	 HYDROGRAPHIC SURVEYOR (IC)

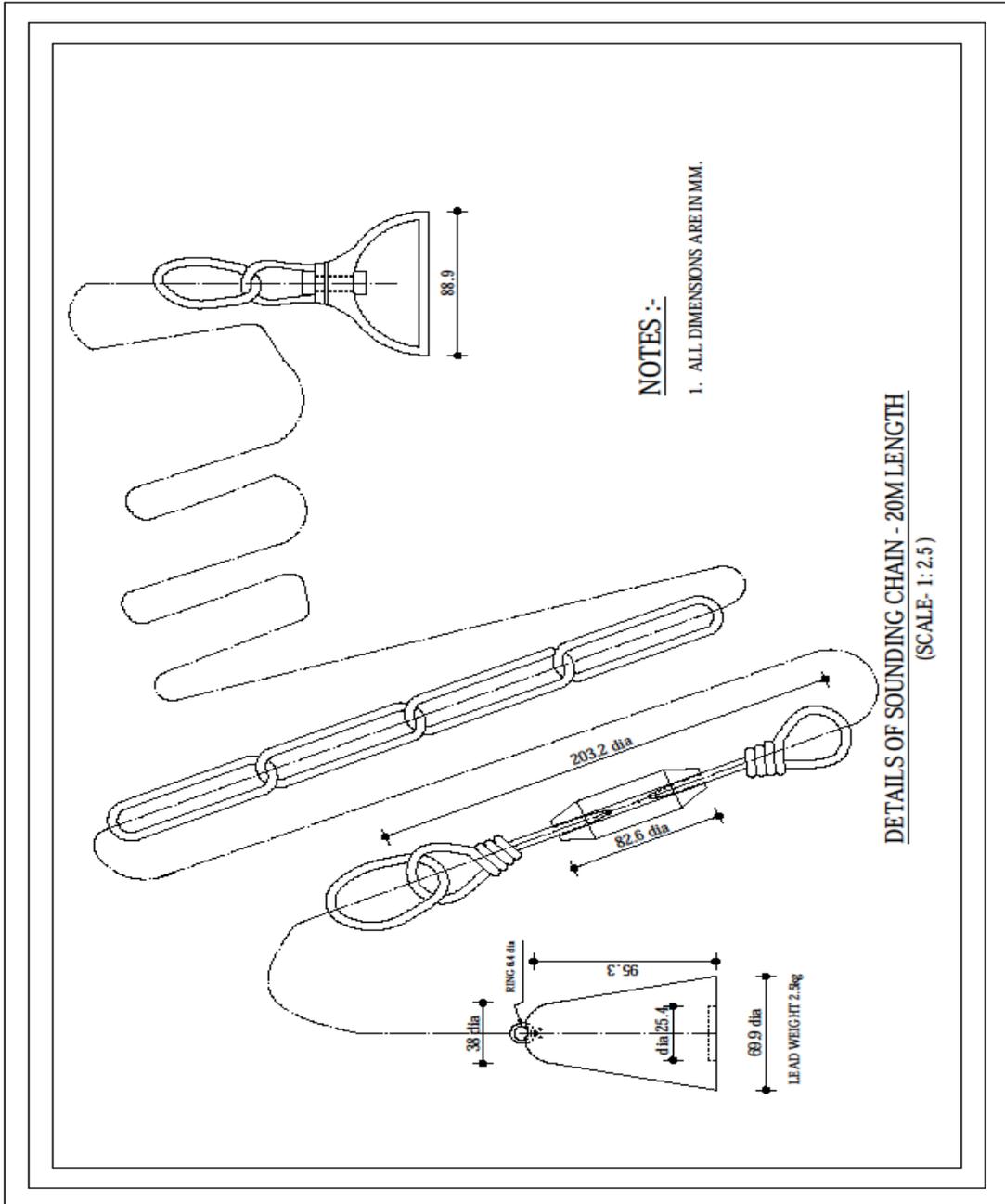


FIGURE 1

SIGNATURE OF BIDDER

BID FOR
DREDGING THE IOC JETTY BASIN BEHIND SOUTH TANKER BERTH
(Bid No.T15/T-1927/2020-C)

(PRICE BID)

COCHIN PORT TRUST
COCHIN – 682 009
INDIA

Gram: PORT TRUST
Phone: 91-0484-2666414/2666871 Extn : 2400
Telex :0885-4003 PORT IN
Fax: 91 0484 2666 414
Email: ce@cochinport.gov.in

Website: www.cochinport.gov.in

COCHIN PORT TRUST

www.tenderwizard.com/COPT

Tender No: T15/T-1927/2020-C Date: 25-09-2020 - PRICE BID

Name of Work : "DREDGING THE I O C JETTY BASIN BEHIND SOUTH TANKER BERTH"

SCHEDULE- II - SCHEDULE OF QUANTITIES TO BE DONE ON CONTRACT

Please Enter the Contractor Name

Sl. No	Sub- head and items of work	Approximate quantity	Unit	Departmental rates (Rs.) in figures	Departmental rates (Rs.) In words	Amount (Rs.) In figures	Amount (Rs.) In words
1	Dredging the IOC jetty basin behind STB by deploying cutter suction dredgers / backhoe dredgers with suitable auxiliary barges or any other suitable dredgers using suitable type dredger(s) upto (-) 5.50m CD and disposing / dumping the dredged materials evenly in the adjacent Cochin Port Navigational channel located at an average distance of 100m towards south west of the area to be dredged, including the cost of mobilization and demobilization of the dredger(s), shifting the dredger from one position to another, all costs towards the hire charges of plants, equipments, labour, boats, fuel, consumables etc. and conducting surveys using necessary manpower and equipments, overheads etc. complete as per directions of the Engineer in Charge Note: i) Quantity in cubic metres will be calculated based on initial and final soundings taken with standard lead & chain and no extra quantity/payment shall be considered towards removal of caved materials from the dredging area, which is expected from underside of the jetty alongside during dredging operation ii) No mobilization and demobilization charges for dredgers will be paid extra and the rate shall cover the same.	17000	M ³	500.00	#NAME ?	8500000	#NAME ?
GRAND TOTAL						85,00,000.00	
Rupees Eighty five lakhs only							
BIDDER'S QUOTING AREA							
		Departmental estimated cost	Percentage Quoted above/below the Departmental Amount		Above / Below		
	Percentage Quoted above/below the Departmental Amount shown in the above schedule		In figures	In words			
	*Note: 1. The Bidder shall quote either plus or minus sign (eg: +5 or -5) and in figures and words 2. Only two decimal digits shall be accepted 3. Bidders shall also quote Above / Below in words themselves in the last column	8500000.00					

Notes:

- (a). In case of discrepancy in words and figures, the quoted figure in word will prevail
- (b). Wrongful entry of quotes shall entail disqualification and forfeiture of EMD besides other actions as the Employer deem fit.