

DREDGING IN THE NAVIGATIONAL CHANNEL & ALONGSIDE CARGO BERTHS/OIL JETTIES AT KANDLA PORT TRUST FOR YEAR
2017- 2020 (Tender No. 03 – PL/2016)

ADDENDUM .1

Sl. No.	Clause No.	Pg. No.	Clause Name/ Subject	Revised Clause
Section I: Notice Inviting Tender				
1.	NIT 1.6 (NB :...) and Clause 1.4 (NB :..)	Sheet 4 of 210 and Sheet 11 of 210	Eligibility criteria for evaluation of Technical Bids. (NB :..)	Replace with the following: (NB: " For ongoing works, completed portions of the work till the end of previous financial year, shall pertain to the quantity with costing value executed within a period of single year and shall not be less than as specified in Eligibility Criteria for completed projects. Accordingly same shall be acceptable provided payments thereof have been made and there is a certificate of satisfactory performance from the contracting agency and provided further that the firm has successfully completed at least one work of prescribed estimated cost. ")
2.	NIT 1.7 and Clause 2.2.14	Sheet 5 of 210 and Sheet 21 of 210		Refer following para of sheet 5 of 210, "In case the contract is awarded to an Indian tenderer through the process of exercising the first right of refusal and the work is executed by such tenderer by deploying foreign flag vessel, penalty shall be imposed at a rate of Indian Rupees 1 lakh per day for the period of deployment of the foreign flag vessel." Replace the above para on sheet 5 of 210 with the following. In case the contract is awarded to an Indian tenderer through the process of exercising the first right of refusal and the work is executed by such tenderer by deploying foreign flag vessel, "it shall call for penalty of Rs. 15 lakhs per day for the first ten days Rs. 20 lakhs per day for the next twenty days, to the employer In case of deployment of foreign dredger for more than 30 days during the period of contract, the Employer reserves the rights to call for termination of the contract."

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				Further insert the following as last paragraph on sheet 5 and 21 of 210 “Note: If Bidder, an Indian subsidiary/Company of a foreign company is qualifying for bidding based on the qualifications of its Parent Firm, the bidder will not be eligible for first right of refusal under this clause even if all dredgers belongs to the bidder are Indian flags/ Indian Controlled ships”
Section II: Tender Call Notice				
3.	Clause 1.3	sheet 9 of 210	BRIEF DESCRIPTION OF WORK	Replace Clause 1.3, para 2 with the following: “Tenderers should submit their offer online through website https://kpt.n.procure.com on or before the due date and time of submission. However, Tenderers should submit following in hard copies within 03 days from last date of online submission of bid.”
4.	Clause 2.2.6	Sheet 17 of 210	Submission of bids	Replace Clause 2.2.6, para 2 last line with following. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Sr. Engineer (PL) within 3 days of opening of the tenders.
5.	Clause 1.3 (r) & Clause 2.2.7.2 (r)	Sheet 10 of 210 And Sheet 18 of 210	INSTRUCTIONS FOR FILLING BIDS (Cover-II)	Replace Cover II (r) With the following: “(r) Details, if any, of Tenderer being Delisted/debarred by any previous Employer along with the reasons for the same. (Note: For any bidder delisted/ debarred by any of their previous Employer, which is valid at the time of submission of bids, the reasons for the same will be evaluated by the Employer considering the nature and requirements of present contract. The Employer reserves the right to reject such proposal, if found necessary. The Employer’s decision in this regard shall be final and binding on the bidder.)”

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6.	Clause 2.2.14 (v),	Sheet 20 of 210		<p>Replace clause 2.2.14 (v) with the following: (v) In case the contract is awarded to an Indian tenderer through the process of exercising the first right of refusal and the work is executed by such tenderer by deploying foreign flag vessel, “it shall call for penalty of Rs. 15 lakhs per day for the first ten days Rs. 20 lakhs per day for the next twenty days, to the employer In case of deployment of foreign dredger for more than 30 days during the period of contract, the Employer reserves the rights to call for termination of the contract.”</p>
7.	Clause 3.1.1.1	Sheet 29 of 210	Contract	<p>Replace the Clause 3.1.1.1 “Contract” with the following: ““Contract” means the contract agreement, special conditions of contract, general conditions of contract, technical requirements (including schedule of requirements and technical specifications, drawings), Notice inviting tender, Replies issued to the pre-bid queries, addenda if any issued, Contractors bid and original price and delivery schedules, the Employer/ Board's notification of award, correspondence the Employer/ Board had exchanged with the bidder till and after award of contract and further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.”</p>
8.	Clause 3.7.2 (c)	Sheet 58 of 210	Time of Completion, Compensation for Delay to Contractor's Negligence	<p>Replace the Clause 3.7.2 (c), with the following: “(c) Time period for completion of work shall be 36 months from the date of commencement of the dredging work. However the maintenance dredging work in Zone-I(buoy no 4 to 8) & Zone-II (Buoy no 8 to 12) of Navigational channel may be extended, if found necessary, at the sole discretion of the employer for a further period upto 3 months. In case the contract is extended for a period up to 3 months beyond the 36 months of completion period, payments</p>

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				will be made at the rate quoted by the contractor for item no 1 & 2 of Part A maintenance dredging of Schedule-B for maintaining the depths in Zone-II (Buoy no 8 to 12) & Zone- I (Buoy no 4 to 8) which are available in the channel at the end of 36 th month from the date of commencement of the dredging work. However the compensation for not maintaining the depth/width during the extended period will be applicable as per tender conditions.”
9.	Clause 3.7.8	Sheet 61 of 210	Suspension of Work	<p>Replace Clause 3.7.8 with the following:</p> <p>“The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works.</p> <p>The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub Clauses 3.7.9. and 3.7.11 shall not apply.</p> <p>In cases where the work is suspended as per the instructions of Engineer/Employer, no penalty shall be levied during the month for non-achievement of desired depth, for the particular area for which dredging is suspended. However, the Contractor shall be responsible for achieving desired depths in the remaining area, if any, as per the contract and penalty shall be applicable for those areas.”</p>
10.	Clause 3.7.12	Sheet 61 of 210	Resumption of Work	<p>Replace the clause 3.7.12, with the following:</p> <p>"After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works, the Plant and Materials and the Contractor's Equipments affected by the suspension. The Contractor shall make good any deterioration and defect, if any, before resumption of Work."</p>
11.	Clause 3.12. 3	Sheet 68 of	Price Adjustment	<p>Replace Clause 3.12. 3, sentence “<i>Po = Average price of main fuel fixed by the IOCL in the concerned area / Port, on the date of opening of Technical bids.</i>” with</p>

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		210		the following: “Po = Actual price of main fuel fixed by the IOCL in the concerned area / Port, on the date of opening of Technical bids.”
12.	Clause 3.13.1 (b)	Sheet 71 of 210	The Contract Price	Replace Clause 3.13.1 (b) ; with the following: "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 3.12.6 [Adjustments for Changes in Legislation]. Service tax or GST as the case may be will be reimbursed as stated in clause 3.28(i).
13.	Clause 3.30	Sheet 93 of 210	Integrity Pact	Replace the Clause 3.30, para.1 with the following: “The bidder has to execute Integrity pact agreement with Kandla Port Trust (As per Appendix enclosed). Shri P.K.Gopinath, IPoS (Retd.) or as nominated by the EMPLOYER as Independent External Monitor for Integrity Pact.. Address of Shri P.K.Gopinath, IPoS (Retd.) is as under: Bungalow No. 1 Residential Quarters for CAT Members Kartikdev, Kaloor, Ernakulam, Kochi, Kerala Ph. No. 0484 – 2339000 Mob. No. 09868152353 Email id: krishnagopinath@myway.com”
14.	Bill of Quantities	96 to 100 of 210 &	Bill of Quantities	Replace “Bill of Quantities” , with Addendum-1, Appendix – 2

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		Sheet 204 to 208 of 210		
15.	Clause 6.4.1	sheet 119, 120 of 210	General	<p>Replace Clause 6.4.1 , portion of para 3 (sheet 119 of 210) with the following</p> <p>The Contractor shall ensure that the main Dredger/ similar hopper capacity dredger shall be available for dredging for a minimum period of 48 weeks during each calendar year.</p> <p>para. 8 (sheet 120 of 210) with the following: “The contractor is required to deploy minimum one TSHD of 7500 cu.m for Maintenance dredging work in the navigational channel. The additional dredgers required to be deployed may be suitable capacity in between 7500 cum to 4500 cum hopper capacity as per actual requirement as per site conditions. These are only minimum requirements and the contractor is free to deploy the equipment as deemed fit, as such the responsibility of the contractor does not cease after deploying one TSHD of more than 7500 cu.m. hopper capacity for maintenance dredging work.</p> <p>Dredgers shall adhere to minimum following efficiency parameters:</p> <p>a) It shall be fitted with twin screw with bow thrusters</p> <p>b) The load and draft indicators, to be inspected and certified by a Classification Society being a member of IACS. The certificate issue date shall be within a years' period or the certificate to be renewed annually</p> <p>c) It shall have efficient Dredge position control monitoring system consisting of DGPS, necessary software capable of being loaded with survey data like Hypack or similar software.</p> <p>d) It shall have efficient dehoppering/dewatering system</p>

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				<p>e) It shall have preferably 2 suction pipes capable of dredging upto depth 20m.</p> <p>f) It shall have the capability to produce jet pressure of 6 bars for maintenance dredging and 10 bars for capital dredging projects.</p> <p>g) It shall have the capability to maintain an average speed of at least 8 knots.”</p>
16.	Clause 6.4.2	Sheet 121 of 210	Mobilization	<p>Insert the following as the last paragraph of Clause 6.4.2</p> <p>“Continuous non-deployment of main dredgers on site for more than 4 days shall require a substitution of the dredger equivalent to the performance parameter of the main dredger. In case of failure of substitution of main dredger capacity with maximum number of two dredgers within a period of seven day (including four days), it shall call for penalty of</p> <p>Rs. 15 lakhs per day for the first ten days of delay</p> <p>Rs. 20 lakhs per day for the next twenty days of delay to the employer</p> <p>The above penalty will be on pro-rata basis for the difference in dredger capacity. In case of continuous non-deployment of main dredger for more than 30 days, the Contractor shall substitute the main dredger with a single dredger equivalent to the performance parameters of the main dredger and also resume the total dredger capacity deployed before the withdrawal of main dredger, failing to do which the Employer reserves the rights to call for termination of the contract with the applicable clauses. Short fall penalty and other penalties will also be applicable during this period, as per tender conditions.”</p>

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17.	Clause 6.9.2	Sheet 123 of 210	Hydrographic Surveys	Replace the first two sentences of clause 6.9.2, with the following: “Hydrographic surveys / Chart processing works shall be performed with the Software PDS2000/Hypack/ any equivalent software by using dual frequency echo sounding equipment (Atlas Deso 20 / 25/35 or equivalent) and an electronic positioning system (DGPS or equivalent) with an accuracy which ensures that the requirements of the contract are achieved. The survey launch, survey equipments, automated survey system software PDS2000/Hypack/ any equivalent software, etc. shall be approved by the Engineer before being brought to Site. The Contractor shall provide two laptop computers with similar facilities (softwares and hardwares) to the Engineer for the duration of contract, for the evaluation of work.”
18.	Clause 6.16 (c) & (d)	Sheet 129 of 210	Deposition of Dredged Soil	Replace Clause 6.16 (c) & (d), with the following: “(c) The dredged material from the Maintenance dredging of Oil Jetty no. 1 (if any) Oil Jetty no. 2, Oil Jetty no. 3 and Oil Jetty no. 4 shall be disposed off within 150 m radius of the location at Latitude 22° 51’ 00’’ N and Longitude 70° 10’ 00’’ E (d) The dredged material from the dredging at Cargo Jetties, SNA Jetty and Kandla Creek shall be disposed off within 150 m radius of the location at Latitude 22° 56’ 31’’ N and Longitude 70° 13’ 00’’ E (in the inshore channel) Note: All the coordinates given in this tender are in Everest coordinate system.”
19.	clause 6.19	sheet 130 of 210	Limit of Tolerance for Dredging	Replace clause 6.19, with the following: “The dredging shall be carried out to the designated levels shown on the drawings and as specified in Clause 6.23.3 and 6.23.4 or such modified levels as may be notified by the Employer to the Contractor in writing. The vertical tolerance will be (+) 0.10 m as indicated under clause no 6.23.6

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				<p>for the maintenance dredging and there is no horizontal tolerance allowed. Vertical tolerance upto 0.3m below design depth is permitted for capital dredging component of the work. However, no payment will be made for the over dredging done.”</p>
20.	Clause 6.23.4	Sheet 133 of 210	Target Depths	<p>Replace portion of Clause 6.23.4, with the following:</p> <p>“The latest depths available in the proposed dredging area are shown and marked in the attached drawing (listed in Table 6.1) as per the latest available survey. The depths are likely to change or vary marginally due to continuous phenomena of siltation and subsequent maintenance dredging operations in the area.</p> <p>The base depth (minimum depth), for Zone-I and Zone-II of Navigational Channel, shall be determined as the minimum depth available within 75m/ 100m base width on either side of the Centre Line of the channel as per pre-dredging surveys carried out at the time of commencement of contract and for remaining duration of contract, for the consecutive months base depth for a particular month shall be minimum depth recorded in survey charts of the progressive month</p> <p>The target depths to be maintained in Zone I & II by the contractor during the contract period will be as shown in Table 6.3.</p> <p>As stated above, Base depth at the time of pre-dredged survey shall be selected as minimum depth available within 75m width on either side of the centre line of the channel. The Contractor has to achieve base depth over base width of 75m from either side of centre line of channel, within time period of 3 months from the date of commencement of works. Thereafter, the base depth shall be determined as the minimum depth available (base/minimum depth shall needs to be progressively achieved and</p>

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				<p>maintained every month till the Target depth of -9.0m CD is achieved and as per the targets given under clause no.6.23.5.2) within 100m on either side of the Centre Line of the channel as per the survey data available from the progressive month or latest survey data available for the previous surveyed month in case of non surveyable periods. Thereafter depth of -9.0m CD shall be maintained throughout the contract period. Contractor shall need to maintain base depth for a width of 100m from the centre line of the navigation channel on the either side from 4th month onwards for the throughout duration of contract period.</p> <p>In case the contractor has not achieved the base depth within the 75m/ 100 m width, (as may be the case of base width during the applicable duration over the period of contract), on either side of the centre line of the channel, the monthly bill/chart shall not be accepted by the employer from 2nd month of commencement of dredging contract and the contractor has to achieve the depths within 15 days and resubmit the monthly bill along with the resurveyed chart of the respective zone.</p> <p>The contractor shall carry out maintenance dredging in Zone-I & Zone-II during the contract period to maintain the required depths/widths in Zone-I (Buoy no 4 - 8) & Zone-II (Buoy No.8-12) as indicated in the tender documents failing which the recovery of amount from the bills of the contractor for ruling shortfall in depths shall be made as per clause no. 6.23.6 from 2nd Month of the date of commencement of the proposed maintenance dredging work.</p> <p>The measurements for the ruling depths shall be carried out every month for payment purpose through a joint survey by an echo sounder in the presence of representatives of the Employer, Engineer, Contractor and a third independent outside Government or Non Government Agency to be engaged by the Employer"</p>

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21.	Clause 6.23.6	Sheet 137 of 210	Compensation for not maintaining the target depths and the widths	<p>Replace Table 6.5 and the condition for shortfall with the following:</p> <p style="text-align: center;">“Table 6.5: Penalty terms for ruling shortfall in depth</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Ruling shortfall in depth (in metres.)</th> <th style="text-align: center;">Penalty as percentage of the sum of the monthly amount quoted by the contractor for item no. 1 and 2 of Part A of maintenance dredging in BoQ month of existence of non performance / failure in Zone –I & Zone-II separately</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">0.2</td><td style="text-align: center;">10%</td></tr> <tr><td style="text-align: center;">0.3</td><td style="text-align: center;">15%</td></tr> <tr><td style="text-align: center;">0.4</td><td style="text-align: center;">20%</td></tr> <tr><td style="text-align: center;">0.5</td><td style="text-align: center;">25%</td></tr> <tr><td style="text-align: center;">0.6</td><td style="text-align: center;">30%</td></tr> <tr><td style="text-align: center;">0.7</td><td style="text-align: center;">35%</td></tr> <tr><td style="text-align: center;">0.8</td><td style="text-align: center;">40%</td></tr> <tr><td style="text-align: center;">0.9</td><td style="text-align: center;">45%</td></tr> <tr><td style="text-align: center;">1</td><td style="text-align: center;">50%</td></tr> </tbody> </table> <p>Shortfall:-</p> <p>(A) Short fall recovery applicable as under up to time period allowed for removal of left out dredging quantity as per the clause no. 6.23.5.2:</p> <p>(The ruling short fall recovery shall be applicable in addition to recovery as per the clause 6.23.5.2 on account of non- performance.)</p> <p>Recovery for ruling short fall in depth will be considered in the areas of Zone-I and Zone- II, excluding the areas identified as the areas of left-</p>	Ruling shortfall in depth (in metres.)	Penalty as percentage of the sum of the monthly amount quoted by the contractor for item no. 1 and 2 of Part A of maintenance dredging in BoQ month of existence of non performance / failure in Zone –I & Zone-II separately	0.2	10%	0.3	15%	0.4	20%	0.5	25%	0.6	30%	0.7	35%	0.8	40%	0.9	45%	1	50%
Ruling shortfall in depth (in metres.)	Penalty as percentage of the sum of the monthly amount quoted by the contractor for item no. 1 and 2 of Part A of maintenance dredging in BoQ month of existence of non performance / failure in Zone –I & Zone-II separately																							
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				<p>out quantities during the pre-dredge survey, on the basis of difference in depths between the pre-dredged survey depths and the corresponding monthly survey charts depth at particular grid points up to the time period allowed for removal of left out quantity as per the clause no 6.23.5.2. If the sounding depths available are more than the specified depths of 9.0m below CD in the channel it will be considered by restricting to the specified design depth of 9.0 m below CD for calculating the short fall in depth. Recovery of shortfall will be considered separately for Zone-I and Zone-II.</p> <p>(B) Short fall recovery applicable as under after completion of time period allowed for removal of left out dredging quantity as per the clause no. 6.23.5.2:</p> <p>However, recovery of shortfall in depth will be considered as a specified depth of 9.0 m below CD minus actual depths available in the areas of the Zone-I and Zone- II, separately, after completion of above period. If the sounding depths available are more than the specified depths of 9.0 m below CD in the channel it will be considered by restricting to the specified design depth of 9.0 m below CD for calculating the short fall in depth.</p> <p>Note: - In case regular monthly bill survey (which shall be carried out at 30 ± 4 day interval) could not be conducted in any month(s), due to bad weather or any other reasons in any areas of Zone-I & II, the recovery for such month(s) will be made, at the same percentage of shortfall in depth, in succeeding month, in which monthly bill surveys is conducted. However, recovery for the shortfall in depth, in which monthly bill survey is carried out, will also be made.</p> <p>The soundings will be rounded off to 0.1m. The fraction of soundings / values less than 0.05 will be rounded down and the fraction of soundings / values equal to or</p>

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				<p>greater than 0.05 will be rounded up. The shortfall shall be determined as per the following formula: - Ruling shortfall is the shortfall value such that the number of shortfall values including the grid points where soundings are missing which exceeds this value shall be 10% of the total number of shortfall values of all soundings in the channel.</p> <p>An example for calculation of Ruling shortfall is furnished as under:</p> <p>Total number of grid points N = 100</p> <p>Total number of grid points where soundings are missing in the channel = 2</p> <p>Ruling shortfall value shall be</p> <p>[(N/10)+1} - the number of grid points where soundings are missing in the channel]th value" = 100/10+1-2 = 9th</p> <p style="text-align: right;">=====</p> <p>For example following are the shortfall values (i.e. 9.0 m- actual depth as per the quadruplicate/ quintuplicate monthly survey chart) in the descending order.</p> <p>1st grid point 2.5 m</p> <p>2nd grid point 2.2 m.</p> <p>3rd grid point 2.1 m.</p> <p>4th grid point 1.9 m.</p> <p>5th grid point 1.6 m.</p>

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				<p>6th grid point 1.2 m.</p> <p>7th grid point 1.0 m.</p> <p>8th grid point 0.8 m.</p> <p><u>9th grid point 0.6 m.</u></p> <p>10th grid point 0.3 m.</p> <p>11th grid point 0.2 m.</p> <p>12th grid point 0.1 m.</p> <p>I.e. from the above, the ruling shortfall will be 0.6 m. and the employer shall recover the compensation for the ruling shortfall as per the percentage shown in the tender document.</p> <p>The recovery of every month ruling short falls if any is applicable up to 35th month or up to pre-final payment in case of any extension granted by the employer. However, the recovery of 36th month or final month will be applicable as under.</p> <p><u>At the end of the contract period , the contractor has to hand over the dredging area to the employer with the width and depth as specified under clause number 6.23.3 and 6.23.4 , failing which penalty for the left over hopper quantity shall be made at Rs. 300/- per Cu.m based on the final quadruplicate/ quintuplicate survey results. The recovery will be on lieu of the penalty recoverable for shortfall due at the time of the final survey to be conducted at the end of the 36th month.</u></p> <p><u>Based on final quadruplicate/ quintuplicate survey results, the left over</u></p>

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				<p><u><i>hopper quantity shall be calculated from insitu quantity by considering 0.85 (bulking factor)(i.e. left over insitu quantity divided by 0.85)</i></u></p> <p>Note-1: The grids where sounding is missing will be recorded first in the descending order table, meaning that the shortfall values corresponding to these grids are considered to be higher than the highest short fall value of the soundings taken.</p> <p>If the ruling shortfall in depths exceeds more than 1.0 m the contractor shall be given one month notice to improve the depths failing which the employer may terminate the contract and the balance pending work may be executed by the employer at the risk and cost of the contractor.</p>
22.	Clause 6.23.6	Sheet 139 of 210	Compensation for not maintaining the target depths and the widths	<p>Delete the following from Clause 6.23.6</p> <p><i>“Note-2: During the dredging contract period, in the event any claim of compensation is received by the Employer from any party which is the direct result of non and/or under performance or non maintenance of depths in the dredging areas, the same shall be the responsibility of the dredging contractor.”</i></p>
23.	Annexure-1	Sheet 149 of 210	Specimen EMD	<p>Replace Annexure-1 (Specimen EMD), (para. 5), sentence: "This guarantee will expire unless otherwise extended or informed by the Employer/ Board", with the following:</p> <p><i>"This guarantee will expire unless otherwise extended at the request of the Contractor on whose behalf this guarantee has given".</i></p>

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Sl. No.	Clause No.	Pg. No.	Clause Name/ Subject	Revised Clause
24.	Item no. 'e'	Sheet 152 of 210	Specimen for Form of Bid	Replace the Item no. 'e' of "Specimen for Form of Bid" ,with the following: <i>“(e) Our tender shall be valid for the period of time specified in NIT Sub-Clause 1.5 and ITB Sub-Clause 2.3.3, from the date fixed for the Tender submission deadline in accordance with NIT Sub- Clause 1.10 and ITT Sub-Clause 2.2.6.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with ITB Sub-Clause 2.3.3”</i>
25.	Annexure- 6 (old Annexure – 5)	Sheet 164 of 210	SPECIMEN BANK GURANTEE PERFORMANCE GUARANTEE/ SECURITY DEPOSIT	Replace Annexure – 5, item no. 3, with the following: 3. We, _____ further agree with the Board that <i>(Name of Bank and Branch)</i> <i>the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____</i> <i>(Name of the user department)</i> <i>of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. "PROVIDED HOWEVER that the Bank shall, at the request of the Contractor, renew or extend this guarantee for such further period or periods as the Board may require from time to time."</i>
26.	Annexure- 9 (old Appendix-	Sheet 174 of 210	Information for Security Clearance	Replace "Information for Security Clearance, with Addendum-1, Appendix – 1

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Sl. No.	Clause No.	Pg. No.	Clause Name/ Subject	Revised Clause						
	VI)									
27.	<i>Appendix to Tender</i>	Sheet 183 of 210	<i>Appendix to Tender (1 of 2)</i>	Replace the following two rows: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Time for completion of the work</td> <td style="width: 15%; text-align: center;">3.7.2</td> <td style="width: 45%;">36 months + extendable up to 3 months in accordance with clause 3.7.2(c)</td> </tr> <tr> <td>Liquidated damages</td> <td style="text-align: center;">3.7.2</td> <td>0.5% per week or part thereof subject to maximum of 10% of contract value for Capital dredging (for maintenance dredging contract please refer to clause 6.23.6 of this contract.)</td> </tr> </table>	Time for completion of the work	3.7.2	36 months + extendable up to 3 months in accordance with clause 3.7.2(c)	Liquidated damages	3.7.2	0.5% per week or part thereof subject to maximum of 10% of contract value for Capital dredging (for maintenance dredging contract please refer to clause 6.23.6 of this contract.)
Time for completion of the work	3.7.2	36 months + extendable up to 3 months in accordance with clause 3.7.2(c)								
Liquidated damages	3.7.2	0.5% per week or part thereof subject to maximum of 10% of contract value for Capital dredging (for maintenance dredging contract please refer to clause 6.23.6 of this contract.)								
28.	<i>Appendix to Tender</i>	Sheet 184 of 210	<i>Appendix to Tender (2 of 2)</i>	Delete the following row from the table: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 40%; text-align: center;">Minimum amount of Interim Payment Certificate</td> <td style="width: 15%; text-align: center;">3.13.5</td> <td style="width: 45%; text-align: center;">5% of the Accepted Contract Amount</td> </tr> </table>	Minimum amount of Interim Payment Certificate	3.13.5	5% of the Accepted Contract Amount			
Minimum amount of Interim Payment Certificate	3.13.5	5% of the Accepted Contract Amount								

ADDENDUM .1

APPENDIX - 1

ANNEXURE – 9

Information for security clearance

(Applicants to provide information in the formats provided below)

Format 1: Details of companies/Bidders/Consortium Partner(s)

- i. Name of the Company/Consortium Members and their address, including Address of Indian subsidiary or branch/liaison office, etc.
- ii. List of Promoters/Board of Directors of bidders/consortium members with particulars like, Name, Address – Permanent & Present, Nationality, etc.
- iii. Nature of the Company, whether private or State-owned entity.
- iv. Share holding details with particulars or entities/individuals having more than 5% stake with ownership details to the last layer indicating the promoting individual's time.
- v. Parental organisation and sister concerns.
- vi. Number of foreign national likely to be required for the execution of the project and their likely locations / deployment.
- vii. Presence of the investing companies/ Bidders/Consortium Partners and shareholders in the countries across the world, including collaborations with other foreign companies.

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ADDENDUM .1

Format 2

(i) Proposed – For individuals (Board of Directors)

S. No.	Full name of Board of Directors/ News editor	Date of Birth	Parentage	Complete Present & Permanent Address	Nationality	Passport Nos. and issue date, if any	Contact Address & telephone number, if any,
1	2	3	4	5	6	7	8

(ii) For Companies/firms

S. No.	Full name of Companies and its foreign collaborator if any; Including details of board of Director as in (i) above	Date of Registration	Present & Permanent Address including addresses of head office, Regional offices and Registered Office.	Link with Other firm	Activities and other Business owned	Name of CEO s/ Partners (with details)	Shareholding pattern for Applicant Company and investing company.	Details of earlier approvals, if any (Ref. No. & date)	Ultimate ownership of shareholding companies and the investing company along with detailed particular of owners.	Presence of investing Companies and shareholders in countries across the worlds, including collaborations with other foreign companies.
	2	3	4	5	6	7	8	9	10	11

(iii) Parental Organization and sister concerns

ADDENDUM .1

Format 3: Project work details

- i. Nature and scope of the project work – types of civil / engineering works required, Project cost etc.
- ii. Location and coverage area of the project site with info regarding sensitive/vital/defence installation in the vicinity (5kms radius area).
- iii. Model of project allocation – PPP, BOT, BOOT etc.
- iv. Duration of the project – completion, commissioning, lease period.
- v. Machineries or heavy/sophisticated equipment needed for the project.
- vi. Total Manpower projection for the execution of the project.
- vii. Number of foreigners' likely/necessary to be involved for the project completion.
- viii. Earmarked place for stay of foreigners with details.

ADDITIONAL PERFORMA – SECURITY CLEARANCE DEVELOPMENT OF MAJOR AND MINOR PORT (as provided by Ministry of Shipping vide letter No. PD-24018/4/2010-PD.I dated 14th August 2012).

- i. Details of the firms (Indian/Foreign) including foreign Consortium involved in the development

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ADDENDUM .1

ADDITIONAL PERFORMA FOR SECURITY CLEARANCE

i. Details in respect of Company/ Firm (Indian/ Foreign)

Sl. No.	Full name of Companies and its foreign collaborator or if any; Including details of Board of Directors as in (ii) below	Date of Registration	Present & Permanent Address of Head Office, Regional Offices and Registered Office.	Joint Ventures with other businesses owned	Activities and other Business owned	Name of CEO s/ Partners (with details) as in (ii) below	Shareholding pattern for Applicant Company (and investing company, if applicable)	Details of earlier approvals, if any (Ref. No. & date)	Ultimate ownership of shareholding companies (and the investing company, if applicable) along with detailed particulars of owners as in (ii) below
	2	3	4	5	6	7	8	9	10

Foreign investee/ partner company Self declaration regarding presence/ operation in China & Pakistan (if any)

ii. Details in respect of Directors/ Key Executives

Sl.No	Full Name of Board of Directors/ Executives	Present position held with date (since when)	Date of Birth	Parentage	Complete Present & Permanent Address	Nationality	Passport No. and issue date, if any	Contact Address & telephone number, if any

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- iii. Details of Shareholders (All firms/ companies/ entities to be included. Also, individuals having shareholding more than 10%)

Sl. No.	Full Name	Parentage Father/Mother	Date of Birth	Permanent Address	Complete Present Address	Present position held	Nationality (if holding dual nationality, both must be clearly mentioned)	% of Shares held in Other Company (if any) than name of Company & complete address may be provided

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ADDENDUM .1

ADDITIONAL PERFORMA – SECURITY CLEARANCE FOR BIDDERS (as provided by Ministry of Shipping vide letter No. PD-24018/12/2014-SCC dated 12th February 2016).

I. Details in the respect of the Company/Firm (Indian/Foreign)

Sl.No	Name of Firms/Bidders.	Date of registration of the company.	Address of Head Office, Regional Office and Registered Office.	Previous name of the company if any.	Details of earlier approvals, if any (ref.No & Date)

II. Details of respect of Director

Sl.No	Full Name of Board of Directors	Present position held with date (since when)	Date of Birth	Parentage	Present & Permanent Address	Nationality	Passport No. and issue date if any	Contact Address & telephone number

III. Details of Shareholders of applicant company (All firms/companies/entities/individuals having shareholding more than 10%)

Sl. No.	Full Name	Parentage Father/M other	Date of Birth	Permanent Address	Present Address	Present position held in the company if any	Nationality (if holding dual nationality, both must be clearly mentioned)	% of shares held in the Company

IV. Details of criminal cases, if any against the Company/Director(s) as per Annexure.

ADDENDUM .1

**Annexure: Self declaration for company of Directors for whom security clearance is
sought**

- a. Name and address and registration number of the company
- b. Name and address of owners, promoters and directors of the company
 1. _____
 2. _____
 3. _____
 4. _____
- c. Is the company owners, promoters or directors listed above the subject of any
 1. Preventive detention proceedings (PSA/NSA etc.) : Yes/No
 2. Criminal proceedings : Yes/No.
- d. If, Yes, please provide the following details
 1. Detention/Case/FIR/Warrant number:
 2. Police station/District/Agency:
 3. Section of law
 4. Name and place of the court:
- e. The above mentioned details are in respect of both India and any other foreign country.

Note: The above self declaration is required to be filled and signed by the authorized signatory of the company.

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ADDENDUM .1

APPENDIX-2

BILL OF QUANTITIES

SCHEDULE- B

PART A MAINTENANCE DREDGING (NAVIGATIONAL CHANNEL)

SR NO	DESCRIPTION	QTY	RATE	RATE	UNIT	UNIT	AMO UNT
			IN FIGU RE	IN WORD S	IN FIG	IN WORDS	
1	2	3	4	5	6	7	8
1	Maintenance Dredging in Navigational channel of Kandla Port between Buoy No. 8 to 12 (Zone-II) and disposing off the dredged material in the disposal area as shown in the drawings and as specified in sub-clause 6.23 maintenance of the navigational channel during the contract period including mobilization and demobilization of all equipment, insurance costs and all other incidental expenditure arising out of or in connection with the contract, etc	36			01 Month	One Month	
2	Maintenance Dredging in Navigational channel of Kandla Port between Buoy No. 4 to 8 (Zone-I) and disposing off the dredged material in the disposal area as shown in the drawings and as specified in sub-clause 6.23 maintenance of the navigational channel during the contract period including mobilization and demobilization	36			01 Month	One Month	

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SR NO	DESCRIPTION	QTY	RATE	RATE	UNIT	UNIT	AMO UNT	
			IN FIGU RE	IN WORD S	IN FIG	IN WORDS		
1	2	3	4	5	6	7	8	
	of all equipment, insurance costs and all other incidental expenditure arising out of or in connection with the contract, etc							
3	Dredging and removal of left out quantity in Navigational Channel of Kandla Port between Buoy No. 4 to 12 (ZONE-I & II) to achieve a depth of 9.0 m below CD from existing depths and disposing off the dredged material in the disposal area as shown in the drawings. The payment shall be made on the basis of total insitu quantity dredged in the area; however, the exact quantity shall be worked out on the quadruplicate/ quintuplicate pre-dredged and post dredged survey of the area as specified in sub-clause 6.23. The work includes mobilization and demobilization of all equipment, insurance costs and all other incidental expenditure arising out of or in connection with the contract, etc.	4,00,000			m ³	One Cubic Meter		
TOTAL FOR PART A								
PART B CAPITAL & MAINTENANCE DREDGING ALONG SIDE BERTHS AND IN KANDLA CREEK								
SR	DESCRIPTION	QTY	RATE	RATE	UNIT	UNIT	AMO	

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SR NO	DESCRIPTION	QTY	RATE	RATE	UNIT	UNIT	AMO UNT
			IN FIGU RE	IN WORD S	IN FIG	IN WORDS	
1	2	3	4	5	6	7	8
NO			IN FIGU RE	IN WORD S	IN FIG	IN WORDS	UNT
1	Maintenance Dredging in channel or in the creek and in front of cargo berths, oil jetties , maintenance jetty and zero panel of Kandla Port and disposing off the dredged material in the disposal area as shown in the drawings, the maintenance dredging is to be carried out up to a depth of 14.10 m below CD from the existing depths of the specified areas during the contract period including mobilization and demobilization of all equipment, insurance costs and all other incidental expenditure arising out of or in connection with the contract, etc. The payment shall be made on the basis of total insitu quantity dredged in the area; however, the exact quantity shall be worked out on the quadruplicate/ quintuplicate pre-dredged and post dredged survey of the area	4,00,000			m ³	One Cubic Metre	
2	Capital Dredging at alongside Cargo Berths / Oil Jetties, SNA jetty and kandla creek including dispose off the Dredged Material at dumping area from						

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SR NO	DESCRIPTION	QTY	RATE	RATE	UNIT	UNIT	AMO UNT
			IN FIGU RE	IN WORD S	IN FIG	IN WORDS	
1	2	3	4	5	6	7	8
	the Dredging area including Mobilization and Demobilizations-of all equipment, Insurance costs and all other incidental expenditure arising out of or in connection with the Contract etc. The payment shall be made on the basis of total insitu quantity dredged in the area. However, the exact quantity shall be worked out on the quadruplicate/ quintuplicate pre-dredged and post dredged survey of the area.	321,000			m ³	One Cubic Metre	
3	Salvaging of wooden logs, concrete lumps, Iron scrap etc from sea beds in dredging including disposal of the same at designated dumping yard, which will be in distance for a lead of 2 ~ 5 km from the berths, duly clean/ /wash as directed. The works also include suitable plants, equipments and labour etc, required for carrying out above Job. The quantity mentioned is tentative and vary to any extent, the payment shall be made on actual quantity salvaged.						
	a. Wooden logs of 3m to 5.0 m. length.	500			Per Log	Per Log	
	b. Wooden logs beyond 5.0 m up to	200			Per Log	Per Log	

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SR NO	DESCRIPTION	QTY	RATE	RATE	UNIT	UNIT	AMO UNT
			IN FIGU RE	IN WORD S	IN FIG	IN WORDS	
1	2	3	4	5	6	7	8
	10.0 m. length.						
	c. Wooden logs beyond 10.0 m. length.	200			Per Log	Per Log	
	d. Concrete Lumps etc.	50			MT	One Metric Tonne	
	e. Iron scrap.	100			MT	One Metric Tonne	
	f. Under-water objects weighing upto 2 tons	1			Per object	Per object	
	g. Under-water objects weighing 2 – 5 tons	1			Per object	Per object	
	h. Under-water objects weighing 5 – 15 tons	1			Per object	Per object	
	i. Under-water objects weighing 15 – 25 tons	1			Per object	Per object	
	j. Under-water objects weighing 25 – 50 tons	1			Per object	Per object	
	k. Under-water objects weighing 50 – 75 tons	1			Per object	Per object	
	l. Under-water objects weighing 75 – 100 tons	1			Per object	Per object	

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SR NO	DESCRIPTION	QTY	RATE	RATE	UNIT	UNIT	AMO UNT
			IN FIGU RE	IN WORD S	IN FIG	IN WORDS	
1	2	3	4	5	6	7	8
TOTAL FOR PART B							
GRAND TOTAL (TOTAL OF PART A &B) in figure							
GRAND TOTAL (TOTAL OF PART A &B) in words							

Note: The contractor has to quote the rates for all item of Part A & B inclusive of mobilization and demobilization charges of dredgers required to execute the work. The item of BOQ includes charges of Mobilization and Demobilizations, No separate charges will be paid for mobilization and demobilization of dredgers.

Contractor

Senior Engineer (PL)