



**PARADIP PORT AUTHORITY
ENGINEERING DEPARTMENT
HARBOUR WORKS DIVISION No.II**

BID DOCUMENT FOR THE WORK

**Capital Dredging in the North BOT
Dock Complex to enhance dredged
depth from 17.1 mtr to 19.8 mtr to
facilitate the handling of fully
laden Cape size vessels.**

**Office of the Harbour Works Division No.II,
Engineering Department, Paradip Port
Authority, First Floor, Administrative
Building,
Post: Paradip – 754 142,
Dist: Jagatsinghpur (Odisha).
Mob: (0) 9937311801
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PARADIP PORT AUTHORITY ENGINEERING DEPARTMENT HARBOUR WORKS DIVISION-II

No.: CE/HW-II-W-20/25/05

Date: 08.01.2026

e-Tender Notice

1. Tenders are invited in Single Stage Three Cover System in item rate basis on behalf of the Board of Paradip Port Authority from the experienced and resourceful dredging firms with proven technical and financial capabilities for executing Capital dredging for the work mentioned below through on-line bidding on the website <https://eprocure.gov.in/eprocure/app> having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of Authority to the Root Certificate of CCA.
2.
 - (a) The bidder should have **ESI and EPF Registration Certificate**.
 - (b) The bidder should have **GST Registration Certificate**.
 - (c) The bidder should have **PAN Card & Income Tax Return of preceding three years**
3. The bidders may submit bids for the following work.

Description of work	Estimated Cost of work put to tender (in Rs.)	Earnest Money Deposit (in Rs.)	Tender fee (in Rs.)	Period of Completion
1	2	3	4	5
Capital Dredging in the North BOT Dock Complex to enhance dredged depth from 17.1 mtr to 19.8 mtr to facilitate the handling of fully laden Cape size vessels.	18,48,00,000/-	28,48,000/-	10,000/-	06 (Six) Months
Scope of work: Dredging of approximately 5.50 lakh cubic metres of various types of soils such as sand, silt, clay and mixture of the above will be carried out in the North BOT Dock complex to enhance dredged depth from 17.1m to 19.8 m below chart datum using trailer suction hopper dredger (TSHD) and/or cutter suction dredger (CSD) and/or any other suitable dredger with disposal of dredged material within 2.5 km away by means of floating pipeline and shore pipeline for shore nourishment in case of CSD and at the designated location about 8 nautical miles away in sea in case of TSHD/any other suitable dredger without affecting shipping movements and limiting the depth of dumping to 1(one) mtr.				

N.B.:(i) The bidder who has been Blacklisted/Terminated/Debarred in any other organization as well as PPA shall not be considered for bid evaluation. In this regard, the bidder shall upload an undertaking as per the given format in the tender document.

- (ii) The bidder shall upload the documentary evidence for Sl. No. 2(a), (b) & (c) above along with the Technical Bid.
- (iii) The deposit of cost of Tender Fee and E.M.D by the participating bidder will be made by National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS) only to the Account mentioned as at 4.1(B) (Bid Information). A self signed copy of acknowledgement for cost of Tender Fee must be uploaded along with the Technical Bid.

(OR)

Any Firm registered with National Small Industries Corporation Ltd. (NSIC), Micro & Small Enterprises, 2012 to all MSE's registered with District Industries Centers (DIC)/Khadi & Village Industries Commission (KVIC)/Khadi & Village Industries Board (KVIB)/Cair Board/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME)/ Udyog Aadhar Memorandum (UAM), irrespective of relevance of the product category shall be **exempted** towards deposit of EMD and Tender Fee for the subject tender. Such registration certificate must be uploaded by the bidder along with the Technical Bid failing which the tender shall not be considered.

- (iv) The bidder shall upload the experience certificate for completed similar work(s) having Schedule Date of Commencement & Completion, Actual Date of Completion, Contract Value, Actual Executed Value etc. In addition to this, Bidder should upload the Work Order(s) & Bill of Quantity(ies) in respect of the completed similar work(s), Contact address of the organization/ Contact person with Mobile No., Landline No., FAX No., Postal Address etc. who has issued such certificate(s).
- (v) Bidders to note that the clauses for EMD, Security Deposit, Retention Money and variations depicted in the Special Conditions of Contract supersede the corresponding clauses in Conditions of Contract (Civil Works, 2004).

4. **TIME SCHEDULE OF TENDER :**

Sl. No.	Particulars	Date	Time
1	Tender e-Publication date	08.01.2026	17:00 Hrs.
2	(a) Document download start date	08.01.2026	17:30 Hrs.
	(b) Document download end date	07.02.2026	17:00 Hrs.
3	(a) Start date for seeking Clarification on-line	09.01.2026	10:00 Hrs.
	(b) Last date for seeking Clarification on-line	16.01.2026	17:15 Hrs.
4.	Date of Pre-Bid meeting & Site visit	--	--
5.	Date of uploading response to Clarifications sought	23.01.2026	17:00 Hrs.
6.	(a) Bid Submission start date	08.01.2026	10:00 Hrs.
	(b) Bid Submission end date	07.02.2026	17:15 Hrs.
7.	Tender Opening Date.	09.02.2026	11:00 Hrs.

4.1 CONTRACT DATA**(A) GENERAL INFORMATION :**

SL. No.	Item	Details
1	Name of the work	Capital Dredging in the North BOT Dock Complex to enhance dredged depth from 17.1 mtr to 19.8 mtr to facilitate the handling of fully laden Cape size vessels
2	Employer	Paradip Port Authority
3	Employer's Representative	Chief Engineer, Paradip Port Authority.
4	Dy. Chief Engineer	Dy. CE (Civil), Paradip Port Authority.
5	Accepting Authority	Board of Paradip Port Authority.
6	Executing Authority	Executive Engineer, Harbour Works Division-II, Paradip Port Authority.
7	Estimated Cost put to tender	Rs. 18,48,00,000/-

(B) BID INFORMATION :

1	Intended completion period/ Time period assigned for completion	06(six) months
2	Last Date & Time of submission of Bid	Date : 07.02.2026 Time: 17:15 Hrs.
3	Date of opening	09.02.2026 at 11:00 Hrs.
4	Tender Fee and Earnest Money Deposit	Rs.10,000/- and Rs.28,48,875/- respectively to be deposited separately by NEFT/RTGS only to the Bank Account as detailed below : A/C No. : 0254104000169615 In favour of : Paradip Port Authority. Type of A/C : Saving Branch : IDBI Bank Ltd., Madhuban, Paradip. IFSC : IBKL0000254
5	Bid validity period	180 Days from the date of opening of the bid.
6	Currency of Contract	Indian Rupee
7	Language of contract	English

5. Bidders with the following eligibility criteria only may participate:**5.1 Financial Criteria:**

5.1.1 Average Annual Turnover during the last three financial years ending with **March' 2025** should not be less than **Rs. 5,54,40,000.00** (Scanned copy of the original audited balance sheets with profit & loss account sheets to be submitted in proof of turnover).

5.1.2 Scanned copy of original experience certificate of having successful completion of similar type of work during the last **07 (Seven) years** ending last day of month previous to the one in which applications are invited should either of the followings :

(a) Three similar completed works each costing not less than **Rs. 7,39,20,000.00**

(OR)

(b) Two similar completed works each costing not less than **Rs. 9,24,00,000.00**

(OR)

(c) One similar completed work costing not less than **Rs. 14,78,40,000.00**

N.B : (1) Similar works in this case shall be defined as execution of Capital / Maintenance dredging work using Cutter Suction Dredger/ Trailer Suction Hopper Dredger.

(2) Scanned copy of Original TDS Certificate must be furnished if the work certificate from any Private Organization is submitted for the above purpose. The TDS amount deducted in respect of the claimed similar completed work(s) executed by the bidder should be certified by a Chartered Accountant (with valid UDIN).

6. Bid documents consisting of e-Tender Notice, Instruction to Bidders for e-procurement, Instruction to Bidders, General Conditions of Contract (GCC), Special Conditions of Contract (SCC) & Bill of Quantity (BOQ) in prescribed .xls format and the set of terms and conditions of contract and tender details can be seen in the website: <https://eprocure.gov.in/eprocure/app>.
7. For effecting the Bid, the online bidder shall deposit **the cost of tender fee and EMD** separately to the A/C mentioned at 4.1(B) (Bid Information) through National Electronic Fund Transfer (**NEFT**)/Real Time Gross Settlement (**RTGS**) and obtain the acknowledgement of the said transaction. A self signed copy of these acknowledgements should be uploaded by the bidder while submitting the tender in respect of documents regarding cost of tender document, EMD.

The bidder should ensure that the transaction shall be within stipulated bidding period for that tender. No previous dues of the bidder shall be adjusted towards the above transaction of cost of tender fee and EMD. The bidder shall not use the same transaction in more than one tender, otherwise his bid will be rejected.

The account from which the cost of tender fee and EMD will be deposited should be in the name of Contractor/authorised person of the firm who have digitally signed the bid. Refund of EMD in respect of unsuccessful bidders will also be made to that specific account of the bidder.

The standard form for refund of EMD is available in the tender documents under heading "APPENDICES", so as to facilitate the bidder for applying refund of EMD. Refund of EMD in respect of unsuccessful bidder will only be made to that account from which it was deposited by the bidder.

8. The Bid documents will be available in the website: <https://eprocure.gov.in/eprocure/app> from **08.01.2026 to 07.02.2026 upto 17:00 Hours for online bidding.**
9. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
10. All Bids are to be submitted online on the Website <https://eprocure.gov.in/eprocure/app>. No Bid shall be accepted off-line. The Bids shall be received **only "on line" on or before 07.02.2026 upto 17:15 Hours.**

11. The copies of the **EPF & ESI Registration, GST Registration, PAN card, ITRs** etc. should be uploaded by the Bidder while submitting the Tender (**as per the checklist enclosed**).
12. In the e-Tender System, after uploading the Bid; the bidder not to send any documents (Hard copy) to the Tender inviting Authority before opening of Technical Bid (in case of Two Stage Bid). After opening of the Bid, the Authenticity of the uploaded documents as per requirement of the e-Tender document will be verified by the Tender Inviting Authority.
13. After evaluation of bid, all the bidders will get the information regarding their eligibility/pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal.
14. The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the *Bid Openers* with their Digital Signature Certificate (DSC). **The bidders can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” link.** The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
15. Extra Additional Security Deposit (EASD) wherever applicable will be collected from the successful bidder after issuing the Letter of Intent (LOI). Back-out from the offer by the participating bidder after opening of Technical Bid (in case of two stage bid) or price bid (in case of single stage bid) OR non deposit of EASD by the successful bidder will liable for forfeiture of EMD and suitable action shall be taken up against the bidder as per decision of competent authority of PPA. EASD may be accepted in form of Demand Draft, Bankers Cheque, **Electronic Bank Guarantee (e-BG) in favour of Paradip Port Authority, IFSC: ICIC0000776, Branch: Paradip and must be drawn on any scheduled Bank located at Paradip. While issuing e-BG, the details of Paradip Port Authority required by the bank is annexed as Annexure-VIII in the tender document.**
 - (i) The delay condonation will be for a period of 15 (Fifteen) Days beyond scheduled date as mentioned in Letter of Intent (LOI), at the written request of the Contractor on genuine grounds acceptable to Port with an additional security deposit/BG of 5% over the original (as per LOI) security deposit/B.G value.
 - (ii) The above period can be further extended for another 15 (Fifteen) Days at the written request of the contractor on genuine grounds acceptable to Port with an additional security deposit/BG of 10% over the original (as per LOI) security deposit/BG value in addition to the above 5% (i.e total 15% extra).
 - (iii) If the contractor fails to deposit EASD/PSD even within the extended period of 30 (Thirty) Days after the scheduled date as mentioned in Letter of Intent (LOI), the bid of the bidder shall be summarily rejected and the bidder will be debarred from participating PPA tenders for a

period of 02 (Two) years apart from forfeiting the tender EMD. In case of MSME/NSIC Bidders, as there is no EMD, MSME/NSIC Authority will be informed for necessary action at their end.

16. If there is a tie between two or more bidders for deciding the L-1 Offer, then the designated Tender Committee will finalize the tender by a transparent lottery system through video recording in presence of the L-1 bidders or their authorized representatives. Even if any or all L-1 bidders or their authorized representatives fail to be present at scheduled date and time of lottery, duly informed to them, the lottery system shall be carried out by the committee to finalize the L-1 bidder.
17. Other details can be seen in the bidding documents.
18. The authority will not be held responsible for any technical snag or network failure during on-line bidding. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender website. Under any circumstances, PPA 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
19. The authority reserves the right to reject any or all tenders without assigning any reasons thereof and shall also not be bound to accept the lowest tender.
20. Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He/she/they may contact the **Executive Engineer, Harbour Works Division No.II** or his authorized representative at his office at Administrative Building, Paradip Port Authority, Dist: Jagatsinghpur, Odisha – 754 142. In this regard, non-compliance of the same will no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
21. The Board of Paradip Port Authority is not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
22. The Bidder must go through the "Special Terms and Conditions of Tenderers (**Preference to Make in India**)" of the tender document before bidding and fill up all the Appendixs as per format given in the tender document. The bidder, at the time of bidding shall be obliged to indicate the percentage (%) of Local Content & provide self certification as per the format enclosed as Annexure-V of Preference to Make in India.
23. This work is included in the integrity pact & accordingly will be entrusted to the Independent External Monitor (IEM) for effecting transparency & maintaining quality.

24. VALIDITY:

The tender shall remain open for acceptance for a period of **6 months** from the date of opening of techno-commercial bid. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Board of Paradip Port Authority and /or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Board of Paradip Port Authority /sanctioning Authority.

Executive Engineer,
Harbour Works Division-II
Paradip Port Authority

CHECK LIST TO BE UPLOADED BY THE BIDDER

Name of Work: Capital Dredging in the North BOT Dock Complex to enhance dredged depth from 17.1 mtr to 19.8 mtr to facilitate the handling of fully laden Cape size vessels.

Sl. No	Descriptions	Reference to Clause No.	Uploaded (Yes/No)	If Yes, Page Reference
1	(a) Scanned copy of acknowledgement towards Cost of Tender Document/ Exemption Document	Clause No.6.1(A) of ITB		
	(b) Scanned copy of acknowledgement towards EMD /Exemption Document	Clause No.6.1(A) of ITB		
2	Scanned copy of Audited Balance Sheet with Profit & Loss statement / Turnover certificate (certified by CA with UDIN)			
	F.Y. - 2022-23	Clause No.6.1(A) of ITB		
	F.Y. - 2023-24			
	F.Y. - 2024-25			
3	Scanned copy of original experience certificate of having successful completion of similar type of work(s) during the last 07 (Seven) years ending with last day of month previous to the one in which applications are invited.			
a)	Three similar completed works costing not less than (40%) of estimated cost put to tender Rs. 7,39,20,000/- (Excluding GST) each OR	Clause No.6.1(A) of ITB		
b)	Two similar completed works costing not less than (50%) of estimated cost put to tender Rs. 9,24,00,000/- (Excluding GST) each OR			
c)	One similar completed works costing not less than (80%) of estimated cost put to tender Rs. 14,78,40,000/- (Excluding GST).			
4	Scanned copy of Original TDS Certificate, if the work certificate is obtained from any Private Organization. NB:-The TDS amount deducted in respect of the claimed similar completed work(s) executed by the bidder should be certified by a Chartered Accountant (with UDIN).	Clause No.6.1(A) of ITB		
5	Scanned copy of EPF Certificate	Clause No.6.1(A) of ITB		
6	Scanned copy of ESI Certificate	Clause No.6.1(A) of ITB		
7	Scanned copy of PAN Card	Clause No.6.1(A) of ITB		
8	Scanned copy GST Registration	Clause No.6.1(A) of ITB		
9	Scanned copy of Power of Attorney certificate, if any.	Clause No.6.1(A) of ITB		
10	Copy of Income Tax Return (Last 03 Assessment Years)			
	F.Y. - 2022-23(A.Y: 2023-24)	Clause No.6.1(A) of ITB		
	F.Y. - 2023-24 (A.Y: 2024-25)			
	F.Y. - 2024-25 (A.Y: 2025-26)			
11	Self declaration of the Bidder that, the Bidding firm is presently not debarred/ delisted by any Govt./Quasi Govt./ Public Sector undertaking in India/ any Port Authority. (Appendix-VII)	N.B.(i) of Clause No.3 of e-TCN		
12	Signed copy of Preference to Make in India Format (Appendix-VI)	N.B.(vi) of Clause No.3 of e-TCN		
13	Signed copy of Integrity Pact format (Annexure-VI)	Clause No.24 of e-TCN		

N.B.:- Bidders to note that any shortfall documents / information/clarifications sought by PPA as per Clause No.7.5 of ITB shall reach within the specified time line failing which the bid shall not be considered for evaluation.

INFORMATION TO BIDDERS FOR e-PROCUREMENT

1.0 GENERAL INFORMATION:

Online bids under three cover in item rate system is hereby invited on behalf of the Board of Paradip Port Authority from the experienced and resourceful dredging firms with proven technical and financial capabilities for executing Capital Dredging in the North BOT Dock Complex to enhance dredged depth from 17.1 mtr to 19.8 mtr to facilitate the handling of fully laden Cape size vessels through on-line bidding on the website **<https://eprocure.gov.in/eprocure/app>** having Digital Signature Certificate (DSC) of Class-II or Class-III issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of Authority to the Root Certificate of CCA.

- 1.1 This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Tender Inviting Authority. It also provides information on online bid submission, opening, evaluation and contract award.

1.2 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

1.2.1 REGISTRATION:

- (i) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal by using the "[Online Bidder Enrolment](#)" option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile No. All the correspondence shall be made directly with the contractors/bidders through e-Mail-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/ Smart Card.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID /password and the password of the DSC / e-Token.

Note : Those who are already enrolled need not go through this step.

1.2.2 PREPARATION OF BIDS

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any clarifications, if required, have to go through the contact details given in the tender document.
- (iv) Bidders should ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats.

1.2.3 SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that he/ she/they upload the bid in time i.e. on or before the bid submission time.
- (ii) Bidder should prepare the Tender Fee and EMD as per the instructions specified in the e-Tender Notice. The originals should be submitted to the Tender Inviting Authority, on or before the last date & time mentioned in Table No.3 of e-Tender Notice. The details of the NEFT/RTGS, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their bid.
- (iv) Bidder shall select the payment option as online to pay the Tender Fee/ EMD and enter details of the NEFT/RTGS.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender details according to specified cover.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bidders shall download the Bill of Quantity, in .xls format and save it without changing the name of the file. Bidder shall quote their rates in figures only in green background cells, thereafter save and upload the file in financial bid cover (Price bid) only. The bidders are cautioned that during uploading of financial bid, Macros must be enabled to see the word representation of figures.
- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.

- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid.
- (xi) Bidder should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

2.0 **QUALIFYING REQUIREMENT:-**

2.1 Scanned copy of original experience certificate of having successful completion of similar type of work during the last **07 (Seven) years** ending last day of the month previous to the one in which applications are invited should be either of the followings :

(a) Three similar completed works each costing not less than **Rs. 7,39,20,000.00**

(OR)

(b) Two similar completed works each costing not less than **Rs. 9,24,00,000.00**

(OR)

(c) One similar completed work costing not less than **Rs. 14,78,40,000.00**

N.B : (1) Similar works in this case shall be defined as execution of Capital/ maintenance dredging work using Cutter Suction Dredger/ Trailer Suction Hopper Dredger .

(2) Scanned copy of Original TDS Certificate must be furnished if the work certificate from any Private Organization is submitted for the above purpose.

(3) The TDS amount deducted in respect of the claimed similar completed work(s) executed by the bidder should be certified by a Chartered Accountant (with UDIN).

2.2 The bidder shall furnish documentary proof as below for fulfilling qualifying criteria, failing which his offer shall be summarily rejected:

- i) Scanned Copies of Similar Nature of work, Completion Certificate having Date of Commencement and Completion, Actual Date of Completion, Contract Value, Actual Executed Value.
- ii) Scanned Copies of Audited Balance Sheet with Profit & loss statement / Turnover Certificate duly signed by Chartered Accountant for last three years ending **31st March 2025** along with statement of turnover as per proforma enclosed as **Annexure-I** .
- iii) Scanned copy of original TDS Certificate if the work completion certificate has been obtained from any Private Organization.

2.2.1 The bidders are also required to furnish the following documents along with their bid.

- i) Scanned copy of GST Registration Certificate.
- ii) Scanned copies of statements of concurrent commitments as per proforma enclosed as **Annexure-II**.
- iii) Scanned copy of PAN Card & Income Tax Return of preceding three years i.e Assessment year 2023-24, 2024-25 & 2025-26.
- iv) Scanned copy of Acknowledgement towards cost of Tender Documents, EMD/Exemption Document for tender cost and EMD
- v) Scanned copy of ESI and EPF Registration Certificate.
- vi) Scanned copies of Bar Chart for execution of this work.
- vii) Scanned copies of Details of dredger(s) and other supporting crafts and facilities with their time of mobilisation for execution of the above work. The Bidder shall provide complete details such as dimensions, capacity of Dredgers, other floating crafts and equipments if any, trade name, year of built, Registration particulars etc. as per proforma enclosed as **Annexure-III**.
- viii) Scanned copies of Name and curriculum vitae of dredging team proposed to be deployed.
- ix) Scanned copies of proposed methodology for execution of the work i.e. dredging with disposal of spoil and progress of the work etc. so as to ensure maintenance of dredged levels till defect liability period at respective locations as stipulated in the Specification attached to this Bid Document.
- x) Scanned copies of Registration details of the firm, bankers, company profile, solvency certificate and financial position of the firm during the last three years.
- xi) Scanned copy of Proposal Form - Exceptions and Deviations entering 'NIL' as per proforma enclosed as **Annexure-IV**.
- xii) Scanned copy of Self declaration/Undertaking of not debarred/delisted by any Govt. /Quasi Govt./ public Sector undertaking in India/any port Authority as per **Appendix-VII**.
- xiii) Scanned copy of Self Signed Documents of Make In India clause from Annexure-I to VI with mentioning % of local content in Annexure-V.
- xiv) Scanned copy of signed format for Integrity Pact as per **Annexure-VI**.

Attested Xerox copies of certificates regarding qualifying criteria shall be submitted by the bidder alongwith EMD & Tender Fee on or before the date mentioned in Table No.3 of e-Tender Notice.

3.0 The unit rates in Bill of Quantities shall be quoted strictly in figures only and macros must be **enabled** to see the word representation of figures.

4.0 **BID VALIDITY:** The validity of offer shall be **180 days from the date of opening of tender**. A bid valid for a shorter period may be rejected by the Board of Paradip Port Authority as being non responsive. In exceptional circumstances, prior to expiry of the original tender validity period, PPA may request the bidders, in writing, for a specified extension in the period of validity. The bidder may refuse the request without forfeiting its EMD (bid security). The bidder agreeing to the request will neither be required nor be permitted to modify its tender.

5.0 **EARNEST MONEY DEPOSIT: -**

- 5.1 The Bidder shall deposit EMD of Rs. 28,48,000.00 (Rupees Twenty Eight lakh Forty Eight Thousand) only in the form of NEFT/RTGS as mentioned in Table 4.1 (B).

(OR)

Any Firm registered with National Small Industries Corporation Ltd. (NSIC), Micro & Small Enterprises, 2012 to all MSE's registered with District Industries Centers (DIC)/Khadi & Village Industries Commission (KVIC)/Khadi & Village Industries Board (KVIB)/Cair Board/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME)/ Udyog Aadhar Memorandum (UAM), irrespective of relevance of the product category shall be **exempted** towards deposit of EMD and Tender Fee for the subject tender. Such registration certificate must be uploaded by the bidder along with the Technical Bid failing which the tender shall not be considered.

- 5.2 Any Bid not accompanied with proper EMD or documents in support of EMD in exemption shall be rejected summarily as being non-responsive and the price bid will not be opened.
- 5.3 The EMD of the unsuccessful bidders will be returned without interest, after finalisation of tender to the A/C from which the tender paper cost and EMD will be deposited should be in the name of Contractor/Authorised person of the firm who have digitally signed the Bid. Refund of EMD in respect of unsuccessful bidders will also be made to that specific account of the Bidder.
- 5.4 The EMD (bid security) will be forfeited:
- a) If a bidder fails to accept rectification of arithmetical errors noticed by the PPA.
 - b) If the Bidder adopts corrupt or fraudulent practices and tries to influence the department during tender processing.
 - c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to Sign the Agreement or to deposit EASD within the specified time limit.
 - d) If the documents submitted by a bidder proves to be fake at any point of time during execution of work.

6.0 **SUBMISSION OF OFFER: -**

- 6.1 The tender shall be submitted online in **three cover** system duly scanned and digitally signed by the authorized representative of the bidder as follows:

(A) Cover -1 (FEE)

Online bids should be submitted containing original scanned copy of following document in Cover-1.

- i) Acknowledgement copy for Cost of the Tender Document deposited **or** scanned copies of valid NSIC/MSME etc. certificates.
- ii) Acknowledgement copy for Earnest Money Deposit (EMD) fee deposited **or** scanned copies of valid NSIC/MSME, etc. certificates.

(B) Cover -2 (PRE-QUAL/ TECHNICAL BID)

Online bids should be submitted containing **original scanned copy** of following document in Cover-2.

- i) Scanned Copies of Similar Nature of work Completion Certificate having Scheduled Date of Commencement and Completion, Actual Date of Completion, Contract Value, Actual Executed Value.
- ii) Scanned Copies of Audited Balance Sheet/Profit & loss account/ Certificate from Chartered Accountant for last three years ending **31st March 2025** along with statement of turnover as per proforma enclosed as **Annexure-I**.
- iii) Scanned copy of original TDS Certificate if the work completion certificate has been obtained from any Private Organization.
- iv) Scanned Copy of Permanent Account Number (PAN) Card.
- v) Scanned copies of statements of works in hand as per proforma enclosed as **Annexure-II**.
- vi) Scanned copies of Bar Chart for execution of this work.
- vii) Scanned copies of Details of dredger(s) and other supporting crafts and facilities with their time of mobilisation for execution of the above work. The Bidder shall provide complete details such as dimensions, capacity of Dredgers, other floating crafts and equipments if any etc. trade name, year of built, Registration particulars etc. as per proforma enclosed as **Annexure-III**.
- viii) Scanned copies of Name and curriculum vitae of dredging team proposed to be deployed.
- ix) Scanned copies of proposed methodology for execution of the work i.e. dredging with disposal of spoil and progress of the work etc. so as to ensure maintenance of dredged levels till defect liability period at respective locations as stipulated in the Specification attached to this Bid Document.
- x) Scanned copies of Registration details of the firm, bankers, company profile, solvency certificate and financial position of the firm during the last three years.
- xi) Scanned copy of "Proposal Form - Exceptions and Deviations", entering 'NIL' as per proforma enclosed as **Annexure-IV**.

(C) Cover-3 (FINANCIAL/ PRICE BID)

Online bids should be submitted containing

- i) It shall contain the Price Bids for the work in the Bill of Quantity [BoQ] format. In the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. For Item rate tenders the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder. He has to only write (type) the figures, the words will be self generated (Enabling macros).
- ii) Scanned copy of Extra Additional Security Deposit (EASD).

7.0 SUBMISSIONS, OPENING & EVALUATION:

- 7.1 The bid should be submitted online at website <http://eprocure.gov.in/eprocure/app> only, by the due date mentioned in e-Tender Notice. The Server Date & Time as appearing on the website <http://eprocure.gov.in/eprocure/app> shall only be considered for the cut-off date and time for submission of bids. Offers sent through post, telegram, fax, telex, e-mail, and courier or by any other mode will not be considered. In case

of date of opening is declared as holiday tender will be opened on next working day.

- 7.2 Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by all the documents as per clause 6. The system shall consider only the last bid submitted through the E-Procurement portal.
- 7.3 In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 7.4 For this tender withdrawal of bid is not allowed.
- 7.5 Only those bidders shall be considered qualified by PPA, who has submitted all the documents as specified in the check list, accept all the terms & conditions of the tender document unconditionally and meet the qualifying requirement stipulated in the Tender document. The decision of the PPA shall be final and binding in this regard.
- 7.6 During evaluation and comparison of the bids, the purchaser may, at his discretion, ask the bidder for **clarification on the bid**. The request for clarification shall be given in writing by registered/ Speed Post/Registered e-mail/uploaded on the e-procurement Portal, asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.
- The **shortfall** information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, *registration with GST* has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new supply/work order should be asked for so as to qualify the bidders.
- 7.7 The bidder shall bear all cost associated with the preparation & submission of its bid and the PPA will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.

7.8 Normally the tender will be accepted of those bidders whose quoted rates are found to be lowest but PPA is not bound for such acceptance and reserves the right to accept or reject any offer without assigning any reason thereof. Bidder shall have no objection to such rights of PPA.

7.9 Bid opening dates are specified during tender creation or can be extended vide corrigendum.

Note: Any **addendum/corrigendum** thus issued shall be notified in the website <https://eprocure.gov.in/eprocure/app>, notice board and through paper publication.

7.10 The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.

7.11 The Opening Officers will systematically check the scanned copy of NEFT/RTGS towards EMD & Tender Fee with that of the original submitted. If found in order, they will continue opening of all other documents in the system provided under Technical Bid.

7.12 After opening of the Technical Bid, the original documents as per requirement of the e-Tender Document will be verified at the office of the Chief Engineer.

7.13 After evaluation of bid, all the bidders will get the information regarding their eligibility on website.

7.14 Date of Financial/Price Bid opening would be specified after Technical Evaluation is completed.

7.15 The Financial Bid/ Price-bid of the technically qualified bidders will be opened & evaluated on the notified date & time by the *Bid Openers* with their Digital Signature Certificate (DSC) in the presence of bidders or their authorized representative who wish to be present. The Financial bid of the bidders shall be opened one by one by the bid Openers. The system shall auto generate the Comparative statement. The bidders can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” link.

7.16 After evaluation of bid, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal. The bidder will get the information regarding the status of their financial bid and ranking of bidders on website.

8.0 AWARD OF CONTRACT (AOC).

8.1 The bidder whose bid has been accepted will be notified for the award by the PPA prior to expiration of the Bid validity period through the “Letter of Intent”, which will state the sum that the PPA will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed in the Contract.

8.2 The Work Order will constitute the formation of the Contract until the Formal Agreement is signed.

- 9.0 The Bidder shall promptly check their e-mailbox registered with CPP Portal for receipt of any information/clarification/ correspondence in respect of their bid. PPA shall not be responsible for non-receipt/failure of e-mail to the bidders.
- 10.0 If any of the information furnished by the bidder is found to be incorrect, the Bid/ contract is liable to be rejected/terminated and the EMD will be forfeited.
- 11.0 PPA reserves the right to cancel the tender without assigning any reason thereof.
- 12.0 Conditional offers are liable for rejection.
- 13.0 Bids from those bidders who have not submitted their offer as per e-Tender Notice will not be considered.
- 14.0 FRAUD AND CORRUPTION:
- 14.1 The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.
- 14.2 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited & the tenders submitted by the contractors who resort to canvassing will be liable for rejection
- 15.0 The details of work to be carried out and its scope are given in the “Tender Document” of these documents, which also indicate a brief description of the Project where work is to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have full acquainted themselves with the same.
- 16.0 The bidders; in their own interest, are advised to inspect and examine the site and its surrounding and satisfy themselves, before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or effect the work or cost thereof under the contract.

INSTRUCTIONS TO TENDERERS – TABLE OF CONTENT

Sl. No.	TITLE
01.	Submission of Tender.
02.	Performance Security.
03.	Time Schedule.
04.	Right of the Board to accept / reject tender.
05.	Transfer of tender documents.
06.	Duties and Taxes.
07.	Retired Govt. or Company Officer.
08.	Liquidated damages.
09.	Security requirements.
10.	Legal Jurisdiction.
11.	The Tender.
12.	Signing of the Contract.
13.	General Tender to form part of Agreement.
14.	Integrity Pact.

INSTRUCTIONS TO TENDERERS

1.0 SUBMISSION OF BID :

Scanned copies of original work order & work completion certificate from the authority duly signed & stamped should be furnished while submitting the Bid. The original copies are also to be shown as & when required by Paradip Port Authority. All attestations should be made by not below the rank of Class-I officer of Govt. / Bank/ PSU / Notary. Work completion certificates should be reflected with awarded value and completion value, scheduled date of commencement & completion alongwith actual date of completion and details of the items executed.

Tenderers should submit their offer in single stage three cover systems alongwith the required EMD, cost of tender paper.

2.0 PERFORMANCE SECURITY:

2.1 On receipt of intimation from the accepting authority of the acceptance of tender, the successful tenderer shall be required to deposit Performance Security in the form of Electronic Bank Guarantee from a Nationalized / Scheduled Bank having branch at Paradip and acceptable to the EMPLOYER on the Proforma enclosed at **Annexure-VIII** to the bid within 30 days of the receipt by him of the order. The EMPLOYER shall, however, arrange to release the EMD in respect of unsuccessful bidders within 15 (Fifteen) days of placement of order to successful bidder. The performance security deposit as stipulated in Clause-4.2 of General Conditions of Contract for the due and proper fulfilment of the contract will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfilment by the contractor of the terms & conditions of the contract.

2.2 Over and above the E.M.D, tenderer quoting the rebate more than 15% on the cost of work put to tender shall have to pay an '**Extra Additional Security Deposit**' (**E.A.S.D**) separately in the form of Demand Draft/ Banker's Cheque in favour of FA & CAO, Paradip Port Authority from a scheduled Bank located at Paradip depending upon the amount calculated as per the following formula:

$$\text{Extra Additional Security Deposit (E.A.S.D)} = \frac{A}{100} \times \text{cost of work put to tender}$$

Where A = Percentage rebate quoted on the cost of work put to tender by the tenderer minus 15 (Fifteen).

Example: If the tenderer desires to quote percentage rebate 25% (Twenty five) percent, then the Extra Additional Security Deposit (E.A.S.D) shall be worked out as under.

$$\text{E.A.S.D Amount} = \frac{(25 - 15)}{100} \times \text{cost of work put to tender.}$$

- Note :
1. The Demand Draft/ Banker's Cheque/ Electronic Bank Guarantee shall be initially valid upto scheduled completion and subsequently be extended upto actual completion.
 2. The E.A.S.D will be released on satisfactory completion of the work.
 3. The Demand Draft/ Banker's Cheque/ Electronic Bank Guarantee is required to be submitted in a sealed packet separately superscribing 'Extra Additional Security Deposit' (E.A.S.D) after opening of Technical Bid.
 4. **Contractor if submits less/no EASD than the calculated amount; in that case his tender shall be rejected out-rightly. The EASD amount in shape**

of RTGS/NEFT will be submitted after opening of the Technical Bid and before opening of the Price Bid, failing which his bid will not be considered.

5. The contractor has to produce blank PDF document, if the quoted amount is within 15% less.

3.0 TIME SCHEDULE :

The time allowed for carrying out the work is **06 (Six) Months** from the date of commencement including Rainy Season. The tenderer shall also submit along with his tender a preliminary CPM schedule based on "Schedule of Construction" showing commencement and completion times of various sections of the proposed works including supply and delivery of all important items of his contract.

4.0 RIGHT OF THE BOARD TO ACCEPT OR REJECT TENDER :

The board does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. The work also may be split up between two or more contractors or accepted in part and not entirely, if considered expedient. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. Tenderers may please note that any conditions be it financial or otherwise, not covered in the tender documents will not be entertained and such tenders are liable for rejection.

Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer(s) who resort to canvassing will be liable to rejection.

5.0 TRANSFER OF TENDER DOCUMENTS:

Transfer of tender documents purchased by one intending tenderer to another is not permissible. Tenders should be furnished by the contractors/firms in whose favour tender papers are sold only. Tender(s) furnished in any other name(s) than mentioned in the tender paper will be rejected outright.

6.0 DUTIES AND TAXES:

Indian Custom Duties, if any, levied upon the work, dredger, equipments etc. are to be borne by the bidders and to be incorporated in the Item-Rates and this will not be separately paid for. The Contractor shall bear all Taxes both corporate and personnel, including but not limited to taxes on income levied on the Contractor or on their affiliated companies on account of payments received by them from the EMPLOYER for the works done under the Contract.

It shall be the responsibility of the Contractor to submit to the concerned Indian Statutory Authorities the returns and all connected documents required for this purpose. The Contractor shall also provide the EMPLOYER such information as they may require in regard to the Contractor's income and expenditure for this purpose.

7.0 RETIRED GOVERNMENT OR COMPANY OFFICERS:

No Engineer of Gazetted rank or other gazetted officer employed in Engineering or Administrative duties in Engineering Department of the State/Central Government or the Paradip Port Authority is allowed to work as a contractor for the period of two years after his retirement from Government service or from the employment of the Paradip Port Authority without the previous permission of the State/Central Government/Paradip Port Authority,

as the case may be. The contract, if awarded, is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person, who had not obtained the permission of the State/Central Government or the Paradip Port Authority as aforesaid, before submission of tender or engagement in the contractor's service as the case may be.

8.0 LIQUIDATED DAMAGES:

Time is the essence of the contract. The contractor is required to complete the work within the stipulated period. For non-completion of the work, he is required to reimburse the liquidated damages at the rates detailed in the conditions.

9.0 SECURITY REQUIREMENTS:

Where the works are to be carried out within the prohibited area of the Port, the contractor(s) is required to obtain necessary permits/passes for his men and materials and vehicle for entering the Security Zone at his own cost on deposit of required fees with Paradip Port Authority. He is also required to comply with the Port Security Requirement as may be notified from time to time.

10.0 LEGAL JURISDICTION :

All disputes are subject to exclusive jurisdiction of courts at **Kujang** only.

11.0 THE TENDER:

The amount quoted by the tenderer in the schedule of quantities and rates shall allow for all costs including labour materials, equipment, transport charges, dock and harbour dues and other charges payable to the Board, Octroi, Customs Duty, Excise Duty, Sales Tax, Income Tax, VAT, Cess or any other duties, taxes or charges whatsoever payable on the personnel, materials and equipment which will be utilizing in the performance of the contract.

12.0 SIGNING OF THE CONTRACT:

The successful tenderer shall be required to execute an agreement in the proforma attached with the tender documents as **Annexure-V** with Odisha State Stamp paper of proper value within 15 days from the date of issue of the notice of acceptance of tender. In the event of failure on the part of successful tender to sign the agreement within the above stipulated period the Earnest Money deposited by him be forfeited and the acceptance of the tender shall be considered as cancelled.

13.0 GENERAL TENDER TO FORM PART OF AGREEMENT:

This general Tender Notice, Instructions to tenderers shall be deemed to form part of the Agreement.

14.0 INTEGRITY PACT:

This work will be included in the integrity pact & accordingly will be enAuthorityed to the Independent External Monitor (IEM) for effecting transparency & maintaining quality as detailed out in the format at **Annexure-VI**.

SIGNATURE OF THE TENDERER

**Executive Engineer,
Harbour Works Division-II,
Paradip Port Authority.
Paradip- 754142
Dist- Jagatsinghpur
Odisha**

Annexure-I**TABLE- 1.4****FINANCIAL TURNOVER**

Bidders shall furnish their Annual Turnover during the last three financial years.

Financial Year	Turnover (Rs. in Crores)
2022-2023	
2023-2024	
2024-2025	

NB:- Turnover should be reflected in the audited balance sheet for the said year.

Annexure-II**TABLE – 1.2****CONCURENT COMMITMENTS OF THE BIDDER**

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

SIGNATURE OF BIDDER

TABLE- 1.3

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

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

Note: *(1) The bidder is requested to give all relevant and complete information as required and if required he can use separate sheets.*

PROPOSAL FORM
EXCEPTIONS AND DEVIATIONS

Bidder shall enter NIL in the proforma below.

Sr. No	List of Deviations

SIGNATURE OF BIDDER

PROFORMA OF AGREEMENT

Gentlemen,

THIS AGREEMENT made this day of two thousand twenty-two BETWEEN the Board of Paradip Port Authority for the Port of Paradip, a statutory body constituted under Major Port Authorities Act, 2021 under the rules there under and statutory modification thereto having Registered office at Paradip Port Authority, Paradip, Jagatsinghpur – 754142 (hereinafter called “EMPLOYER” which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and (hereinafter called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) to the other part.

WHEREAS the Board is desirous of executing the work “.....” at and WHEREAS the Contractor has offered to execute, complete and maintain such work in perfect condition till handing over to the Board and whereas the Board has accepted the tender of the contractor for an amount of Rs..... (Rupees) only for execution/supply/maintenance and WHEREAS the Contractor has agreed to take up the above work in accordance with the conditions of contract and to the entire satisfaction of the Board of Paradip Port Authority.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:-
 - i) The e-Tender Call Notice.
 - ii) The Drawing (if any).
 - iii) Bill of Quantities.

- iv) General Conditions of Contract, Special Conditions of Contract, Technical Specification and Tender Conditions as uploaded by the Bidder.
 - v) Letter of Acceptance and Letter of Intent.
 - vi) Work Order.
 - vii) Any other letter(s) exchanged between Contractor and Paradip Port Authority in connection with the relevant tender till issuance of work order.
3. The Contractor hereby covenant with the Board of Paradip Port Authority to execute, complete and maintain the Work till handing over to the Board in conformity in all respects with the provisions of Contract.
4. The Board of Paradip Port Authority hereby covenants to pay to the contractor in consideration of such execution, completion and maintenance of the works, the Contract Prices at the times and in the manner prescribed in the Contract.

IN WITNESS whereof the parties hereunto have caused their respective common seals to be hereunto as fixed (or have set their respective hands and seals) the day and year first above written.

Have executed these presents on the day and year first above written.

CHIEF ENGINEER,
PARADIP PORT AUTHORITY.
For & on behalf of the Board of PPA.

Signature of the Contractor

Witness: 1)

2)

INTEGRITY PACT

Between

(Name of the Authority) hereinafter referred to as "The Principal"

And

(Name of the bidders and consortium members)
.....hereinafter referred to as "The Bidder/Contractor"

Preamble: The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government/PSU transactions and as a part of vigilance administration and superintendence. CVC has, through its Office Orders No. 41/12/07 dated 04.12.07 and 43/12/07 dated 28.12.07 and Circulars No. 18/05/08 dated 19.05.08 and 24.08.08 dated 05.08.2008, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations In pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. It commits itself to observe the following principles during the contract execution.

- a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the execution of the contract.
- b. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others,

any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from or exclusion from future Contracts

If the Bidder, before award of contract has committed a transgression through a violation of Section 2 or in any other form such as to put its reliability as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put its reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that it has restored/recouped the Damage caused by it and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
 - a. A transgression is considered to have occurred if in the light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to Security Deposit/Performance Electronic Bank Guarantee, whichever is higher.
2. The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression has occurred in the last 3 years with any other Company in any country or with any other Public Sector Enterprise in India that could justify its exclusion from the award of the contract.

2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

Section 7 - Criminal charges against violating Bidders/Contractors/Subcontractors

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

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal shall appoint competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information & documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also

transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration This Pact begins when both parties have signed it. It expires 12 months after the last payment under the Concession Agreement. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal.
2. Changes and supplements as well as termination notices need to be made in writing before they become effective and binding on both the parties.
3. If the Bidder/Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
Place.

Witness 1 :

For the Bidder/Contractor

Witness 2 :

Date :.....

GUIDELINES FOR INDIAN AGENTS OF FOREIGN “SUPPLIERS / CONTRACT AGENCIES”

1.0 There shall be compulsory registration of Indian agents of foreign suppliers / contract Agencies with PPA in respect of all global (Open) Tenders and Limited Tenders. An Agent who is not registered with PPA shall apply for registration in the prescribed Application form.

1.1 Registered agent needs to submit before the placement of order by PPA, an Original certificate issued by his supplier / contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the Commission / remuneration / salary / retainer being paid by them to the agent(s).

1.2 Wherever the Indian representative has communicated on behalf of their foreign supplier / contract agency and / or the foreign supplier / contract agency have stated that they are not paying any commission to their Indian agent (s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier / contract agency should be submitted before finalizing the contract.

2.0 DISCLOSURE OF PARTICULARS OF AGENT(S) / REPRESENTATIVE(S) IN INDIA, IF ANY.

Bidders of foreign nationality shall furnish the following details in their quotation/bid.

The name and address of their agent(s) /representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign company, it shall be confirmed whether it is a really substantial company and details of the company shall be furnished.

2.1.2 The amount of commission / remuneration included in the quoted price (s) for such agent (s) representative(s) in India.

2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agent (s) / representative(s) in India shall be the responsibility of the bidder for which the bidder may keep such provision included in the price bid and make the payment to the agent / representative directly in Indian currency only. The Port Authority shall in no case shoulder the responsibility for payment of such commission /remuneration to the agent / representative, if any, in India.

3.0 DISCLOSURE BY INDIAN AGENT (S) OF PARTICULARS OF THEIR FOREIGN SUPPLIERS / CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION.

3.1 Bidders of Indian Nationality shall furnish the following details / certificates in / along with their offers.

3.1.1 The name and address of foreign supplier / contract agency indicating their nationality as well as their status, i.e., manufacturer or agent or manufacturer holding the Letter of Authority.

3.1.2 Specific authorization letter by the foreign supplier / contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s) representative(s).

3.1.3 The amount of commission/remuneration included for bidder in the price(s) quoted.

3.1.4 Confirmation of the foreign supplier / contract agency that the commission / remuneration, if any, reserved for the bidder may be paid to the bidder himself in India in equivalent Indian currency. The Port Authority shall in no case shoulder the responsibility for payment of such commission / remuneration, if any.

4.0 In their case, in the event of materialization of contract, the terms of payment will provide for payment of the commission / remuneration payable, if any, to the agent (s) / representatives (s) in India in Indian Rupees, as per terms of the contract.

4.1 Failure to furnish correct information in detail, as called for in para 2.0 and / or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract, the same is liable for termination by PPA. Besides this, other actions like banning business dealings with PPA, payment of a named sum etc. may also follow.

1. GENERAL CONDITIONS OF CONTRACT (GCC)

1. GENERAL CONDITIONS	
General Provisions	
1.1 Definitions	In the Conditions of Contract ("these Conditions"), which include Particular Conditions and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.
1.1.1 The Contract	<p>1.1.1.1 "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, 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.</p> <p>1.1.1.2 "Contract Agreement" means the contract agreement (if any) referred to in Sub-Clause 1.6 [<i>Contract Agreement</i>].</p> <p>1.1.1.3 "Letter of Acceptance" means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.</p> <p>1.1.1.4 "Letter of Tender" means the document entitled letter of tender, which was completed by the contractor and includes the signed offer to the Employer for the Works.</p> <p>1.1.1.5 "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the works.</p> <p>1.1.1.6 "Drawings" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.</p> <p>1.1.1.7 "Schedules" means the document(s) entitled schedules, completed by the Contractor and</p>

	<p>submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.</p> <p>1.1.1.8 "Tender" means the Letter of Tender and all other documents, which the Contractor submitted with the Letter of Tender, as included in the Contract.</p> <p>1.1.1.9 "Appendix to Tender" means the completed pages entitled appendix to tender, which are appended, to form part of the Letter of Tender.</p> <p>1.1.1.10 "Bill of Quantities" means the documents so named (if any) which are comprised in the Schedules.</p>
1.1.2 Parties and Persons	<p>1.1.2.1 "Party" means the Employer or the Contractor, as the context requires.</p> <p>1.1.2.2 "Employer" means the person named as employer in the Appendix to Tender and the legal successors in title to this person.</p> <p>1.1.2.3 "Contractor" means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).</p> <p>1.1.2.4 "Engineer" means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Appendix to Tender.</p> <p>1.1.2.5 "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.</p> <p>1.1.2.6 "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.</p> <p>1.1.2.7 "Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the works.</p> <p>1.1.2.8 "Sub-contractor" means any person named in the</p>

	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	<p>1.1.3.1 "Base Date" means the date 28 days prior to the latest date for submission of the Tender.</p> <p>1.1.3.2 "Commencement Date" means the date notified under Sub-Clause 7.1 [<i>Commencement of Works</i>].</p> <p>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 7.2 [Time for Completion], as stated in the Appendix to Tender (with any extension under Sub-Clause 7.4 [<i>Extension of Time for Completion</i>]), calculated from the Commencement Date.</p> <p>1.1.3.4 "Tests on Completion" means the tests which are specified in the contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 8 [<i>Tests on Completion</i>] before the Works or a Section (as the case may be) are taken over by the Employer.</p> <p>1.1.3.5 "Taking-Over Certificate" means a certificate issued under Clause 9 [<i>Employer's Taking Over</i>].</p> <p>1.1.3.6 "Tests after Completion" means the tests (if any), which are specified in the Contract, and which are carried out in accordance with the provisions of the Particular Conditions after the Works or a Section (as the case may be) are taken over by the employer.</p> <p>1.1.3.7 "Defects Notification Period" means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 10.1 [<i>Completion of Outstanding Work and Remedying Defects</i>], as stated in the Appendix to Tender (with any extension under Sub-Clause 10.3 [<i>Extension of Defects Notification Period</i>]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 9.1 [<i>Taking Over of the Works and Sections</i>].</p> <p>1.1.3.8 "Performance Certificate" means the certificate issued under Sub-Clause 10.9 [<i>Performance Certificate</i>].</p> <p>1.1.3.9 "Day" means a calendar day and "Year" means 365 days.</p>
1.1.4 Money and Payments	<p>1.1.4.1 "Accepted contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of</p>

	<p>any defects.</p> <p>1.1.4.2 "Contract Price" means the price defined in Sub-Clause 13.1 [<i>The Contract Price</i>], and includes adjustments in accordance with the Contract.</p> <p>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.</p> <p>1.1.4.4 "Final Payment Certificate" means the payment certificate issued under Sub-Clause 13.12 [<i>Issue of Final Payment Certificate</i>].</p> <p>1.1.4.5 "Final Statement" means the statement defined in Sub-Clause 13.10 [<i>Application for Final Payment Certificate</i>].</p> <p>1.1.4.6 "Currency" means Rupees in which part (or all) of the Contract Price is payable.</p> <p>1.1.4.7 "Interim Payment Certificate" means a payment certificate issued under Clause 13 [<i>Contract Price and Payment</i>], other than the Final Payment Certificate.</p> <p>1.1.4.8 "Payment Certificate" means a payment certificate issued under Clause 13 [<i>Contract Price and Payment</i>].</p> <p>1.1.4.9 "Provisional Sum" means a sum (if any), which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 12.5 [<i>Provisional Sums</i>].</p> <p>1.1.4.10 "Retention Money" means the accumulated retention moneys, which the employer retains under Sub-Clause 13.3 [<i>Application for Interim Payment Certificates</i>] and pays under Sub-Clause 13.8 [<i>Payment of Retention Money</i>].</p> <p>1.1.4.11 "Statement" means a statement submitted by the Contractor as part of an application, under Clause 13 [<i>Contract Price and Payment</i>] for a payment certificate.</p>
1.1.5 Works and Goods	<p>1.1.5.1 "Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the</p>

	<p>Permanent Works.</p> <p>1.1.5.2 "Goods" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.</p> <p>1.1.5.3 "Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.</p> <p>1.1.5.4 "Permanent Works" means the permanent works to be executed by the Contractor under the Contract.</p> <p>1.1.5.5 "Plant" means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works.</p> <p>1.1.5.6 "Section" means a part of the Works specified in the Appendix to Tender as a Section (if any).</p> <p>1.1.5.7 "Temporary Works" means all temporary works of every kind (other than contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.</p> <p>1.1.5.8 "Works" mean the Permanent Works and the Temporary Works, or either of them as appropriate.</p>
<p>1.1.6 Other Definitions</p>	<p>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.</p> <p>1.1.6.2 "Country" means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.</p> <p>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.</p> <p>1.1.6.4 "Force Majeure" is defined in Clause 18 [<i>Force Majeure</i>].</p> <p>1.1.6.5 "Laws" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.</p> <p>1.1.6.6 "Performance Security" means the security (or</p>

	<p>securities, if any) under Sub-Clause 4.2 [<i>Performance Security</i>].</p> <p>1.1.6.7 "Site" means the places where the Permanent Works are to be executed and to which Plant and materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.</p> <p>1.1.6.8 "Unforeseeable" means not reasonably foreseeable by an experienced contractor by the date for submission of the Tender.</p> <p>1.1.6.9 "Variation" means any change to the Works, which is instructed or approved as a variation under Clause 12 [<i>Variations and Adjustments</i>].</p>
1.2 Interpretation	<p>In the Contract, except where the context requires otherwise:</p> <p>(a) words indicating one gender include all genders;</p> <p>(b) words indicating the singular also include the plural and words indicating the plural also include the singular;</p> <p>(c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and</p> <p>(d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.</p> <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>
1.3 Communications	<p>Wherever these Conditions provide for the giving or issuing of approvals, certificates, consent-s, determinations, notices and requests, these communications shall be:</p> <p>(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Appendix to Tender; and</p> <p>(b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Appendix to Tender. However:</p> <p>(i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and</p> <p>(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.</p> <p>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</p>

	Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.
1.4 Law and Language	<p>All disputes are subject to exclusive jurisdiction of courts at Kujang only which is stated in the Appendix to Tender.</p> <p>If there are versions of any part of the Contract, which are written in more than one language, the version, which is in the ruling language stated in the Appendix to Tender, shall prevail. The language for communications shall be that stated in the Appendix to Tender. If no language is stated there, the language for communications shall be the language in which the Contract (or most of it) is written.</p>
1.5 Priority of Documents	<p>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:</p> <ul style="list-style-type: none"> (a) the Contract Agreement, (b) the Letter of Acceptance, (c) the Letter of Tender, (d) the General Conditions, the Technical Specification, (e) the Drawings, and (f) the Schedules and any other documents forming part of the Contract. <p>If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.</p>
1.6 Contract Agreement	<p>The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless they agree otherwise. The Contract Agreement shall be in the format annexed to the bid. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.</p>
1.7 Assignment	<p>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.</p>
1.8 Care and Supply of Documents	<p>The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.</p> <p>Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.</p>

	<p>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.</p> <p>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.</p>
<p>1.9 Delayed Drawings Instructions or</p>	<p>The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and details of the nature and amount of the delay or disruption likely to be suffered if it is late.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to:</p> <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [<i>Extension of Time for Completion</i>], and (b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. <p>After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.4 [<i>Determinations</i>] to agree or determine these matters.</p> <p>However, if and to the extent that the Engineer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.</p>
<p>1.10 Employer's Use of Contractor's Documents</p>	<p>As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of the Contractor).</p> <p>The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free License to copy, use and Communicate the Contractor's Documents, including making and using modifications of them. This License shall:</p> <ul style="list-style-type: none"> (a) apply throughout the actual or intended working life

	<p>(whichever is longer) of the relevant parts of the Works,</p> <p>(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</p> <p>(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.</p> <p>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.</p>
1.11 Contractor's use of Employer's Documents	As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.
1.12 Confidential Details	The Contractor shall disclose all such confidential and other information as the Engineer may reasonably require in order to verify the Contractor's compliance With the Contract.
1.13 Compliance with Laws	<p>The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise:</p> <p>(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</p> <p>(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.</p>

1.14 Joint and Several Liability	<p>If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons/ companies</p> <p>(a) these persons/ companies shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;</p> <p>(b) these persons/ companies shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons/ companies shall provide a parent company guarantee in format at Annexure-VII;</p> <p>(c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.</p> <p>(d) In case of consortium / joint venture bidder, the lead member shall satisfy the eligibility criteria indicated in the Tender Call Notice.</p>
1.15 Details to be Confidential	<p>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.</p>
2. The Employer	
2.1 Right of Access to the Site	<p>The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Appendix to Tender. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.</p> <p>If no such time is stated in the Appendix to Tender, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as may be required to enable the Contractor to proceed in accordance with the programme submitted under Sub-Clause 7.3 [<i>Programme</i>].</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [<i>Extension of Time for Completion</i>], and</p> <p>(b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.</p>

	<p>After receiving this notice, the Engineer shall proceed in accordance with Sub Clause 3.4 [<i>Determinations</i>] to agree or determine these matters.</p> <p>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.</p>
2.2 Permits, Licenses or Approvals	<p>The Employer shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor:</p> <ul style="list-style-type: none"> (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, Licenses or approvals required by the Laws of the Country: <ul style="list-style-type: none"> (i) which the Contractor is required to obtain under Sub-Clause 1.13 [<i>Compliance with Laws</i>], (ii) for the delivery of Goods, including clearance through customs, and (iii) for the export of Contractors Equipment when it is removed from the Site.
2.3 Employer's Personnel	<p>The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:</p> <ul style="list-style-type: none"> (a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [<i>Co-operation</i>], and (b) take actions similar to those, which the Contractor is required to take under sub paragraphs (a), (b) and (c) of Sub-Clause 4.8 [<i>Safety Procedures</i>] and under Sub-Clause 4.18 [<i>Protection of the Environment</i>].
2.4 Employer's Claims	<p>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 to any extension of the Defects Notification Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [<i>Electricity, water and Gas</i>].</p> <p>The notice shall be given as soon as practicable after the Employer became aware of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.</p> <p>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</p>

	<p>entitled in connection with the Contract. The Engineer shall then proceed in accordance with Sub-Clause 3.4 [<i>Determinations</i>] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub Clause 10.3 [<i>Extension of Defects Notification Period</i>].</p> <p>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.</p>
3. Engineer	
3.1 Engineer's Duties and Authority	<p>The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.</p> <p>The Engineer shall have no authority to amend the Contract</p> <p>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.</p> <p>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.</p> <p>Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none"> (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer; (b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.
3.2 Delegation by the Engineer	<p>The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or Independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both</p>

	<p>Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.4 [<i>Determinations</i>].</p> <p>Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority; and who are fluent in the language for communications defined in Sub-Clause 1.4 [<i>Law and Language</i>].</p> <p>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:</p> <p>(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;</p> <p>(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.</p>
3.3 Instructions of the Engineer	<p>The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings, which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 12 [<i>Variations and Adjustments</i>] shall apply.</p> <p>The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:</p> <p>(a) gives an oral instruction,</p> <p>(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).</p>
3.4 Determinations	<p>Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.4 to agree or determine any matter, the Engineer shall consult with each</p>

	<p>Party in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances</p> <p>The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination unless and until revised under Clause 19 [<i>Claims, Disputes and Arbitration</i>]</p>
3.5 Management Meetings	<p>The Engineer or the Contractor's Representative may require the other to attend a management meeting in order to review the arrangements for future work. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting.</p>
4. The Contractor	
4.1 Contractor's General Obligations	<p>The Contractor shall design (to the extent specified in the contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works.</p> <p>The Contractor shall provide the Plant and Contractor's Documents specified in the contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.</p> <p>The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.</p> <p>The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods, which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.</p> <p>If the Contract specifies that the Contractor shall design any part of the Permanent Works, then</p> <p>(a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract;</p> <p>(b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [<i>Law and Language</i>], and shall include additional information required by the Engineer to add to the</p>

	<p>Drawings for co-ordination of each Party's designs;</p> <p>(c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and</p> <p>(d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the "as-built" documents and operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 9.1 [<i>Taking Over of the Works and Sections</i>] until these documents and manuals have been submitted to the Engineer.</p>
4.2 Performance Security	<p>The Contractor shall obtain (at his cost) and submit a Performance Security in the form of Electronic Bank Guarantee from a Nationalized / Scheduled Bank having branch at Paradip for proper performance, in the amount, currencies and mode stated in the Appendix to Tender.</p> <p>The Contractor shall deliver the Performance Security to the Employer within 30 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer.</p> <p>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 30 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.</p> <p>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:</p> <p>(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,</p> <p>(b) failure by the Contractor to pay the Employer an amount due, under Clause 19 [<i>Claims, Disputes and Arbitration</i>], within 42 days after this agreement or determination,</p> <p>(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</p> <p>(d) circumstances, which entitle the Employer to termination under Sub-Clause 14.2 [<i>Termination by Employer</i>],</p>

	<p>irrespective of whether notice of termination has been given.</p> <p>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.</p> <p>The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.</p>
<p>4.3 Contractor's Representative</p>	<p>The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.</p> <p>Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.</p> <p>The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.</p> <p>The whole time of the Contractor's Representative shall be given to directing the performance of the Contract. If the Contractor's Representative is to be temporary absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Engineer's prior consent, and the Engineer shall be notified accordingly.</p> <p>The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [<i>Instructions of the Engineer</i>].</p> <p>The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.</p> <p>The Contractor's Representative and all these persons shall be fluent in the language for communications defined in Sub-Clause 1.4 [<i>Law and Language</i>].</p> <p>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.</p>

4.4 Subcontractors	<p>The Contractor shall not subcontract the whole of the Works. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. However, unless otherwise stated,</p> <p>(a) the Contractor shall not be required to obtain consent to suppliers of Materials,</p> <p>(b) the prior consent of the Engineer shall be obtained to other proposed Subcontractors. In case subcontract is approved by Employer then;</p> <p>(i) the Contractor shall give the Engineer not less than 28 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and</p> <p>(ii) each subcontract shall include provisions, which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [<i>Assignment of Benefit of Subcontract</i>] (if or when applicable) or in the event of termination under Sub-Clause 14.2 [<i>Termination by Employer</i>].</p>
4.5 Assignment of Benefit of Subcontract	<p>If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.</p>
4.6 Co-operation	<p>The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:</p> <p>(a) the Employer's Personnel,</p> <p>(b) any other contractors employed by the Employer, and</p> <p>(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.</p> <p>Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements, which are the responsibility of the Contractor.</p> <p>If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification.</p>

<p>4.7 Setting Out</p>	<p>The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.</p> <p>The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.</p> <p>If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to:</p> <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [<i>Extension of Time for Completion</i>], and (b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.4 [<i>Determinations</i>] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.</p>
<p>4.8 Safety Procedures</p>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> (a) comply with all applicable safety regulations, (b) take care for the safety of all persons entitled to be on the Site, (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons, (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 9 [<i>Employer's Taking Over</i>], and (e) provide any Temporary Works (including roadways, footways, guards and fences), which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

<p>4.9 Quality Assurance</p>	<p>The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system.</p> <p>Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.</p> <p>Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.</p>
<p>4.10 Site Data</p>	<p>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.</p> <p>To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):</p> <ul style="list-style-type: none"> (a) the form and nature of the Site, including sub-surface conditions, (b) the hydrological and climatic conditions, (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects, (d) the Laws, procedures and labour practices of the Country, and (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.
<p>4.11 Sufficiency of the Accepted Contract Amount</p>	<p>The Contractor shall be deemed to:</p> <ul style="list-style-type: none"> (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,

	<p>examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [<i>Site Data</i>].</p> <p>Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums; If any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.</p>
<p>4.12 Unforeseeable Physical Conditions</p>	<p>In this Sub-Clauses, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions. If the Contractor encounters adverse physical conditions, which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable.</p> <p>This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions, which the Engineer may give. If an instruction constitutes a Variation, Clause 12 [<i>Variations and Adjustments</i>] shall apply.</p> <p>If and to the extent that the Contractor encounters physical conditions which are unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [<i>Extension of Time for Completion</i>], and</p> <p>(b) payment of any such Cost, which shall be included in the Contract Price.</p> <p>After receiving such notice and inspecting and / or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.4 [<i>Determinations</i>] to agree or determine (i) whether and (if so) to what extent these physical conditions were unforeseeable, and (ii) the matters described in subparagraphs (a) and (b) above related to this extent, However, before additional Cost is finally agreed or determined under subparagraph (ii), the Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favourable conditions were encountered, the Engineer may proceed in accordance with Sub-Clause 3.4 [<i>Determinations</i>] to agree or determine the reductions in Cost which were due</p>

	<p>to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph, and all these reductions, for all the physical conditions encountered In similar parts of the Works, shall not result in a net reduction in the Contract Price.</p> <p>The Engineer may take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which may be made available by the Contractor, but shall not be bound by any such evidence.</p>
4.13 Rights of Way and Facilities	<p>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.</p>
4.14 Avoidance of Interference	<p>The Contractor shall not interfere unnecessarily or improperly with:</p> <ul style="list-style-type: none"> (a) the convenience of the public, or (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others. <p>The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.</p>
4.15 Access Route	<p>The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel.</p> <p>These efforts shall include the proper use of appropriate vehicles and routes.</p> <p>Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none"> (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions; (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route, (d) the Employer does not guarantee the suitability or availability of particular access routes, and

	(e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.
4.16 Transport Goods	<p>of</p> <p>Unless otherwise stated in the Particular Conditions:</p> <p>(a) the contractor shall give the Engineer not less than 07 day's notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;</p> <p>(b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and</p> <p>(c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of goods, and shall negotiate and shall negotiate and pay all claims arising from their transport.</p>
4.17 Contractor's equipment	The Contractor shall be responsible for all Contractor's equipment. When brought on to the Site, Contractor's equipment shall be deemed to be exclusively intended for the execution of the Works and shall be retained at the site till the completion of the work. The Contractor shall not remove from the Site any major items of Contractor's equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.
4.18 Protection of the Environment	<p>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.</p> <p>The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values indicated in the Specification, and shall not exceed the values prescribed by applicable Laws.</p>
4.19 Site Facilities	<p>Facilities Supplied by the Contractor</p> <p>The Contractor shall supply all services, amenities, temporary structures including security fencing and storage compounds, machinery, buildings and construction equipment necessary for the proper execution of the Works at Site at his cost except for the items specified below, which will be provided by the Employer.</p> <p>Facilities Supplied by the Employer</p> <p>The Employer will make available to the Contractor the following services which will be charged at the rates given below;</p> <p>(a) Supply of land for Contractor's site establishment and lay down areas.</p>

	<p>The above shall be made available at rates as given in the PPA Scale of Rates.</p> <p>(b) Construction Water</p> <p>The Employer will provide a source for reasonable quantity of construction water at one point adjacent to the Contractor's work area. Any further reticulation to the Contractor's individual facilities shall be the Contractor's responsibility and cost.</p> <p>The Contractor shall be required to pay for water usage at the prevailing rates.</p> <p>(c) Electric Power</p> <p>The Employer will provide source of electric power at one point adjacent to the Contractor's work area. Any further reticulation to the Contractors' individual facilities shall be the Contractor's responsibility and cost.</p> <p>The Contractor shall be required to pay for electricity usage as per the prevailing rates as relevant and applicable subject to revision from time to time.</p> <p>The Employer does not guarantee the continuity of power supply in the event of power failure the contractor shall be required to make its own arrangements for the provision of electric power.</p> <p>Electric Charges will be levied as per prevailing rates.</p>
4.20 Progress Reports	<p>Unless otherwise stated, monthly progress reports shall, be prepared by the Contractor and submitted to the Engineer in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work, which is known to be outstanding at the completion date, stated in the Taking-Over Certificate for the Works.</p> <p>Each report shall include:</p> <p>(a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each Subcontractor,</p> <p>(b) photographs showing the status of manufacture and of progress on the Site;</p> <p>(c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:</p> <p>(i) commencement of manufacture,</p> <p>(ii) Contractor's inspections,</p>

	<p>(iii) tests, and</p> <p>(iv) shipment and arrival at the Site;</p> <p>(d) the detail's described in Sub-Clause 5.10 [<i>Records of Contractor's Personnel and Equipment</i>];</p> <p>(e) copies of quality assurance documents, test results and certificates of Materials;</p> <p>(f) list of notices given under Sub-Clause 2.4 [<i>Employer's Claims</i>] and notices given under Sub-Clause 19.1 [<i>Contractor's Claims</i>];</p> <p>(g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and</p> <p>(h) 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.</p>
4.21 Security of the Site	<p>Unless otherwise stated:</p> <p>(a) the Contractor shall be responsible for keeping unauthorized persons off the Site, and</p> <p>(b) authorized persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by the Employer or the Engineer, as authorized personnel of the Employer's other contractors on the Site.</p>
4.22 Contractor's Operations on Site	<p>The Contractor shall confine his operations to the Site, and to any additional areas, which may be obtained by the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.</p> <p>During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works, which are no longer, required.</p> <p>Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects</p>

	Notification Period, such Goods as are required for the Contractor to fulfill obligations under the Contract.
4.23 Fossils	<p>All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.</p> <p>The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [<i>Extension of Time for Completion</i>], and</p> <p>(b) payment of any such Cost, which shall be included in the Contract Price.</p> <p>After receiving this further notice, the Engineer shall proceed in accordance with Sub Clause 3.4 [<i>Determinations</i>] to agree or determine these matters.</p>
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	<p>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.</p> <p>The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.</p>
5.5 Working Hours	<p>No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the Appendix to Tender, unless:</p> <ul style="list-style-type: none"> (a) otherwise stated in the Contract, (b) the Engineer gives consent, or (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.
5.6 Facilities for Staff and Labour	<p>Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.</p> <p>The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.</p>
5.7 Health and Safety	<p>The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.</p> <p>The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make Reports concerning health, safety and welfare of persons, and damage to property, as, the Engineer may reasonably require.</p>

<p>5.8 Contractor's Superintendence</p>	<p>(i) Throughout the execution of the Works, and as long thereafter as is necessary to fulfill the Contractor's obligations, the Contractor shall provide all Necessary superintendence to plan, arrange, direct, manage, inspect and test the work.</p> <p>Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [<i>Law and Language</i>]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.</p> <p>A reasonable proportion of the Contractor's Superintending staff shall have a working knowledge of Hindi or English or the Contractor shall have a sufficient number of competent interpreters available during all working hours.</p> <p>(ii) <i>Foreign Staff and Labour:</i> 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.</p> <p>(iii) <i>Measures against Inspect and Pest Nuisances:</i> The Contractor shall at all times take necessary precautions to protect all staff and all labour employed on the site from inspect 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.</p> <p>(iv) <i>Alcoholic Liquor or Drugs:</i> 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.</p> <p>(v) <i>Arms and Ammunition:</i> 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.</p> <p>(vi) <i>Festivals and Religious Customs:</i> The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.</p>
<p>5.9</p>	<p>The Contractor's Personnel shall be appropriately qualified,</p>

Contractor's Personnel	<p>skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:</p> <ul style="list-style-type: none"> (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. <p>If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.</p>
5.10 Records of Contractor's Personnel and Equipment	The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work, which is known to be outstanding at the completion date, stated In the Taking-Over Certificate for the Works.
5.11 Disorderly Conduct	The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.
6. Plant, Materials and Workmanship	
6.1 Manner of Execution	<p>The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:</p> <ul style="list-style-type: none"> (a) in the manner (if any) specified in the Contract, (b) in a proper workmanlike and careful manner, in accordance with recognized good practice, and (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.
6.2 Samples	<p>The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer for consent prior to using the Materials, in or for the Works:</p> <ul style="list-style-type: none"> (a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and (b) Additional samples instructed by the Engineer as a variation. <p>Each sample shall be labeled as to origin and intended use in the Works.</p>
6.3	The Employer's Personnel shall at all reasonable times:

Inspection	<p>(a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and</p> <p>(b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.</p> <p>The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.</p> <p>The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.</p>
6.4 Testing	<p>This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).</p> <p>The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the works.</p> <p>The Engineer may, under Clause 12 [<i>Variations and Adjustments</i>], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.</p> <p>The Engineer shall give the Contractor not less than 24 hours' notice of the Engineer's intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer's presence.</p> <p>If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to:</p>

	<p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [<i>Extension of Time for Completion</i>], and</p> <p>(b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub Clause 3.4 [<i>Determinations</i>] to agree or determine these matters.</p> <p>The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.</p>
6.5 Rejection	<p>If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.</p> <p>If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall pay these costs to the Employer.</p>
6.6 Remedial Work	<p>Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to:</p> <p>(a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,</p> <p>(b) remove and re-execute any other work which is not in accordance with the Contract, and</p> <p>(c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.</p> <p>The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c). If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall pay to the Employer all costs arising from this failure.</p>

6.7 Ownership of Plant and Materials	<p>Each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:</p> <p>(a) when it is delivered to the Site;</p> <p>(b) when the Contractor is entitled to payment of the value of the Plant and Materials under Sub-Clause 7.10 [<i>Payment for Plant and Materials in Event of Suspension</i>].</p>
6.8 Royalties	<p>Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:</p> <p>(a) natural Materials obtained from outside the Site, and</p> <p>(b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made) except to the extent that disposal area within the Site is specified in the Contract.</p>
7. Commencement, Delays and Suspension	
7.1 Commencement of Work	<p>The Engineer shall give the Contractor not less than 7 days' notice of the Commencement date. Unless otherwise stated, the Commencement date shall be within 42 days after the Contractor receives the Letter of Acceptance.</p> <p>The Contractor shall commence the execution of the works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.</p>
7.2 Time of Completion, Compensation for Delay to Contractor's Negligence	<p>The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:</p> <p>(a) achieving the passing of the Tests on Completion, and</p> <p>(b) Completing all work, which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking over under Sub-Clause 9.1 [<i>Taking Over of the Works and Sections</i>].</p> <p>(c) Time period for completion of work shall be 06 months from the date of issue of letter of award. In the event of the contractor failing to comply with this condition, he shall be liable to pay as delay damage at 0.5% of contract cost for a delay of one week or part there of subject to a maximum of 10% of contract cost. The delay damages so paid shall not relieve the contractor from his obligation to complete the work or from any other obligations liabilities under this contract.</p> <p>However, in case the contractor is able to achieve overall</p>

	<p>completion as per agreed time schedule, the delay damages so levied, shall be refunded to the contractor. The decision of Engineer in the matter of applicability of delay damages shall be final and binding.</p>
<p>7.3 Programme</p>	<p>The Contractor shall submit a detailed time programme to the Engineer within 28 days after receiving the notice under Sub-Clause 7.1 [<i>Commencement of Works</i>]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations Each programme shall include:</p> <ul style="list-style-type: none"> (a) the order in which the (Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, (b) the sequence and timing of inspections and tests specified in the Contract, and (c) a supporting report which includes: <ul style="list-style-type: none"> (i) a general description of the methods which the Contractor intends to adopt; and of the major stages, in the execution of the Works, and (ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment required on the Site for each major stage. <p>Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under- the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.</p> <p>The Contractor shall promptly give notice to the Engineer of specific probable future events or circumstances, which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Engineer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 12.3 [<i>Variation Procedure</i>].</p> <p>If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.</p>

7.4 Extension of Time for Completion	<p>The Contractor shall be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 9.1 [<i>Taking Over of the Works and Sections</i>] is or will be delayed by any of the following causes:</p> <ul style="list-style-type: none"> (a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 12.3 [<i>Variation Procedure</i>]) or other substantial change in the quantity of an item of work included in the Contract, (b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions, (c) exceptionally adverse climatic conditions, (d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or (e) Any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site. <p>If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 19.1 [<i>Contractor's Claims</i>]. When determining each extension of time under Sub-Clause 19.1, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.</p>
7.5 Delays caused by Authorities	<p>If the following conditions apply, namely:</p> <ul style="list-style-type: none"> (a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country, (b) these authorities delay or disrupt the Contractor's work, and, (c) the delay or disruption was unforeseeable, then this delay or disruption will be considered as a cause of delay under subparagraph (b) of Sub-Clause 7.4 [<i>Extension of Time for Completion</i>].
7.6 Rate of Progress	<p>If, at any time:</p> <ul style="list-style-type: none"> (a) actual progress is too slow to complete within the Time for Completion, and/or (b) progress has fallen (or will fall) behind the current programme under Sub-Clause 7.3 [<i>Programme</i>], other than as a result of a cause listed in Sub-Clause 7.4

	<p>[<i>Extension of Time for Completion</i>], then the Engineer may instruct the Contractor to submit, under Sub-Clause 7.2 [<i>Programme</i>], 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.</p> <p>Unless the Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall pay these costs to the Employer, in addition to delay damages (if any) under Sub-Clause 7.7 below.</p>
7.7 Delay Damages	<p>If the Contractor fails to comply with Sub-Clause 7.2 [<i>Time for Completion</i>], the Contractor shall pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Appendix to Tender, which shall be paid for every day, which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Appendix to Tender.</p> <p>These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 14.2 [<i>Termination by Employer</i>] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities, which he may have under the Contract.</p>
7.8 Suspension of Work	<p>The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage. The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub Clauses 7.9, 7.10 and 7.11 shall not apply.</p>
7.9 Consequences of Suspension	<p>If the Contractor suffers delay and/or incurs cost from complying with the Engineer's instructions under Sub-Clause 7.8 [<i>Suspension of Work</i>] and./or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to:</p> <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [<i>Extension of Time for Completion</i>], and (b) payment of any such Cost, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer shall proceed in</p>

	<p>accordance with Sub Clause 3.4 [<i>Determinations</i>] to agree or determine these matters.</p> <p>The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 7.8 [<i>Suspension of Work</i>].</p>
7.10 Payment for Plant and Materials in Event of Suspension	<p>The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if:</p> <p>(a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and</p> <p>(b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions.</p>
7.11 Prolonged Suspension	<p>If the suspension under Sub-Clause 7.8 [<i>Suspension of Work</i>] has continued for more than 84 days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 12 [<i>Variations and Adjustments</i>] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 15.2 [<i>Termination by Contractor</i>].</p>
7.12 Resumption of Work	<p>After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.</p>
8. Tests on Completion	
8.1 Contractor's Obligations	<p>The Contractor shall carry out all tests as per MOEF guidelines during course of execution or on Completion in accordance with this Clause and Sub Clause 6.4 [<i>Testing</i>], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [<i>Contractor's General Obligations</i>], on the dredged material, testing/ analyzing the quality of water for adopting environmental safeguards, minimizing detrimental inputs enhancing the beneficial aspects of the project and for effective management of the environmental resources affected by the project at his cost. No additional changes on any such account shall be payable by the Employer.</p> <p>The Contractor shall give to the Engineer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on completion. Unless otherwise</p>

	<p>agreed, Tests on completion shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.</p> <p>In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.</p>
8.2 Delayed Tests	<p>If the Tests on Completion are being unduly delayed by the Employer, Sub-Clause 6.4 [<i>Testing</i>] (fifth paragraph) and/or Sub-Clause 9.3 [<i>Interference with Tests on Completion</i>] shall be applicable.</p> <p>if the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.</p> <p>If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.</p>
8.3 Retesting	<p>If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 6.5[<i>Rejection</i>] shall apply, and the Engineer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.</p>
8.4 Failure to Pass Tests on Completion	<p>If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub Clause 8.3 [<i>Retesting</i>], the Engineer shall be entitled to:</p> <ul style="list-style-type: none"> (a) order further repetition of Tests on Completion under Sub-Clause 8.3; (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in subparagraph (c) of Sub-Clause 10.4 [<i>Failure to Remedy Defects</i>]; or (c) issue a Taking-Over Certificate, if the Employer so requests.

	<p>In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under Sub-Clause 3.4 [<i>Determinations</i>].</p>
9. Employer's Taking Over	
9.1 Taking over of the Works and Sections	<p>Except as stated in Sub-Clause 8.4 [<i>Failure to Pass Tests on Completion</i>], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 7.2 [<i>Time for Completion</i>] and except as allowed in sub-paragraph (a), below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.</p> <p>The Contractor may apply by notice to the Engineer for a Taking-Over Certificate not earlier- than 14 days before the Works will, in the Contractors opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.</p> <p>The Engineer shall, within 28 days after receiving the Contractor's application:</p> <ul style="list-style-type: none"> (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. <p>If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking Over Certificate shall be deemed to have been issued on the last day of that period.</p>

<p>9.2 Taking Over of Parts of the Works</p>	<p>The Engineer may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works.</p> <p>The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:</p> <ul style="list-style-type: none"> (a) the part which is used shall be deemed to have been taken over as from the date on which it is used, (b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and (c) if requested by the Contractor, the Engineer shall issue a Taking-Over Certificate for this part. <p>After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry' date of the relevant Defects Notification Period.</p> <p>If the Contractor incurs Cost as a result of the Employer taking over and/or using a part of the 'Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (i) give notice to the Engineer and (ii) be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.4 [<i>Determinations</i>] to agree or determine this Cost and profit.</p> <p>If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer shall proceed in accordance with Sub-Clause 3.4 [<i>Determinations</i>] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 7.7 [<i>Delay Damages</i>], and shall not affect the maximum amount of these damages.</p>
<p>9.3</p>	<p>If the Contractor is prevented, for more than 14 days, from</p>

Interference with Tests on Completion	<p>carrying out the Tests on Completion by a cause for which the Employer is responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.</p> <p>The Engineer shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer shall require the Tests on Completion to be carried out by giving 14 days notice and in accordance with the relevant provisions of the Contract.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [<i>Extension of Time for Completion</i>], and</p> <p>(b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.4 [<i>Determinations</i>] to agree or determine these matters.</p>
9.4 Surfaces Requiring Reinstatement	<p>Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.</p>
10. Defects Liability	
10.1 Completion of Outstanding Work and Remedying Defects	<p>In order that the works in Contract documents and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period given in the appendix to tender or as soon as practicable thereafter, the Contractor shall:</p> <p>(a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and</p> <p>(b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of the Employer on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).</p> <p>If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.</p>
10.2 Cost of Remedying Defects	<p>All work referred to in sub-paragraph (b) of Sub-Clause 10.1 [<i>Completion of Outstanding Work and Remedying Defects</i>] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:</p> <p>(a) any design for which the Contractor is responsible,</p> <p>(b) Plant, Materials or workmanship not being in accordance</p>

	<p>with the Contract, or</p> <p>(c) Failure by the Contractor to comply with any other obligation.</p> <p>If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer, and Sub-Clause 12.3 [<i>Variation Procedure</i>] shall apply.</p>
10.3 Extension of Defects Notification Period	<p>The Employer shall be entitled an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Notification Period shall not be extended by more than three months.</p> <p>If delivery and/or erection of Plant and/or Materials was suspended under Sub Clause 7.8 [<i>Suspension of Work</i>] or Sub-Clause 15.1 [<i>Contractor's Entitlement to Suspend Work</i>], the Contractors obligations under this Clause shall not apply to any Defects or damage occurring more than two years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.</p>
10.4 Failure to Remedy Defects	<p>If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage Is to be remedied. The Contractor shall be given reasonable notice of this date.</p> <p>If the Contractor fails to remedy the defect or damage by this notified date and this Remedial work was to be executed at the cost of the Contractor under Sub Clause 10.2 [<i>Cost of Remedying Defects</i>], the Employer may (at his option):</p> <p>(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage;</p> <p>(b) require the Engineer to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.4 [<i>Determinations</i>]; or</p> <p>(c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part, which cannot be put to the intended use. Without prejudice to any other rights; under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning</p>

	Plant and Materials to the Contractor.
10.5 Removal of Defective Work	If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.
10.6 Further Tests	<p>If the work of remedying of any defect or damage may affect the performance of the Works, the Engineer may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 days after the defect or damage is remedied.</p> <p>These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 10.2 [<i>Cost of Remedying Defects</i>], for the cost of the remedial work.</p>
10.7 Right of Access	Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Employers reasonable security restrictions.
10.8 Contractor to Search	The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 10.2 [<i>Cost of Remedying Defects</i>], the Cost of the search plus reasonable profit shall be agreed or determined by the Engineer in accordance with Sub-Clause 3.4 [<i>Determinations</i>] and shall be included in the Contract Price.
10.9 Performance Certificate	<p>Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.</p> <p>The Engineer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods after completion of dredging in every section, length of which shall be determined by the Engineer, unless otherwise stated in Special Conditions of Contract (Part-II) or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer.</p> <p>Only the Performance Certificate shall be deemed to constitute acceptance of the Works.</p>

10.10 Unfulfilled Obligations	After the Performance Certificate has been issued, each Party shall remain liable for the fulfillment of any obligation, which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.
10.11 Clearance of Site	<p>Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.</p> <p>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.</p> <p>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.</p>
11. Measurement and Evaluation	
11.1 Works to be Measured	<p>The Works shall be measured, and valued for payment, in accordance with this Clause.</p> <p>Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:</p> <p>(a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and</p> <p>(b) supply any particulars requested by the Engineer.</p> <p>If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.</p> <p>Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.</p> <p>If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them. If the Contractor does not so give notice to the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.</p>
11.2	Except as otherwise stated in the Contract and notwithstanding

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

	<p>Contract Amount;</p> <p>(b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and</p> <p>c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Engineer accordingly, with supporting particulars. Upon receiving this notice, the Engineer shall Proceed In accordance with Sub-Clause 3.4 [<i>Determinations</i>] to agree or determine this cost, which shall be included in the Contract Price.</p>
12. Variations and Adjustments	
12.1 Right to Vary	<p>Variations may be initiated by the Engineer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. In case of instruction, the variation in value of individual component of work shall not be $\pm 20\%$ of corresponding component cost in the contract to a limitation of overall variation of $\pm 10\%$ in the contract cost.</p> <p>Each Variation may include:</p> <ul style="list-style-type: none"> (a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation), (b) changes to the quality and other characteristics of any item of work, (c) changes to the levels, positions and/or dimensions of any part of the Works, (d) omission of any work unless it is to be carried out by others, (e) any additional work, Plant, Materials or services necessary for the Permanent works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or (f) changes to the sequence or timing of the execution of the Works. <p>The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or approves a Variation.</p>
12.2 Value Engineering	<p>The Contractor may, at any time, submit to the Engineer a written proposal which (in the Contractors opinion) will, if adopted, (i) accelerate completion; (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer.</p> <p>The proposal shall be prepared at the cost Of the Contractor and shall include the items listed in Sub-Clause 12.3 [<i>Variation Procedure</i>].</p> <p>If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then</p>

	<p>unless otherwise agreed by both Parties:</p> <p>(a) the Contractor shall design this part,</p> <p>(b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [<i>Contractor's General Obligations</i>] shall apply, and</p> <p>(c) if this change results in a reduction in the contract value of this part, the Engineer shall proceed in accordance with Sub-Clause 3.4 [<i>Determinations</i>] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts:</p> <p>(i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 12.6 [<i>Adjustments for Changes in Legislation</i>], band</p> <p>(ii) the reduction (if any) in the value to the Employer of the varied works taking account of any reductions in quality, anticipated life or operational efficiencies.</p> <p>However, if amount (i) is less than amount (ii), there shall not be a fee.</p>
12.3 Variation Procedure	<p>If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as Soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:</p> <p>(a) a description of the proposed work to be performed and a programme for its execution,</p> <p>(b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 7.3 [<i>Programme</i>] and to the Time for Completion, and</p> <p>(c) the Contractor's proposal for evaluation of the Variation.</p> <p>The Engineer shall, as soon as practicable after receiving such proposal (under Sub Clause 12.2 [<i>Value Engineering</i>] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.</p> <p>Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt.</p> <p>Each Variation shall be evaluated in accordance with Clause 11 [<i>Measurement and Evaluation</i>], unless the Engineer instructs or approves otherwise in accordance with this Clause.</p>
12.4 Payment in Applicable Currencies	<p>All the payments under this contract shall be made in Indian Rupees only.</p>

<p>12.5 Provisional Sums</p>	<p>Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed. For each Provisional Sum, the Engineer may instruct:</p> <ul style="list-style-type: none"> (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 12.3 [<i>Variation Procedure</i>]; and/or (b) Plant, Materials or services to be purchased by the Contractor, and for which there shall be included in the Contract Price: <ul style="list-style-type: none"> (i) the actual amounts paid (or due to be paid) by the Contractor, and (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Appendix to Tender shall be applied. <p>The Contractor shall; when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.</p>
<p>12.6 Adjustments for Changes in Legislation</p>	<p>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.</p> <p>If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to:</p> <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [<i>Extension of Time for Completion</i>], and (b) payment of any such Cost, which shall be included in the Contract Price. <p>After receiving this notice, the Engineer shall proceed in accordance with Sub Clause 3.4 [<i>Determinations</i>] to agree or determine these matters.</p>

13. Contract Price and Payment	
13.1 The Contract Price	<p>(a) the Contract Price shall be agreed and be subject to adjustments in accordance with the Contract;</p> <p>(b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 12.6 [<i>Adjustments for Changes in Legislation</i>];</p> <p>(c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:</p> <p style="padding-left: 40px;">(i) of the Works which the Contractor is required to execute, or</p> <p style="padding-left: 40px;">(ii) for the purposes of Clause 11 [<i>Measurement and Evaluation</i>];</p>
13.2 Advance Payment	<p>The Employer shall make an interest bearing advance for mobilization of equipment, when the Contractor submits a guarantee in accordance with this Sub-Clause. The rate of interest shall be as per the prevailing bank rate of Nationalized Banks published by Reserve Bank of India. The total advance payment, the number and timing of installments (if more than one), and the applicable currencies and proportions shall be as stated In the Appendix to Tender.</p> <p>The Engineer shall Issue an interim Payment Certificate for the first installment after receiving a Statement (under Sub-Clause 13.3 [<i>Application for Interim Payment Certificates</i>], and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [<i>Performance Security</i>] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the Contract at Annexure-IX.</p> <p>The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.</p> <p>The advance payment shall be repaid through percentage deductions in Payment Certificates. The advance shall be recovered in installments from the Payment Certificates as indicated in Appendix to Tender</p>

	<p>If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 14 [<i>Termination by Employer</i>], Clause 15 [<i>Suspension and Termination by Contractor</i>] or Clause 18 [<i>Force Majeure</i>] (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer.</p>
<p>13.3 Application for Interim Payment Certificates</p>	<p>The Contractor shall submit a Statement in four copies to the Engineer after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.20 [<i>Progress Reports</i>].</p> <p>The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:</p> <ul style="list-style-type: none"> (a) the contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including 'variations but excluding items described in sub-paragraphs (b) to (f) below); (b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 12.6 [<i>Adjustments for Changes in Legislation</i>] (c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Appendix to Tender to the total of the above amounts; (d) any amounts to be deducted towards repayments of advances in accordance with Sub-Clause 13.2 [<i>Advance Payment</i>]; (e) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 19 [<i>Claims, Disputes and Arbitration</i>]; and (f) the deduction of amounts certified in all previous Payment Certificates.
<p>13.4 Schedule of Payments</p>	<ul style="list-style-type: none"> (a) the installments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 13.3 [<i>Application for Interim Payment Certificates</i>]; (b) if these installments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less than that on which this schedule of payments was based, then the Engineer may proceed in accordance with Sub-Clause 3.4 [<i>Determinations</i>] to agree or determine revised

	installments, which shall take account of the extent to which progress is less than that on which the installments were previously based.
13.5 Issue of Interim Payment Certificates	<p>No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Engineer shall, within 15 days after receiving a Statement and supporting documents, issue to the Employer an Interim Payment Certificate, which shall state the amount, which the Engineer fairly determines to be due, with supporting particulars.</p> <p>However, prior to issuing the Taking-Over Certificate for the Works, the Engineer shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of interim Payment Certificates (if any) stated in the Appendix to Tender. In this event, the Engineer shall give notice to the Contractor accordingly.</p> <p>An Interim Payment Certificate shall not be withheld for any other reason, although:</p> <ul style="list-style-type: none"> (a) if anything 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 falling to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed. <p>The Engineer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, approval, consent or satisfaction.</p>
13.6 Payment	<p>The Employer shall pay to the Contractor:</p> <ul style="list-style-type: none"> (a) the first installment of the advance payment within 42 days after issuing the Letter of Acceptance or within 21 days' after receiving the documents in accordance with Sub-Clause 4.2 [<i>Performance Security</i>] and Sub-Clause 13.2 [<i>Advance Payment</i>], whichever is later; (b) the amount certified in each Interim Payment Certificate within 30 days after the Engineer receives the Statement and supporting documents; and (c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate. <p>Payment of the amount due in each currency shall be made into</p>

	the bank account, nominated by the Contractor, in the payment country for this currency) specified in the Contract.
13.7 Delayed Payment	<p>If the Contractor does not receive payment in accordance with Sub-Clause 13.6 [Payment], the Contractor- shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 13.6 [Payment], irrespective (in the case of its subparagraph (b)) of the date on which any Interim Payment Certificate is issued.</p> <p>These financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment, and shall be paid in such currency.</p> <p>The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.</p>
13.8 Payment of Retention Money	<p>When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money corresponding to value of the work taken over shall be certified and paid.</p> <p>Promptly after the latest of the expiry dates of the Defects Notification Periods, the Outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be two-fifths (40%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.</p> <p>However, if any work remains to be executed under Clause 10 [Defects Liability], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed.</p> <p>When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 12.6 [Adjustments for Changes in Legislation].</p>
13.9 Statement at Completion	<p>Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer four copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 13.3 [Application for Interim Payment Certificates], showing:</p> <p>(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,</p>

	<p>(b) any further sums which the Contractor considers to be due, and</p> <p>(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.</p> <p>The Engineer shall then certify in accordance with Sub-Clause 13.5 [<i>Issue of Interim Payment Certificates</i>].</p>
13.10 Application for Final Payment Certificate	<p>Within 56 days after receiving the Performance Certificate, the Contractor shall Submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:</p> <p>(a) the value of all work done in accordance with the Contract, and</p> <p>(b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.</p> <p>If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".</p> <p>However if, following discussions between the Engineer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 19.3 [<i>Obtaining Dispute Adjudication Board's Decision</i>] or Sub-Clause 19.2 [<i>Amicable Settlement</i>], the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement.</p>
13.11 Discharge	<p>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.</p>
13.12 Issue of Final Payment Certificate	<p>Within 28 days after receiving the Final Statement and written discharge in accordance with Sub-Clause 13.10 [<i>Application for Final Payment Certificate</i>] and Sub-Clause 13.11 [<i>Discharge</i>], the Engineer shall issue, to the Employer, the Final payment Certificate which shall state:</p>

	<p>(a) the amount which is finally due, and</p> <p>(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.</p> <p>If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 13.10 [<i>Application for Final Payment Certificate</i>] and Sub-Clause 13.11 [<i>Discharge</i>], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.</p>
13.13 Cessation of employer's Liability	<p>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:</p> <p>(a) in the Final Statement and also</p> <p>(b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 13.9 [<i>Statement at Completion</i>].</p> <p>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, deliberates default or reckless misconduct by the Employer.</p>
13.14 Currencies of Payment	<p>The Contract Price shall be paid in the currency or currencies named in the Appendix to Tender.</p> <p>(i) payments and deductions under Sub-Clause 12.5 [<i>Provisional Sums</i>] and Sub-Clause 12.6 [<i>Adjustments for Changes in Legislation</i>] shall be made in the above currencies and</p> <p>(ii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 13.3 [<i>Application for Interim Payment Certificates</i>] shall be made in the above currencies;</p> <p>(a) payment of the damages specified in the Appendix to Tender shall be made in the above currencies;</p> <p>(b) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;</p> <p>(c) if any amount payable by the Contractor to the Employer in</p>

	<p>a particular currency exceeds the sum payable by the Employer. To the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor and</p> <p>(d) for the provisions in (b) above, if no rates of exchange are stated in the Appendix to Tender, they shall be those prevailing on the Base Date and determined by the central bank of the Country.</p>
14. Termination by Employer	
14.1 Notice to Correct	<p>If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.</p>
14.2 Termination by Employer	<p>The Employer shall be entitled to terminate the Contract if the Contractor:</p> <ul style="list-style-type: none"> (a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 14.1 [<i>Notice to Correct</i>], (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: <ul style="list-style-type: none"> (i) to proceed with the Works in accordance with Clause 7 [<i>Commencement, Delays and Suspension</i>], or (ii) to comply with a notice Issued under Sub-Clause 6.5 [Rejection] or Sub Clause 6.6 [<i>Remedial Work</i>], 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, Authorityee 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: <ul style="list-style-type: none"> (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

	<p>to any person in relation to the Contract,</p> <p>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.</p> <p>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.</p> <p>The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.</p> <p>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.</p> <p>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 IDY or on behalf of the Contractor.</p> <p>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.</p>
14.3 Valuation at Date of Termination	<p>As soon as practicable after a notice of termination under Sub-Clause 14.2 [<i>Termination by Employer</i>] has taken effect, the Engineer shall proceed in accordance with Sub-Clause 3.4 [<i>Determinations</i>] 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.</p>
14.4 Payment after Termination	<p>After a notice of termination under Sub-Clause 14.2 [<i>Termination by Employer</i>] has taken effect, the Employer may:</p> <ul style="list-style-type: none"> (a) proceed in accordance with Sub-Clause 2.4 [<i>Employer's Claims</i>], (b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects,

	<p>damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or</p> <p>(c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 14.3 [<i>Valuation at Date of Termination</i>]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.</p>
14.5 Employer's Entitlement to Termination	<p>The Employer shall be entitled to terminate the Contract, at any time for the Employer's Convenience, by giving notice of such termination to the Contractor. The termination shall take effect 14 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor. After this termination, the Contractor shall proceed in accordance with Sub Clause 15.3 [<i>Cessation of Work and Removal of Contractor's Equipment</i>] and shall be paid in accordance with Sub-Clause 18.6 [<i>Optional Termination, Payment and Release</i>].</p>
15. Suspension and Termination by Contractor	
15.1 Contractor's Entitlement to Suspend Work	<p>If the Engineer fails to certify in accordance with Sub-Clause 13.5 [<i>Issue of Interim Payment Certificates</i>] or Sub-Clause 13.6 [<i>Payment</i>], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.</p> <p>The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 13.7 [<i>Delayed Payment</i>] and to termination under Sub-Clause 15.2 [<i>Termination by Contractor</i>].</p> <p>If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice.) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of suspension of work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [<i>Extension of Time for Completion</i>], and</p>

	<p>(b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub Clause 3.4 [<i>Determinations</i>] to agree or determine these matters.</p>
15.2 Termination by Contractor	<p>The Contractor shall be entitled to terminate the Contract if:</p> <ul style="list-style-type: none"> (a) The Engineer fails, within 56 days after receiving a Statement and supporting documents; to issue the relevant Payment Certificate, (b) The Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 13.6 [<i>Payment</i>] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.4 [<i>Employer's Claims</i>]), (c) The Employer substantially fails to perform his obligations under the Contract, (d) The Employer fails to comply with Sub-Clause 1.6 [<i>Contract Agreement</i>] (e) A prolonged suspension affects the whole of the Works as described in Sub Clause 7.11 [<i>Prolonged Suspension</i>], or <p>In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract.</p> <p>The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.</p>
15.3 Cessation of Work and Removal of Contractor's Equipment	<p>After a notice of termination under Sub-Clause 14.5 [<i>Employer's Entitlement to Termination</i>], Sub-Clause 15.2 [<i>Termination by Contractor</i>] or Sub-Clause 18.6 [<i>Optional Termination, Payment and Release</i>] has taken effect, the Contractor shall promptly:</p> <ul style="list-style-type: none"> (a) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works, (b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and (c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.
15.4 Payment on Termination	<p>After a notice of termination under Sub-Clause 15.2 [<i>Termination by Contractor</i>] has taken effect, the Employer shall promptly:</p> <ul style="list-style-type: none"> (a) return the Performance Security to the Contractor, (b) pay the Contractor in accordance with Sub-Clause 18.6

	<p>[<i>Optional Termination, Payment and Release</i>], and</p> <p>(a) pay to the Contractor the amount of any loss of profit or other loss or damage sustained by the Contractor as a result of this termination.</p>
16. Risk and Responsibility	
16.1 Indemnities	<p>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:</p> <p>(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</p> <p>(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:</p> <p>(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</p> <p>(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.</p> <p>The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims; damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness' disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from Insurance cover, as described in sub-paragraphs (c)(i), (ii) and (iii) of Sub-Clause 17.3 [<i>Insurance Against Injury to Persons and Damage to Property</i>].</p>
16.2 Contractor's Care of the Works	<p>The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 9.1 [<i>Taking Over of the Works and Sections</i>]) 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.</p> <p>After responsibility has accordingly passed to the Employer,</p>

	<p>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.</p> <p>If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 16.3 [<i>Employer's Risks</i>], 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.</p> <p>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.</p>
16.3 Employer's Risks	<p>The risks referred to in Sub-Clause 16.3 below are:</p> <ul style="list-style-type: none"> (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country, (c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors, (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (f) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and (g) any operation of the forces of nature which is Unforeseeable or against, which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.
16.4 Consequences of Employer's Risks	<p>If and to the extent that any of the risks listed in Sub-Clause 16.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Engineer and shall rectify this loss or damage to the extent required by the Engineer.</p>

	<p>If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [<i>Extension of Time for Completion</i>], and</p> <p>(b) payment of any such Cost, which shall be, included in the Contract Price in the case of sub-paragraphs (f) and (g) of Sub-Clause 16.3 [<i>Employer's Risks</i>], reasonable profit on the Cost shall also be included.</p> <p>After receiving this further notice, the Engineer shall proceed in accordance with Sub- Clause 3.4 [<i>Determinations</i>] to agree or determine these matters.</p>
<p>16.5 Intellectual and Industrial Property Rights</p>	<p>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.</p> <p>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.</p> <p>The Employer shall Indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:</p> <p>(a) an unavoidable result of the Contractor's compliance with the Contract, or</p> <p>(b) a result of any Works being used by the Employer:</p> <p>(i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or</p> <p>(ii) in conjunction with anything not supplied-by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.</p> <p>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.</p> <p>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</p>

	and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission, which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, Litigation or arbitration upon being requested to do so by such other Party.
16.6 Limitation of Liability	<p>Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than under Sub-Clause 15.4 [<i>Payment on Termination</i>] and Sub-Clause 16.1 [<i>Indemnities</i>].</p> <p>The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [<i>Electricity, Water and Gas</i>], Sub-Clause 16.1 [<i>Indemnities</i>] and Sub-Clause 17.5 shall not exceed Accepted Contract Amount.</p> <p>This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.</p>
17. Insurance	
17.1 General Requirements for Insurances	<p>The Contractor shall be responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.</p> <p>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.</p> <p>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.</p> <p>The Contractor shall, within the respective periods stated In the Appendix to Tender (calculated from the Commencement Date), submit to the Employer:</p> <ul style="list-style-type: none"> (a) evidence that the insurances described in this Clause have been effected, and (b) copies of the policies for the insurances described in Sub-Clause 17.2 [<i>Insurance for Works and Contractor's Equipment</i>] and Sub-Clause 17.3 [<i>Insurance against Injury Persons and Damage to Property</i>].' <p>When each premium is paid, the Contractor shall submit evidence of payment to the Employer.</p> <p>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.</p> <p>The Contractor shall not make any material alteration to the terms of any insurance without the prior approval of the other Employer. If the Contractor makes (or attempts to make) any</p>

		<p>alteration, the same shall be informed to the Employer in advance.</p> <p>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.</p> <p>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 [<i>Employer's Claims</i>] or Sub-Clause 19.1 [<i>Contractor's Claims</i>], as applicable.</p>
17.2	Insurance for works and Contractor's equipment	<p>The Contractor shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 17.1 [<i>General Requirements for Insurances</i>], until the date of issue of the Taking-Over Certificate for the Works.</p> <p>The Contractor shall maintain this insurance to provide cover until the. date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 10 [<i>Defects Liability</i>]).</p> <p>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</p> <p>(a) shall cover all loss and damage from any cause not listed in Sub-Clause 16.3 [<i>Employer's Risks</i>],</p> <p>(b) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), and (g) of Sub</p>

	<p>Clause 16.3 [<i>Employer's Risks</i>], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the Appendix to Tender (if an amount is not so stated, this sub-paragraph (d) shall not apply), and</p> <p>(c) may however exclude loss of, damage to, and reinstatement of:</p> <p>(i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),</p> <p>(ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,</p> <p>(iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and</p> <p>(iv) goods while they are not in the Country,</p> <p>If, more than one year after the Base Date; the cover described in sub-paragraph (b) above ceases to be available at commercially reasonable terms, the Contractor shall give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to Sub-Clause 2.4 [<i>Employer's Claims</i>] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 17.1 [<i>General Requirements for Insurances</i>]</p>
<p>17.3 Insurance against Injury to Persons and Damage to Property</p>	<p>The Contractor shall insure against each Party liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 17.2 [<i>Insurance for Works and Contractor's Equipment</i>] or to any person (except persons insured under Sub-Clause 17.4 [<i>Insurance for Contractor's Personnel</i>]), which may arise out of the Contractor's performance of the Contract and Occurring before the issue of the Performance Certificate.</p> <p>This insurance shall be for a limit per occurrence of not less than the amount stated in the Appendix to Tender, with no limit on the number of occurrences. If an amount is not stated in the Appendix to Tender, this Sub-Clause shall not apply.</p> <p>Unless otherwise stated in the Particular Conditions, the insurances specified in this Sub-Clause:</p>

	<p>(a) shall be effected and maintained by the Contractor as insuring Party,</p> <p>(b) shall be extended to cover liability for all loss and damage to the Employers property (except things Insured under Sub-Clause 17.2) arising out of the contractors performance of the Contract, and</p> <p>(c) may however exclude liability to the extent that it arises from:</p> <p>(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,</p> <p>(ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and</p> <p>(iii) a cause listed in Sub-Clause 16.3 [<i>Employer's Risks</i>], except to the extent that cover is available at commercially reasonable terms.</p>
17.4 Insurance for Contractor's Personnel	<p>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.</p> <p>The Employer and the Engineer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.</p> <p>The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor Shall be responsible for compliance with this Clause.</p>
17.5	<p>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.</p>
18. Force Majeure	
18.1 Definition of Force Majeure	<p>In this Clause, "Force Majeure" means an exceptional event or circumstance:</p> <p>(a) which is beyond a Party's control,</p> <p>(b) which such Party could not reasonably have provided against before entering into the Contract,</p>

	<p>(c) which, having arisen, such Party could not reasonably have avoided or overcome, and</p> <p>(d) which is not substantially attributable to the other Party.</p> <p>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:</p> <p>(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</p> <p>(ii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,</p> <p>(iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Sub-contractors,</p> <p>(iv) armaments of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and</p> <p>(v) natural catastrophes such as earthquake, tsunami, hurricane, typhoon or volcanic activity.</p>
18.2 Notice of Force Majeure	<p>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.</p> <p>The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.</p> <p>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.</p>
18.3 Duty to Minimize Delay	<p>Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure.</p> <p>A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p>
18.4 Consequences of Force Majeure	<p>If the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 18.2 [<i>Notice of Force Majeure</i>], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 19.1 [<i>Contractor's Claims</i>] to:</p>

	<p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 7.4 [<i>Extension of Time for Completion</i>], and</p> <p>(b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (v) of Sub-Clause 18.1 [<i>Definition of Force Majeure</i>] and, in the case of sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost.</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub Clause 3.4 [<i>Determinations</i>] to agree or determine these matters.</p>
18.5 Force Majeure Affecting Subcontractor	<p>If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.</p>
18.6 Optional Termination, Payment and Release	<p>If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 18.2 [<i>Notice of Force Majeure</i>], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 15.3 [<i>Cessation of Work and Removal of Contractor's Equipment</i>].</p> <p>Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:</p> <p>(a) the amounts payable for any work carried out for which a price is stated in the Contract;</p> <p>(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;</p> <p>(c) any other Cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works;</p> <p>(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</p>

	destination at no greater cost); and
18.7 Release from Performance under the Law	<p>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:</p> <p>(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</p> <p>(b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 18.6 [<i>Optional Termination, Payment and Release</i>] if the Contract had been terminated under Sub-Clause 18.6.</p>
19. Claim, disputes and Arbitration	
19.1 Contractor's Claims	<p>If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware; or should have become aware, of the event or circumstance.</p> <p>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.</p> <p>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.</p> <p>The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may; after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.</p> <p>Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes</p>

	<p>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:</p> <ul style="list-style-type: none"> (a) this fully detailed claim shall be considered as interim; (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer. <p>Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.</p> <p>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.</p> <p>The Engineer shall proceed in accordance with Sub-Clause 3.4 [<i>Determinations</i>] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 7.4 [<i>Extension of Time for Completion</i>], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.</p> <p>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.</p>
<p>19.2 Amicable Settlement</p>	<p>In case of any disputes, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.</p>

19.3 Arbitration	Unless settled amicably, disputes shall be settled by arbitration under the provisions of Indian Arbitration and Conciliation Act-1996. The place of arbitration shall be Paradip/ Cuttack/ Bhubaneswar. In case either party is aggrieved, the party can seek legal recourse in the appropriate court having civil jurisdiction over Paradip area.
20. Explosives	Except as may be provided in the specification or approved by the Engineer, the Contractor shall not use explosives. The Contractor shall only permit handling and use of explosives to be carried out by men fully qualified and experienced in the storage, handling and use of the types of explosives to be used. He shall comply with the provisions of Indian Explosives Act. Prior permission of Paradip Port Authority shall be obtained by the contractor before use of explosives. For such permission, contractor shall apply to Paradip Port Authority furnishing details of charges, locations, etc.
21. 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.
22. Drawings	(a) General details of the works are shown on the drawings accompanying this tender document. Any further detailing of the drawings required during the execution of the works will be prepared by the contractor and submitted to the engineer-in charge in three sets for approval.
	b) In the event of the Contractor proposing any alteration/modification to the Engineer's design, detail, method of construction, he shall at his own expenses prepare and submit for approval of the Engineer copies in duplicate (in the first instance) of detailed working drawings which may be required for such alteration/modification and at the same time call the attention of the Engineer to any alternative detail or modification of the Contract drawings which the Contractor may wish to make at least 30 days prior to the commencement of the work or part of the work to which such drawings relate. The contractor shall at the same time, if so required by the Engineer, furnish calculation sheets in duplicate relating to the strength and anticipated deflections in respect of such altered/ modified works. The Engineer will, after any such alteration which he may approve, record on the copies as amended his approval and will return one copy of the drawings and calculation sheets to the contractor, who shall carry out the work in accordance therewith.

	<p>The Contractor shall forward to the Engineer three additional copies of the working drawings and calculation sheets as approved, in addition to these working drawings and calculation sheets as approved. In addition to these working drawings are also to be submitted (the same procedure as in the case of the Contractor) in respect of any work proposed to be executed by sub-contractors. The approval of the Engineer of all or any of the calculation sheets, drawings shall not relieve the Contractor of responsibility in connection with the execution of the altered/modified or sub-contractor's works.</p>
	<p>c) The complete sets of tracing on linen or tracing film of all drawings showing every and all works 'As Made' under the contract shall be made by the Contractor at his own expense and delivered to the Engineer within one month of the completion of the various sections of the work or at such times as directed by the Engineer. All departure alteration,/ modifications from the Contract Drawings and supplementary working drawings issued by the Engineer also shall be incorporated in the "As Made" drawings. The drawings shall be fully dimensioned, of an approved size and with the standard litho black or as approved by the Engineer.</p>
	<p>d) Bar bending schedules will be prepared by the Contractor and shall be submitted. Engineer will check and return one copy for the contractor's use, with amendments noted, if any. The cost of preparing schedule will be deemed to be included in the rates for reinforcement in the Bill of Quantities. Any approval given by the Engineer shall in no case relieve the Contractor from being responsible for the accuracy and correctness of the bar bending schedule.</p>
23. Filling in Holes and Trenches	
Filling in Holes and Trenches	<p>The Contractor immediately upon completion of any work under the contract shall at his own expenses fill up all holes or trenches which have been made or dug, level or remove mounds of earth that may have been made and clear away all rubbish occasioned in the execution of the works or temporary works. The contractor shall bear and pay all costs, charges, damages and expenses which may be incurred or sustained on account or in consequence of any accident which may happen by reason of holes and trenches connected with the work being left unfenced or materials being left or placed in improper situations.</p>
24. Contract Supersedes Previous Documents	
Contract Supersedes Previous Documents	<p>The Contractor shall have no right to any increase in the rates in the Bill of Quantities nor any other right whatsoever by reason of any representative explanation or statement or alleged representative explanation or statement made or by reason of any information promise or guarantee given or alleged to have been given to him by any person (whether in the employment of the Employer or not) before the date of the contract embodies the whole arrangements between the</p>

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

2. SPECIAL CONDITIONS OF CONTRACT
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SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

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

2. THE WORK

Scope of Work

The scope of work is defined in the Technical Specifications. The contractor shall provide all necessary materials equipment and labour etc. for the execution and maintenance of the work till completion. All materials that go with the work shall be approved by the Engineer prior to use.

Nature of Work

The works under the contract comprise the dredging of sand, clay, gravel, boulders and other materials in the existing jetty and dispose off the dredged material into the designated locations.

Duties of the Engineer's Representative

The Engineer's Representative is a person appointed by the Engineer. He shall carryout such duties and exercise such authority which may be delegated to him by the Engineer.

Engineer's Authority to Delegate

The Engineer may from time to time delegate to the Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing. Any communication given by the Engineer's

Representative to the Contractor in accordance with such delegation shall have the same effect provided that:

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

Deployment of Staff by the Engineer

The Engineer shall deploy or appoint any number of persons for carrying out duties. Such persons shall have the authority to carry out their duties, acceptance of materials, verifications of drawings, checking the surveys, quantities of dredging, checking the locations of disposals of dredged material, plant or workmanship in accordance with the Contract and any instructions given by any of them to the Contractor for those purposes shall be deemed to have been given by the Engineer's Representative on behalf of the Engineer of Paradip Port Authority.

3. THE SITE

General Site information.

The Chart Datum of Paradip port is 1.66 m below local mean sea level (MSL). All soundings in drawings are referred to Chart Datum Paradip port. Table 3.2.4 of Part.II gives the tide levels of Paradip Port.

The intending bidders are expected to visit the site and satisfy themselves on the actual site conditions, meteorological and oceanographic data, soil / subsoil strata to be dredged and the areas identified for disposal of dredged material, before tendering. Any information regarding surface and subsurface strata, climatologic and oceanographic data given in the tender documents are provided as a general guidance for the Contractor and no warranty is given for the correctness of the same.

Access to site:

The work site is approachable by road from Cuttack Railway Station and is at a distance of about 90 km. Cuttack is on Howrah - Chennai Railway route. The site is also accessible by sea from Kolkata, Visakhapatnam or any other Port.

4. SURVEYS AND LEVELS TO BE AGREED

- 4.1 Before the commencement of works or of any part thereof on land, the Contractor's agent, the Engineer's representative shall together survey and take pre-work levels of the site of works both above and below Chart Datum level and agree on all particulars on which the measurements of the works are to be based.
- 4.2 Failing such surveys and agreements being prepared and / or signed by the contractor, the survey of the Engineer shall be final and binding on the Contractor.
- 4.3 The contractor shall be entirely responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall

rectify any errors or imperfection therein. Such rectification shall be carried out by the contractor, at his own cost.

5. SETTING OUT THE WORKS

The Engineer shall furnish the control pillars with coordinates and bench Mark with reference to the project. It shall be Contractor's responsibility to set out the necessary grid points on land and to set out alignment on basis of the same. The contractor shall have in his team efficient survey personnel for this purpose and the accuracy of such setting out works shall be contractor's sole responsibility.

Before beginning the work the Contractor shall work out the control points on ground which is pre requisite for carrying out land surveys, accurately, with suitable markers as approved by the Engineer. All these points and markings shall be checked and approved by the Engineer or Engineer's Representative before starting the work.

The contractor shall also provide necessary equipment, labour and other facilities for proper checking of triangulation / bench mark stations and inspection of the points during the survey and dredging operations at no cost to the Employer.

The contractor shall give the Engineer not less than 24 hours notice in writing of his intention to set out or give levels for any part of the works so that arrangements may be made for checking the work.

Work shall be suspended for such times as necessary for checking lines and levels on any part of the works.

The Contractor shall at his own expense provide all assistance which the Engineer may require for checking the setting out.

Hydrographic surveys (pre, post & intermediate surveys) will be carried out by PPA's survey launch with multi-beam echo-sounder.

6. ORDER OF WORKS

The order in which the works are to be carried out shall be to the approval of the Engineer and shall be such as to suit the detailed method of construction, adopted by the contractor as well as the Bar Chart schedule. The works shall be carried out in such a manner so as to enable the other contractors to work concurrently so that the entire project may be brought into use immediately after the completion of works.

7. 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 order book will be maintained by the Contractor on 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.

8. **GENERAL CONDITIONS OF CONSTRUCTION AND ERECTION WORK**

The working time at present is 48 hours per week. Over time work is permitted in case of need and the Employer will not compensate the same. Shift working at 2 or 3 shift per day may become necessary and the Contractor should take this aspect into consideration for formulating the rates for quotation. No extra claims will be entertained by the Employer on this account.

The charges for departmental supervision during such overtime worker 2 or 3 shift work of Sunday and holidays will be borne by the Employer.

The contractor must arrange for the placement of workers in such a way that the delayed completion of the works of any part thereof for any reason whatsoever will not affect their proper employment. The Employer will not entertain any claim for idle time payment whatsoever.

The Contractor shall submit the report to the Engineer at regular intervals regarding the status and progress of work. The details and proforma of the report will mutually be agreed after the award of Contract.

9. **WORK IN MONSOON**

The execution of the work entails working in the monsoon also. The Contractor must maintain sufficient labour force as may be required for the work and plant and execute the construction and erection according to the prescribed schedule. No special rate will be considered for such work in monsoon.

10. **CONTRACTOR'S WORKING AREA**

The Contractor shall be allowed working area as indicated on drawing attached.

11. **TEMPORARY WORKS, OFFICE, JETTY, ETC.**

The Contractor shall submit to the Engineer for his approval, drawings and proposals for any temporary works such as storage yard, office, store, false work and temporary platforms, pre-casting yard, workshop, etc. which he intend to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Engineer.

The Contractor shall obtain permission for any temporary work and would ensure that during execution of works the statutory requirements of the concerned authorities such as Paradip Port Authority, Police, etc. would be complied with.

Materials for permanent works shall not be used for temporary works unless otherwise approved in writing by the Engineer.

Not less than one month before the date when the Contractor intends to start erecting any part of the temporary works and staging required for carrying out the works he shall furnish to the Engineer complete drawings of that part of the temporary works and staging. The Contractor shall at the same time, if

so required by the Engineer furnish calculations in respect of such temporary works. The Contractor shall also furnish to the Engineer drawings showing the method proposed for the erection of the various parts of the work.

The furnishing to the Engineer any design for any temporary works and staging shall not relieve the Contractor of any liability or obligation under the contract in respect of such temporary works and staging. All temporary works shall remain the property of the Contractor.

12. 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 construction, completion and maintenance 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 vicinity.

The Contractor's attention is drawn to the fact that other contractors employed by the Employer may be working in the vicinity.

The Contractor shall where so directed by the Engineer be required to work to other contractor's drawings wheresoever drawings for work not included in this Contract are related to particular details of the works.

The Contractor shall from time to time as the Engineer may direct, provide attendance on the other contractors and carry out minor works in connection with such contracts. The cost of provision of such attendance and work as may be so required will be charged to the appropriate provisional sum in the Bill of Quantities.

13. PORT AUTHORITY RULES

The Contractor shall observe the conservancy rules relating to the Harbour and shall always take such necessary additional steps to keep the harbour waters free of noxious or unhygienic matters coming from his works as are required by the Employer. Under no circumstances shall inflammable 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 Authority in force or as issued from time to time.

14. 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.

15. **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 authorized in writing by the Engineer or other competent authority to do so.

16. **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.

17. **SECURITY AND SAFETY**

The Contractor shall comply with all regulations imposed by the Customs and Paradip port Security Authorities in respect of the passage of Plant, 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 or 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 Port for all personnel labourers and vehicle. No claim whatsoever on this account will be entertained.

18. **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.

19. **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.

20. **COMPLETION DOCUMENTS**

For the purpose of provision of Clause 13 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) The set of as built construction drawings showing therein the modifications and corrections made during the course of execution signed by the Engineer.
- iii) Certificates of final levels as set out for various works.
- iv) Certificates of tests performed for various works, if any.
- v) List of surplus materials returned to stores, if any.

21. **WATER AND POWER SUPPLY**

Water Supply

The Employer will supply the contractor with reasonable quantity of fresh water at one Point at the site of the contractor's working areas at rates in force during the contract period.

Electricity Supply

The Employer will supply the contractor with electricity at the site of the contractor's working area at one point. The Contractor will be required to pay for the electricity he used at rates in force during the contract period.

22. **DISPUTE IN MODE OF MEASUREMENT**

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

23. **INCOME TAX**

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

24. **ESCALATION DUE TO RISE IN COST OF DIESEL**

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

$$V = \frac{(P - P_o) \times R \times Q}{P_o}$$

- V = Variation in price on account of diesel during the month under consideration
- P_o = Price of diesel in the concerned area i.e. Paradip, on the date of opening of the Technical Bid.
- P = Price of diesel for the month under consideration
- Q = Diesel element factor in the unit rate which should be 0.28
- R = Value of the work during the month under consideration as per relevant item of Bill of Quantities

(No escalation on any other account will be payable by the Employer and the rate should be quoted accordingly)

APPENDIX TO TENDER (1 of 2)

Item	Sub- Clause	Data
Employer's Name and Address	1.1.2.2	Chief Engineer Paradip Port Authority Paradip, Orissa
Contractor's Name and Address	1.1.2.3	
Engineer's Name and Address	1.1.2.4	(To be indicated after award of work)
Time for Completion of the Work	7.2	06(six) Calendar months
Defects Notification Period	10.1	30 days
Electronic Transmission Systems	1.3	E-mail
Legal Jurisdiction	1.4	Kujang Court, Dist:- Jagatsinghpur
Ruling Language	1.4	English
Language for Communication	1.4	English
Time for Access to the Site	2.1	7 days from the date of issue of work order subject to submission of performance guarantee
Amount of Performance Security	4.2	10% of the Accepted Contract amount in Rupees in shape of Electronic Bank Guarantee (e-BG) on any Nationalized Bank acceptable to PPA.
Normal Working Hours	5.5	24 Hrs.
Delay Damages for the Works	7.7	0.5% of the Accepted Contract Price per week or there of in Rupees

Signature of Bidder

APPENDIX TO TENDER (2 of 2)

Item	Sub- Clause	Data
Maximum Amount of Delay Damages	7.7	10% of the Accepted Contract price
Total Advance payment	13.2	10% of the Accepted Contract Amount
Number and Timing of the Installments	13.2	Four successive installments and commencing from 1 st R/A Bill
Percentage of Retention	13.8	5% of value of each payment certificate
Limit of Retention money	13.8	5% of the Accepted Contract Amount
Minimum amount of Interim Payment Certificate	13.5	5% of the Accepted Contract Amount
Currency of payment	13.14	Indian Rupees
Periods for submission of Insurance:		
a) evidence of insurance	17.1	60 days
b) relevant policies	17.1	60 days

Signature of Bidder

PROFORMA LETTER OF AUTHORITY

To

The Chief Engineer,
Paradip Port Authority,
Paradip.

Dear Sir,

We----- do hereby
confirm that M/s.....(Name and Address) is/are authorized to represent us to
bid, negotiate and conclude the agreement on our behalf with you against TCN No----

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

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

Annexure-VIII

Sl. No.	Particulars	Beneficiary Details
01	PAN	AALP0055A
02	Name	Paradip Port Authority
03	Date of Incorporation/Birth	01.06.1965
04	e-Mail ID	facao@paradipport.gov.in
05	Contract No.	9937979753
06	Legal Constitution	Local Authority
07	Registered Office Address	Paradip, Dist: Jagatsinghpur, Odisha.
08	Registered Office Address Pin Code	754 142
09	Communication Address	Paradip, Dist: Jagatsinghpur, Odisha.
10	Communication Address Pin Code	754 142
11	Business Unit Code	
12	Contract Reference No.	
13	Vendor Code	
14	ePortal ID (GeM ID)	

ELECTRONIC BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

Paradip Port Authority.
IFSC : ICIC0000776,
Branch: Paradip.

Ref : Name of the Work : _____

T.C.N No. _____ date: _____

WHEREAS

(herein after called "the Bidder") has/have submitted his/their bid dated _____ for _____ (herein after called "the Bid").

KNOWN ALL MEN by these presents that we _____ of _____ having our registered office at _____ (hereinafter called "the Bank") are bound onto Paradip Port Authority (hereinafter called Paradip Port Authority) in the sum of Rs. _____ (Rupees

_____) only, for which payment will and truly to be made to the said purchaser, the Bank binds itself, its successors and assigns, by these presents. Sealed with the Common Seal of the Bank this _____ day of _____ 20____.

THE CONDITIONS under which the e-BG shall be forfeited are as under :

1. If the documents submitted by a bidder proves to be fake at any point of time during execution of work.
2. If the Bidder adopts corrupt or fraudulent practices and try to influence the Department during tender processing.
3. In case of a successful Bidder, if the Bidder fails to Sign the Agreement or to deposit the ISD within the specified time limit.

We undertake to pay to Paradip Port Authority the above amount, according to and upon receipt of their first written demand, without Paradip Port Authority having to substantiate their demand, provided that in their demand Paradip Port Authority will note that the amount claimed by them is due to them owing to the occurrence of any one or all of the above stated conditions, specifying the occurred condition or conditions.

This Electronic Bank Guarantee shall be payable on submission of a request letter for revocation at _____ Branch with Code No. _____ at Paradip in case there is a Branch at Paradip and in case there is no Branch at Paradip, then at a Branch nearest to Paradip strictly following the guidelines issued by RBI from time to time. (The detailed Postal Address of the Branch of the Bank where the e-BG can be encashed is to be mentioned).

THIS GUARANTEE will remain in force upto and including Dt. _____ and any demand in respect thereof should reach the Bank not later than such date.

The above reference (TCN No.) must be used for all correspondences on this Electronic Bank Guarantee (e-BG).

(Name of the Bank)

By _____

Title

Authorised Representative

(Signature of Witness)
Name & Address of witness:

DETAILED INFORMATION ABOUT ELECTRONIC BANK GUARANTEE

- a) The Electronic Bank Guarantee (e-BG) must be issued by a scheduled Bank. If the issuing Bank has a branch at Paradip, then it has to ensure that the e-BG can be encashed at Paradip only. In case the issuing Bank does not have a Branch at Paradip, it has to ensure that the e-BG can be encashed at the nearest possible branch of the bank to Paradip. The issuing Branch of the bank must ensure that the e-BG is encashed immediately on invocation without any delay and demur. In encashing the e-BG the bank must strictly adhere to the RBI Guidelines issued from time to time. The issuing Branch of the bank must clearly mention the complete address of the Branch where the e-BG can be encashed when required.
- b) The original e-BG should be sent by the issuing Branch of the bank to the beneficiary directly under Registered Post/Speed Post/Courier cover with Acknowledgement. In exceptional cases only, where the e-BG is handed over to the customer for any genuine reasons, the issuing Branch of the bank should immediately send an unstamped duplicate copy of the e-BG by Registered Post/Speed Post/Courier to the beneficiary with a covering letter requesting the beneficiary to compare the original e-BG received from the customer and conform that it is in order.
- c) One officer should be specially designated by respective department with the responsibility for verification timely renewal and timely encashment of e-B.Gs.
- d) In this regard, the revised e-BG format is enclosed and the same is to be made as a part of the Tender Document being issued henceforth. Also, in the case of tenders already floated where the leftover time for submission of offer is 7 days or more, necessary corrigendum may be issued to incorporate the new e-BG format. In all other cases the existing practice is to be followed.

Further, if any deviation in the e-BG submitted by the participant is noticed when compared to the format made available in the tender, the offer is not to be considered.

ELECTRONIC BANK GUARANTEE FOR ADVANCE PAYMENT

To

Paradip Port Authority.
IFSC : ICIC0000776,
Branch: Paradip.

Ref : Name of the Work : _____

T.C.N No. _____ date: _____

WHEREAS _____ (herein after called "the Bidder") has/have submitted his/their bid dated _____ for _____ (herein after called "the Bid").

KNOWN ALL MEN by these presents that we _____ of _____ having our registered office at _____ (hereinafter called "the Bank") are bound onto Paradip Port Authority (hereinafter called Paradip Port Authority) in the sum of Rs. _____ (Rupees _____) only, for which payment will and truly to be made to the said purchaser, the Bank binds itself, its successors and assigns, by these presents. Sealed with the Common Seal of the Bank this _____ day of _____ 20_____.

THE CONDITIONS under which the e-BG shall be forfeited are as under :

1. If the documents submitted by a bidder proves to be fake at any point of time during execution of work.
2. If the Bidder adopts corrupt or fraudulent practices and try to influence the Department during tender processing.
3. In case of a successful Bidder, if the Bidder fails to Sign the Agreement or to deposit the ISD within the specified time limit.

We undertake to pay to Paradip Port Authority the above amount, according to and upon receipt of their first written demand, without Paradip Port Authority having to substantiate their demand, provided that in their demand Paradip Port Authority will note that the amount claimed by them is due to them owing to the occurrence of any one or all of the above stated conditions, specifying the occurred condition or conditions.

This Electronic Bank Guarantee shall be payable on submission of a request letter for revocation at _____ Branch with Code No. _____ at Paradip in case there is a Branch at Paradip and in case there is no Branch at Paradip, then at a Branch nearest to Paradip strictly following the guidelines issued by RBI from time to time. (The detailed Postal Address of the Branch of the Bank where the e-BG can be encashed is to be mentioned).

THIS GUARANTEE will remain in force upto and including Dt. _____ and any demand in respect thereof should reach the Bank not later than such date.

The above reference (TCN No.) must be used for all correspondences on this Electronic Bank Guarantee (e-BG).

(Name of the Bank)

By _____

Title

Authorised Representative

(Signature of Witness)

Name & Address of witness:

3. TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

1.0 PROJECT AND SITE INFORMATION

1.1 Location

The location of the Works is at the Port of Paradip in the State of Orissa, India. The Paradip Port is located at Latitude 20° 15' 55.44" N and Longitude 86° 40' 34. 62" E, Paradip Port is the sole major port in the state of Orissa. Situated at a distance of 210 nautical miles from Kolkata and 260 nautical miles from Visakhapatnam – the other two major ports in the eastern region of the country – it is strategically located in the Bay of Bengal in close proximity with China, Japan, Myanmar and the rest of the Southeast Asian region. As a result, it serves as an important outlet and inlet for sea-borne trade of India.

Paradip Port has an artificial lagoon type harbour protected by two rubble mound Breakwaters and is approached through a dredged channel. The present approach channel is 2020 meters long and 190 meters wide, while the entrance channel is 500 meters long and 160 meters wide. The port has one turning basin of 520 meters diameter. All ships entering the port have to be compulsorily piloted.

The port was opened to traffic for Iron ore on March 12, 1966. However, over the years, the Paradip Port Authority (PPA) has expanded the port infrastructure and developed specialized facilities for handling other dry and liquid bulk cargoes like Thermal Coal, Coking Coal, POL Products and Fertilizer Raw Materials. The vast variety of cargo now handled at the port testifies to PPA's progressive outlook and the invaluable service rendered to the port users and the country's economy.

The port, at present, has a total of 14 berths including 2 mechanized coal berths for handling Thermal Coal, 1 mechanized berth for handling Iron Ore, 1 specialized berths for handling POL Products and other liquids and 2 dedicated berths for handling Fertilizer Raw Materials (FRM) for the two port-based phosphate fertilizer plants, besides 8 general cargo berths. The layout of the port is shown in Drawing. The general cargo berths are multipurpose in nature and are utilized for loading Chrome Ore, Manganese Ore, Charge Chrome, Ferro-Chrome, Ferro-Manganese, Steel Coils, etc. and unloading Coking Coal, Hard Coke, Lime Stone, Food grains, DBM, Steel Billets, Scrap, Containers and other General Goods.

2.0 PROJECT BACKGROUND

Paradip Port Authority proposes to augment its port infrastructure to handle the future projected traffic and in pursuance to this proposes to achieve a dredge depth of (-)19.8 mtrs. in front of the existing North Oil Jetty to handle vessels up to 1,25,000DWT.

3.0 SITE INFORMATION

The soil data is furnished here is to provide sufficient data for the contractor to guide a general appreciation of the material required to be dredged. Employer does not vouch for the accuracy of this information and contractor shall be responsible for his interpretation and assessment of the information, contained in the above report.

The dredging site may have some embedded obstructions like parts of plants/ tree roots/ stone boulder/ concrete/ steel structures which need to be removed by the contractor as indicated in the Bill of Quantity (BOQ).

3.1 Meteorological Data

Meteorological data, such as record of wind, cyclonic storms, depressions, rainfall, temperature, relative humidity, visibility etc. are recorded regularly at the observatory at Paradip and at the regional meteorological centre at Bhubaneswar.

3.1.1 Wind

The wind direction and their speed can be divided into three main periods, i.e. winter months (January to February), southwest monsoon months (March to September) and north east monsoon months (October to December). The monthly variations of wind as experienced are detailed in Table 3.1.1 below:

Table 3.1.1

Months	Wind Description
January and February	In the morning hours the predominant approach directions of wind are between north and north east and 75% of the time wind blows from these directions. In the evening hours, wind approach direction changes and it blows between east and southwest direction. The wind speed during any time normally does not exceed Beau fort scale (20 to 29 km/hr.)
March	The predominant approach direction of wind in the morning hours is between south and south west and for 83% of the time the speed is within the Beau fort scale 3 (12 to 19 km/hr.) and speed from any direction does not exceed normally Beau fort scale 4, whereas in the evening hours the wind blows mainly from southwest and for 30% of the time it is in the Beau fort scale 4 and sometime reaches higher velocities.
April and May	The wind speed both in the morning and evening reaches Beau fort scale 6 (40 to 50 km/hr.), though most of the time the wind speed is within Beau fort scale 4. The predominant direction of approach is between south and south west.
June and July	The approach direction of wind during this period is in the morning and in the evening hours mainly varies between south and west. The speed most of the time remains below Beau fort scale 5 (30 to 39 km/hr.) but sometimes reaches higher velocities in the evening hours.
August and September	The approach direction of wind during this period is between south and north west. About 17% of the time, the wind speed remains above Beau fort scale 4. Sometimes it reaches Beau fort scale 6 and above.
October, November and December	During north east monsoon period the approach direction of wind in the morning hours remains between north east and north west. The wind speed however does not exceed the Beau fort scale 5. In the evening hours the direction of wind is mainly from southeast and north east and normally remains within Beau fort scale 5.

3.1.2 Cyclonic Storms and Depressions

The Indian Meteorological Department have installed several stations along the east coast of India with cyclone warning radar facilities. Advance information on occurrence of storms and depressions is made available to the Port authorities. Such radar facilities exist at the Meteorological Station at Kolkata, Paradip, Visakhapatnam, Machilipatnam, Chennai and Karaikal along east coast.

A total number of 188 storm conditions including depressions were found to be of significance to the Paradip coast in the past 100 years (1900 to 1999). As per the analysis carried out by storm conditions of Paradip by Central Water and Power Research Station, Pune (CWPRS) for the period 1955 to 1999 the following categories of various storms were significant to Paradip coast.

Table 3.1.2 A

Category of Storm / Cyclone	Number of storms significant to Paradip coast	Wind speed
Depressions	53	< 62 km / hour
Storms	34	Between 62 and 87 km / hr
Severe Storms	21	Between 87 and 117 km / hr
Very severe storms	4	Between 117 and 200 km / hr
Super cyclonic storms	1	> 200 km / hr

The Paradip coast is prone to cyclones during the months of May, October and November. During the cyclone period the wind speeds exceed 150 km per hour. Cyclones of 1971 and 1981 and super cyclone of 1999 caused enormous damage to the life and property with wind speeds of 185 kmph, 167 kmph and 259 kmph respectively. The sea conditions are rough during the cyclone periods and during peak south west monsoon season. The frequency of occurrence of depressions and storms in Paradip area are presented below:

Table 3.1.2 B

Month	Depressions	Storms	Severe storms	Total
January				
February				
March				
April	1	2	3	6
May	8	8	17	33
June	55	16	5	81
July	94	23	8	125
August	120	18	3	141
September	110	18	16	144
October	44	25	22	91
November	7	20	16	43
December	4	3	10	17
Total	443	133	100	681

3.1.3 Sea Level Atmospheric Pressure

The sea level atmospheric pressure at Paradip Port during a calendar year varies generally between 1000mb -1016mb and 997.5mb to 1013 mb during morning and evening hours respectively. The pressure generally is observed to be on lower range during June to August and on higher range during December to January. These shall however; construe to be only indicative figures based on past observations and shall be only for reference.

3.1.4 Air Temperature

The temperatures at Paradip Port have been observed to be varying between 12°C and 36°C through a calendar year. The temperatures on higher range are observed during May to July and on lower range are observed during December to January. These shall however; construe to be only indicative figures based on past observations and shall be only for reference. Table below 3.1.4 shows the monthly mean maximum and minimum temperature at Paradip.

Table 3.1.4

Month	Mean Maximum Temperature (°C)	Mean Minimum Temperature (°C)
January	29.52	13.30
February	30.44	15.54
March	31.38	19.12
April	33.94	20.96
May	35.82	22.54
June	34.52	22.44
July	35.96	22.50
August	33.20	21.26
September	34.14	24.88

October	33.94	22.00
November	33.42	17.66
December	28.68	13.62

3.1.5 Relative Humidity

The relative humidity is moderate to high throughout the year with the mornings being more humid than the afternoons. The mean relative humidity has been observed to be varying between 70-86 % through the calendar year. Higher range humidity is observed during July to August. December to January are observed to have lower range humidity. With the onset of the southwest monsoon, a marked increase in the relative humidity occurs in the months of June to October. These shall however; construe to be only indicative figures based on past observations and shall be only for reference.

3.1.6 Rainfall

The average annual rainfall at Paradip is 1426.98 mm per year, which is distributed among three main sub period of winter (January and February) 48.62 mm during the south west monsoon months (March to September) 1209.04 mm and during the north east monsoon months (October to December) 169.32 mm. The variation of average rainfall is indicated in Table 3.1.6 below:

Table 3.1.5

Month	Range of average Rainfall (mm)	Maximum Rainfall (mm)	Minimum Rainfall (mm)
January	10 to 12	27.7	0.0
February	36 to 40	76.7	6.1
March	48 to 50	177.4	15.0
April	38 to 42	67.2	16.0
May	42 to 44	139.9	4.2
June	235 to 245	451.6	81.6
July	268 to 276	577.9	135.3
August	308 to 316	362.4	235.8
September	245 to 255	331.4	15.3
October	116 to 120	331.4	15.3
November	12 to 14	41.1	0.0
December	36 to 40	134.2	0.0

3.1.7 Visibility

The visibility during the working hours generally is observed to more than a km throughout the year and do not pose any problem for navigation.

3.2 Oceanographic Information

3.2.1 Waves

The sources of wave's data in general as follows:

- Visually observed data
- Recorded by the Instrument / Equipment (Wave Ride Buoy)
- Estimated by Wave hind cast

3.2.2 Deep-water Waves

Percentage occurrence of wave height and direction off Paradip (Deep water waves) is given in the following table 3.2.2 A

Table 3.2.2 A

Direction	Wave height (m)										Total (%)
	0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	
22.5°NNE	1.2 0	1.3 1	0.9 1	0.6 1	0.1 6	0.1 8	0.0 0	0.0 3	0.0 0	Cal m 0.0 0	4.32 4.40
45° NE	1.7 3	3.7 2	1.2 7	0.7 3	0.3 7	0.1 4	0.1 3	0.0 5	0.0 1	0.0 0	8.13
67.5° ENE	1.0 1	1.6 8	1.2 9	0.4 6	0.6 0	0.2 2	0.0 0	0.0 1	0.0 7	0.0 0	5.35
90° E	1.1 0	0.9 4	0.5 5	0.3 3	0.1 8	0.0 4	0.0 0	0.0 5	0.1 1	0.0 0	3.30
112.5°ESE	0.9 7	0.6 6	0.5 7	0.2 6	0.0 6	0.0 5	0.0 0	0.0 2	0.0 2	0.0 0	2.61
135° SE	0.6 7	0.3 7	0.4 3	0.1 8	0.2 3	0.2 1	0.1 1	0.1 0	0.0 0	0.0 0	2.29
157.5° SSE	1.8 4	0.9 1	0.9 0	0.7 5	0.1 6	0.3 3	0.0 9	0.0 4	0.0 4	0.0 0	5.05
180° S	1.6 0	3.0 0	2.6 2	2.2 3	0.9 1	0.7 1	0.2 7	0.1 5	0.0 7	0.0 0	11.5 8
202.5° SSW	1.5 6	3.1 1	3.4 0	2.7 7	1.6 1	1.7 7	0.6 2	0.5 5	0.2 7	0.0 0	15.7 5
225° SW	2.7 3	4.7 7	3.3 3	2.7 6	2.0 8	1.3 0	0.9 7	0.7 4	0.3 7	0.9 0	19.1 4
247.5° WSW	0.7 1	1.7 8	1.7 7	1.3 7	1.2 4	0.4 9	0.3 7	0.2 1	0.0 4	0.1 0	8.06
270° W	0.5 7	0.8 0	0.6 1	0.3 2	0.2 2	0.4 5	0.2 0	0.1 7	0.0 0	0.0 6	3.34
292.5° WNW	0.3 6	0.6 5	0.0 5	0.0 3	0.0 8	0.0 4	0.0 5	0.1 0	0.0 3	0.0 0	1.40
315° NW	0.2 7	0.2 9	0.0 5	0.1 4	0.0 8	0.0 0	0.0 4	0.0 2	0.0 5	0.0 0	0.93
337.5° NNW	0.5 0	0.3 5	0.1 5	0.0 0	0.0 5	0.0 7	0.0 8	0.0 9	0.0 3	0.0 0	1.34
360° N	0.8 5	1.1 8	0.6 0	0.1 2	0.1 5	0.0 4	0.0 0	0.0 0	0.0 8	0.0 0	3.01
TOTAL	17.68	25.52	18.51	13.06	8.17	6.04	2.93	2.32	1.20	0.25	100.00

The monthly predominant wave characteristics Paradip coast is presented below:

Table 3.2.2 B

Monthly Deep-water Wave Characteristics off Paradip Port

Month	Wave Period (Sec)	Wave Height (m)	Direction ° N
January	5	0.5 to 1.0	30 to 70

February	5	0.5 to 1.0	40 to 80
March	5 to 8	0.5 to 1.5	150 to 330
April	5 to 6	0.5 to 1.5	170 to 280
May	5 to 8	1.0 to 2.5	190 to 230
June	5 to 8	1.5 to 2.5	200 to 230
July	5 to 8	1.5 to 3.0	210 to 240
August	7 to 9	2.0 to 3.5	200 to 240
September	5 to 7	1.0 to 2.5	170 to 240
October	5 to 6	1.5 to 2.0	170 to 200
November	5 to 7	1.0 to 2.0	40 to 70
December	5	1.0 to 2.0	30 to 50

3.2.3 Shallow Water Waves

The percentage occurrence of wave height and direction off Paradip port at 20 m depth are given below:

Table 3.2.3 A

Percentage Occurrence												
Direction with respect to North		Wave Height (m)										Total
		0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	
67.5	ENE	6.46	1.83	0.42	0.03	0.00	0.00	0.00	0.00	0.00	0.00	8.74
90	E	2.74	5.40	3.29	0.83	0.87	0.27	0.02	0.07	0.00	0.00	13.49
112.5	ESE	2.07	1.60	1.12	0.59	0.24	0.09	0.00	0.07	0.13	0.00	5.91
135	SE	0.67	0.37	0.43	0.18	0.23	0.21	0.11	0.10	0.00	0.00	2.30
157.5	SSE	1.84	0.91	0.90	0.75	0.16	0.33	0.09	0.04	0.04	0.00	5.06
180	S	3.16	6.11	6.02	5.00	2.52	2.48	0.89	0.70	0.34	0.09	27.31
202.5	SSW	3.44	6.51	6.47	4.00	4.24	1.18	0.84	0.37	0.10	0.00	27.15
225	SW	2.57	1.56	0.72	0.65	0.17	0.00	0.00	0.00	0.00	0.00	5.67
Total		22.95	24.29	19.37	12.03	8.43	4.56	1.95	1.35	0.61	0.09	100

The monsoon wise classification of shallow water waves near the Paradip coast is provided below:

Table 3.2.3 B

Seasonal Distribution of Shallow Water Waves off Paradip

Season	Wave period (Sec)	Wave height (m)	Direction Degrees with respect to North
SW Monsoon (June to September)	8 to 10	1.0 to 3.5	180 to 202
NE Monsoon (October to January)	8 to 10	0.5 to 1.0	112 to 135

Transition Period (February to May)	8 to 10	0.5 to 2.0	180 to 202
---	---------	------------	------------

3.2.4 Tides

Tides at Paradip are semi-diurnal type with two high tides and two low tides in a day. The tide levels at Paradip port with respect to Chart Datum are given below:

Table 3.2.4

Highest High Water Level	:	(+) 3.50 m
Mean High Water Spring (MHWS)	:	(+) 2.58 m
Mean Low Water Spring (MLWS)	:	(+) 0.71 m
Mean Sea Level (MSL)	:	(+) 1.66 m
Tidal range during Spring	:	(+) 1.87 m
Mean High Water Neap (MHWN)	:	(+) 2.02 m
Mean Low Water Spring (MLWS)	:	(+) 1.32 m
Tidal range during Neap	:	(+) 0.70 m
Lowest Low Water Level	:	(+) 0.40 m

3.2.5 Currents

The currents of Paradip are generally controlled by monsoon winds. The currents in general are in the NW - NE direction during January to September, and SW direction during October - December. During the SW monsoon season the speed of the wind driven surface current varies between 0.1 and 0.4 m/sec.

The currents generated by tide (Tidal currents) are parallel to the coast during flood tide and offshore during ebb. The surface current speeds are in the order of 0.7 to 0.8 m/sec but currents may even exceed 1 m/sec when the sea is rough in the Bay of Bengal. The bottom currents recorded were of the order of 0.55m/sec, but in general the bottom currents were below 0.45m/sec.

Within the harbour the currents are predominantly controlled by ebb and flood flows of the tide.

4.0 SCOPE OF WORK

Dredging of approximately 5.50 lakh cubic metres materials will be carried out in front of the existing North Oil Jetty and adjacent areas to achieve a dredge depth of (-)19.8mtrs. Dumping of the dredged materials shall be done through pipe line (in case of CSD) in the northern shore line about 2Km.away using floating pipe line and shore pipeline and disposal of dredged materials at offshore disposal site (in case of TSHD) about 8 nautical miles away without affecting shipping movement and limiting the depth of dumping to 1(one) mtr.

The dredging is to be carried out from (-)17.1 m Chart Datum (average) to (-) 19.8 m Chart Datum, in front of North Oil Jetty and from (+)2.0mtrs.(average) to (-)19.8 mtrs. in the adjacent areas by the side of the dolphin on the landward side. The tenderer should mobilize suitable Cutter Suction Dredger or a combination of cutter suction dredger and trailer suction hopper dredger capable of executing the dredging work within the time schedule.

4.1 Level Datum

The level datum on all plans and for all surveys shall be Chart Datum (CD) for the Port of Paradip. The Port survey Chart datum is established at 1.66 m below local Mean Sea Level.

4.2 Tolerance

The tolerances on the design dredge profile (horizontal and vertical) shall be as follows:

4.2.1 Vertical tolerance

The dredge level at the floor of the dock basin shall not exceed an upper tolerance of (+) 0.00 mm and a lower tolerance of (-) 200 mm, where (+) indicates a height above the design dredge level and (-) indicates a depth below the design dredge of (-) 19.8 m CD. The Contractor will not be paid for the extra quantities of dredging to the levels / width over and above vertical tolerance limits indicated above.

In order to ensure that no ridges or pinnacles above the design dredge level remain in completion stage, the post dredge soundings will be taken by multi-beam echo sounder with cell minimum readings. Further, all intermediate surveys and pre-dredge survey will also be done with cell minimum readings. The quantity/ volume of material dredged shall be computed using "HYPACK-MAX" software unless otherwise decided by Engineer which will be binding on the Contractor.

4.2.2 Horizontal Tolerance

Horizontal tolerances for dredging of the floor of the dredge basin shall be (-) 1000 mm and (+) 1000 mm, where (-) indicates a finished basin bottom width less than the design basin bottom width and (+) indicates a finished basin bottom width more than the minimum design basin bottom width as per drawing (measured from the berthing line to the toe of the slope / revetment along the same plane). The Contractor will not be paid for the extra quantities of dredging to any width over and above horizontal tolerance limits indicated above.

4.2.3 Slope Tolerance

The slope of the dredged basin wherever required shall not be steeper than 1:3. Slopes flatter than 1:3 will only be acceptable. The Contractor will not be paid for the extra quantities realized in achieving flatter slopes than tolerance limit indicated above.

4.3 Method of Measurement

The measurement of the quantities of dredging shall be the volume calculated from the pre-dredge survey and the post dredge survey of the area of work and side slopes as per drawing executed in accordance with the specification. The quantity / volume of material dredged shall be computed using 'HYPACK-MAX' software, unless otherwise decided by Engineer which will be binding on the Contractor. The post dredging surveys vis-à-vis issuance of Performance Certificate referred to in Clause 10.9 of General Conditions of Contract shall be carried out in calm weather conditions with wave swelling less than 1m height when such surveys are carried out during rough weather. Thereafter, the work for the above portion will be taken over by the Employer in consistence with the procedure indicated under Clause 9 (Employer's Taking Over) of General Conditions of Contract.

5.0 SEDIMENTATION IN DREDGED AREA

The Contractor shall include in his rates and prices the removal and disposal of sedimentation in dredged areas, caused by his own operations, silt deposition during the intervening period of pre and post dredging activities due to waves, tides, currents, drift and other natural phenomenon, where such sedimentation results in the area no longer complying with the technical specifications. No extra payment on this account is admissible.

6.0 OVERDREDGING

Over dredging is dredging deeper than the design dredge level plus the lower vertical dredging tolerance.

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

Over dredging shall not be permitted in any case whatsoever near the piles forming the part of the berths / jetties or near the toes of the berths / jetties.

7.0 DISPOSAL TOLERANCES

All dredged material shall be dumped through pipe line (in case of CSD) in the northern shore line about 2.5 Km. away using floating pipe line and shore pipeline or at offshore disposal site (in case of TSHD) about 8 nautical miles away without affecting shipping movement and limiting the depth of dumping to 1(one) mtr.

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

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

8.0 HYDROGRAPHIC SURVEYING

8.1 Work Set Out and Hydrographic Survey

Joint hydrographic surveys (pre, post & intermediate surveys) will be carried out by PPA's survey launch with multi beam echo sounder on chargeable basis to be paid by the contractor as per the prevailing rate. Representatives of engineering Department, Marine Department & Contractor will participate in the joint surveys. The joint survey sounding charts will be generated by the Port which will be cell minimum soundings. The survey grid shall be of 20m x 20m. The volume of dredging will be determined from pre and post dredge surveys and paid accordingly. The intermediate surveys and payments are only in the nature of Running Account payments.

8.2 Navigation

8.2.1 General

The Contractor shall make all necessary arrangements for temporary removal and replacement of any authorized buoys or piles that may obstruct the operations. The removal and reinstatement of all authorized or licensed buoys or piles will be carried out at full cost to the Contractor.

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

8.2.2 Temporary Lights

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

8.2.3 Minimum Interference with Port Navigation

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

8.2.4 Navigation Requirement

Dredging shall be organized so that dredging equipment is so positioned as to allow the normal passage of vessels to the satisfaction of the Harbour Master.

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

The Contractor shall prior to the establishment of plant on site notify the Harbour Master and the Engineer of his proposed programme and methods. The Contractor shall be responsible for providing the harbour Master and Engineer with details of any changes to the programme and methods, after approval by the Engineer.

8.2.5 Oil Spillage

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

9.0 DIVING

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

10.0 DREDGING WORKS

Dredging is to be undertaken in accordance with the Drawings and as directed.

The Contractor shall supply to the Engineer, at the end of each week following the commencement of dredging, all of the daily or shift log sheets. The log sheets shall cover all works carried out during that week and include, but not necessarily be limited to, no. and main technical specifications of dredgers, periods of working of dredgers, details of dredging progress, times for setting anchors, details of breakdowns, and other interruptions which might affect the time for completion. The daily or shift log shall also record an estimate of the quantity of material excavated or dredged. The daily or shift log sheets shall be signed at the end of each week by both the Contractor's Dredge Master for all dredging works, the Contractors site representative for all other works, and a representative of the Engineer.

LOCATION OF PROPOSED DREDGING SITE

PPA HARBOUR LAYOUT & PROPOSED DREDGING AREA LOCATION



SOIL DATA



» CIVIL ENGINEERS » ARCHITECTS » SURVEYORS » QUALITY CONTROLLERS

BORE LOG CHART													
Name of Consultant:--											BH - 10		
NAME OF WORK:--											SOIL INVESTIGATION WORK FOR DREDGING OF BASIN FOR DEVELOPMENT OF DEEP DRAUGHT COAL AND IRON ORE BERTHS AT PARADIP PORT		
NAME OF AGENCY:-- BINOD KUMAR HATI											LOCATION - SP - 03 (P.P.T)		
NAME OF AUTHORITY:-- PARADIP PORT											SOIL SAMPLE USED - S.P.T		
TYPE OF BORING:-- AUGER & SHELL											GROUND WATER TABLE - 2.1Mtr.		
INCLINATION:-- Vertical											DIA OF BORE - 150mm		
DATE OF BORING STARTED:-- 9/7/2010											RL - 5.175		
DATE OF BORING COMPLETED:-- 11/7/2010													
SL.NO.	Depth in Mtr.	Thickness of soil strata in mtr.	Graphical representation of soil strata	Type of soil strata	Type of Sample collected	No. of blows for 1st 15cm penetration(1)	No. of blows for 2nd 15cm penetration(2)	No. of blows for 3rd 15cm penetration(3)	S.P.T. value = 2+3=N	Penetration in mtr.	ROD %	CORE %	Remarks
1	0.5												
2	1.0												
3	3.0	3.0		Filling	D.S								D.S COLLECTED
4	4.5												
5	6.0	4.4		Clay									
6	7.4												
7	7.5												
8	9.0												
9	10.5	3.5		Sand									
10	10.5												
11	11.35												
12	11.85	0.8		Clay	S.P.T	12	21	25	48	0.45			S.P.T COLLECTED
13	12.0												
14	13.5												
15	15.0	4.4		Sand									
16	16.0												
17	16.5												
18	17.5												
19	18.0												
20	19.5												
21	21.0	9.0		Sandy Clay									
22	22.5												
23	22.77				S.P.T	4	4	5	9	0.45			S.P.T COLLECTED
24	24.0												
25	25.0												



Office: Vidyut Marg, Telanga Sahi, Balasore - 756001, Odisha
 Regd. Off.: BRIT MIG PLOT NO-9, AT/PO: BALIA, DIST: BALASORE, ODISHA
 State Off.: Natini Nivas, 618, Sabra Sahi, Rasulgah, Bhubaneswar, Odisha

SOIL INVESTIGATION WORK FOR DREDGING OF BASIN FOR DEVELOPMENT OF DEEP DRAUGHT COAL AND IRON ORE BERTHS AT PARADIP PORT																				
BH-2 (DB-10)																				
Sl. No	DEPT IN MTR	Type of soil collected	Grain size analysis						Atterberg's Limits in %			Field Moisture Content in %	Bulk density in gm/cc.	Cohesion (C) Kg/cm ²	Angle of shearing resistance	Specific gravity	Void ratio	D.F.S. in %	Field S.P.T. Value	Group of soil
			Fine Gravel In % (20mm To 4.75mm)	Coarse Sand In % (4.75mm To 2.00 mm)	Medium Sand In % (2.0mm To 0.425mm)	Fine Sand in % (0.425mm to 0.075 mm)	Silt & Clay in % (0.075mm to 0.001mm)	Liquid Limit In %	Plastic Limit In %	Plasticity Index in %										
1	0.5MT																			
2	1.0MT																			
3	2.0MT																			
4	3.0MT																			
5	4.0MT																			
6	5.0MT																			
7	6.0MT	D.S	0.76	0.44	1.66	4.18	92.96													
8	7.0MT																			
9	8.0MT																			
10	9.0MT																			
11	10.0MT																			
12	11.0MT	S.P.T	0	0.09	23.56	52.38	23.97													
13	12.0MT																			
14	13.0MT																			
15	14.0MT																			
16	15.0MT																			
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18	17.0MT																			
19	18.0MT																			
20	19.0MT																			
21	20.0MT																			
22	21.0MT																			
23	22.0MT																			
24	23.0MT																			
25	24.0MT																			
26	25.0MT	S.P.T	0	0	5.01	48.16	46.83													

BEAU-MC ASSOCIATES

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BEAU - MO
ASSOCIATES



For Beau-Monde Associates

Signature of Lab Test

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FORM FOR PRELIMINARY CERTIFICATE OF COMPLETION

TO

M/s. _____

PRELIMINARY CERTIFICATE OF COMPLETION

Dear Sirs,

This is to certify that the following work :

Name of works :

Allocation:

Contract No.

Resolution.:

And. :

Meeting No.:

Which was carried out by you, is in the opinion of Engineer is complete in every respect on the _____ in connection with the terms of the contract and you are to maintain the work in connection with the terms of the contract and you are to maintain the work in accordance with the Conditions of contract for a period of _____ months _____ from the _____ 20_____ To _____ 20_____.

Yours faithfully,

CHIEF ENGINEER,

PARADIP PORT AUTHORITY

FORM FOR FINAL COMPLETION

TO

M/s. _____

CERTIFICATE OF FINAL COMPLETION

Dear Sirs,

This is to certify that the following work VIZ.

Name of works :

Contract No.

Resolution.:

Which was carried out by M/s _____
is now complete in every respect in accordance with the terms of the contract and that all
the obligations under the contract have been duly fulfilled by the Contractor.

Yours faithfully,

CHIEF ENGINEER,

PARADIP PORT AUTHORITY

FORM FOR REFUND OF EMD/EASD

1. Name of the Contractor :

2. Name of the work :

3. Bank Acknowledgement with other :
details.

4. Reasons for the refund :

Amount of the EMD/EASD :

Passed for Rs.

Executive Engineer,
Harbour Works Division No.II,
Paradip Port Authority.

Received Rs.

(Rupees

). only

Signature of the Contractor
With full Address
(Affix a revenue stamp)

BILL FOR REFUND OF SD

1. Name of work :
2. Name of the Contractor :
3. Date of Commencement :
4. Date of Completion :
5. Was the work completed in time? If not, whether the compensation recoverable was under the contract has been waived or recovered already may please be indicated. :
6. If the work done satisfactorily? :
7. Agreement No. and Date. :
8. Payment Vr. in which recoveries now proposed to be refunded were made. :
9. Amount to be refunded. :
10. Indicate, if the final bill was paid if so quote Vr. No. :
11. Was any defect found during maintenance ? :
12. State whether :
13. Remarks, if any. :

M.B. No.

In Page No.

Certified that no dues are outstanding against the Contractor for recovery.

Passed for Rs. only.

Asst. Executive Engineer
(C)/
Executive Engineer.

Passed for Rs. (Rupees

.....

.....) only.

Executive Engineer,
Harbour Works Division No.II,
Paradip Port Authority.

Receipt Rs. (Rupees
.....) only.

Signature of the Contractor.

SCHEDULE OF PORT AUTHORITY RECOVERY RATES

NAME OF MATERIALS	RECOVERY RATE
1. Water	(a) On metering basis- Rate will be as per prevailing rate and as per rate fixed by PPA from time to time. (b) Ferrule Connection: Rate will be as per prevailing rate on monthly basis and as per rate fixed by PPA from time to time.
2. Power (Electricity)	Rate/ Unit will be as per prevailing rate and as per charges fixed by PPA from time to time.
3. GST	GST would be applicable @ 18% for works contract and will be paid extra.
4. Income Tax	Income Tax would be applicable as per prevailing rate from time to time.
5.Cess(As per As per the provisions of building & other construction workers (Regulation of employment & conditions of service) Act, 1996)	@ 1% of the executed amount.

NB: The rates are subject to change from time to time as approved by Paradip Port or the appropriate Authority.

SPECIAL TERMS & CONDITIONS OF TENDERERS
(PREFERENCE TO MAKE IN INDIA)

Make in India & sharing land border with India conditions:

INTIMATION TO TENDERERS:

- i) Format of certificate for Local content declaration & Self declaration under Rule 153(iii) of the General Financial Rules (GFR's) 2017.
- ii) Format of certificate for tenders for works under Rule 144(xi) in the General Financial Rules (GFRs) 2017.
- iii) Accordingly 06 nos. of Annexures are attached.

Bidders-Eligibility and Preferential Policies

A. Provisions of Public Procurement (Preference to Make in India) OM No. Order OM No.P-45021/2/2017-PP(BE- II) dated.16.09.2020.

- i. The Provisions contained in Public Procurement (Preference to Make in India) Order 2017 as amended by OM No.P-45021/2/2017-PP(BE-II), dtd.16.09.2020 further as amended from time to time if any, shall be applicable to this tender.
- ii. The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- iii. The minimum local content for Class-I and Class-II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item.
- iv. Procurements where the estimate value is less than Rs.5.00 lakhs shall be exempted from this order.
- v. Verification of local content:
 - a. **For procurement value upto Rs.10.00 crores:** The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide Self-Certification (as per the format enclosed) that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. **For procurement value above Rs.10.00 crores:** The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- vi. **Purchase preference:**
 - a) Subject to the provisions of this order and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to Class-I local supplier in procurements undertaken by procuring entities in the manner specified here under.
 - b) In the procurements of goods or works which are covered by Para-3(b) above and which are divisible in nature, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non-local supplier, as per following procedure.
 - i) Among all qualified bids, the lowest bid will be termed as L1 if L1 is

Class-I local supplier, the contract for full quantity will be awarded to L1.

- ii) If L1 bid is not a Class-I local supplier 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin for purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the class-I local supplier shall get purchase preference over class-II local supplier as well as Non-local supplier as per following procedure.
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1.
 - ii. If L1 is not Class-I local supplier the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.

B. Restrictions under Rule 144 (xi) of General Financial Rules 2017 (order Public Procurement No.1) of DOE, Public Procurement Division, No.F.No.6/18/2019-PPD) dated 23.07.2020) and amendments / clarifications issued subsequently by DOE.

The provisions contained in Order (Public Procurement No.1 of DOE, Public Procurement Division No.F.No.6/18/2019PPD) dated:23.07.20 and as amended/clarified from time to time shall be applicable to this tender.

- i) Any bidder from a country which shares a land border with India will be eligible to bid against the tender only if the bidder is registered with the Competent Authority specified in Annexure-II of Order (Public Procurement No.1) dated.23.07.2020.
- ii) "Bidder"(including the term tenderer,' consultant 'or' service provider 'in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or companies), every artificial juridical person falling in any of the descriptions of bidders stated herein before including any agency branch or office controlled by such person, participating in procurement process.

iii) "Bidder from a country which shares a land border with India" for the purpose of this order means:

- a. An entity incorporated, established or registered in such country :or
- b. A subsidiary of an entity incorporated, established or registered in such a country :or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country :or
- d. An entity whose beneficial owner is situated in such a country :or
- e. An Indian (or other) agent of such an entity :or
- f. A natural person who is Citizen of such a country :or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

iv) The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:-

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or Policy decisions including by virtue of their share holding or management rights or share holder's agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. [To be inserted intenders for works contracts, including turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Annexure-I

Model Certificate for Tenders (for transitional cases as stated in Para-3 of this order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Authorized signatory
(Name of the Firm entity)

Annexure-II

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a Country which shares a land border with India; I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Authorized signatory
(Name of the Firm entity).

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a Country, has been registered with the Competent Authority and will not sub-Contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Authorized signatory
(Name of the Firm
entity).

Annexure-IV

Model Certificate for GeM:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfils all requirements in this regard and is eligible to be considered for procurement on GeM [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Authorized signatory
(Name of the Firm
entity).

Annexure-V

**Local content Declaration & Self Certification as per the Government of India Order towards
Public Procurement (preference to Make in India) vide LetterNo.P-45021/2/2017-PP(BE-
II),(revised) Dated.16.9.2020)**

(TO BE PROVIDED ON BIDDERS COMPANY/FIRM LETTER HEAD)

I, _____ (Name of the Person(s), S/o. _____ at
_____ (Address),

Working as _____ (Designation and name of the
firm/Company/partnership/Joint venture), and I have been authorized to sign the
Declaration/Self-Certification on behalf of firm /Company/partnership/Joint venture do
hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government
towards Public Procurement (preference to Make in India) vide Letter No.P-
45021/2/2017-PP(BE-II) (revised)Dated.16.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief
and I undertake to produce relevant records before the procuring entity or any authority
so nominated for the purpose of assessing the Local Content.

That the local content for all inputs which constitute the said equipment has been verified
by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found
to be incorrect and not meeting the prescribed value addition norms based on the
assessment of an authority so nominated for the purpose of assessing the Local Content,
action will be taken against me as per the notification P-45021/2/2017-PP(BE-II),
(revised), Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8
years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued.
- iii. Product for which the certificate is produced
- iv. **Percentage of local content =** _____ % (_____ percentage)

Signed by me at _____ on _____

Authorized signatory
(Name of the Firm entity).

Tenderers shall submit Declaration as per Annexure VIII in their technical bid.

Format of Certificate for Tenders for Goods/Services/ Works under Rule 144(xi) in the
General Financial Rules (GFRs), 2017

To

(Name and address of Tender Inviting Authority)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

Dear Sir.

Ref: Your Tender No. _____ dated _____

I/We the undersigned, _____ (full name), do hereby declare, in my
capacity as _____ of M/s. _____ (name of
bidder entity), that:

1. I have read the Orders (Public Procurement No.1, 2 & 3) dtd. 23rd July 2020 & 24th July, 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rule (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.
2. I/we certify that M/s. _____ (name of bidder entity).
 - a. **is not from such a country**, I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. OR,
 - b. **is from such a country** (strikeout whichever is not applicable) and has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached).
3. I / We the Bidder agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource any work and / or any part thereof to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained. I /we hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered and I/We submit the proof of registration herewith

[Wherever applicable, evidence of valid registration by the Competent Authority shall be attached]
4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s. _____ (name of bidder/entity) found to be false,

this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFR's), 2017.

5. This declaration cum undertaking is executed by us through our Authorized Signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1, 2, 3) dated 23rd and 24th July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order which shall have the same meaning for the purpose of this declaration cum undertaking.

Executed at _____ on this the _____ day of _____.

By Authorised Signatory

(Signature and Name)
Seal of the Bidder

- * Note: Where applicable, evidence of valid registration by competent Authority shall be attached.

UNDERTAKING

I/We undertake and declare that I/we am/are not having disputes / blacklisting /debarred/ ban of business with any government/Quasi Govt./Public Sector undertaking in India/any Port Authority. I/We am/are not blacklisted by any Central /State Government (incl. its department/agency), PSUs/Port Authority or was not declared ineligible by the Government of India/State/PSUs/Port Authority for corrupt and fraudulent practices.

Authorized signatory
(Name of the Firm entity with full Address and Seal).

Appendix-VIII**TO WHOM IT MAY CONCERN**

We have verified the TDS Certificate (26AS) during the FY(s), work allotment letter and other related documents by (Name of the firm/agency)..... having its registered office at (Office address) and certified that TDS deducted during FY(s) is in respect of the work “(Name of the works)” as per the details below.

Year	Gross Value	TDS Amount
Total:		

Chartered Accountant

Sign and Seal with UDIN No.