

**TENDER FOR CAPITAL DREDGING FOR THE MANOEUVRING BASIN OF
INDIAN NAVY NORTH JETTY AT NAVAL BASE, KOCHI**
(T10/T-1997/2023-C)

ADDENDUM / CORRIGENDUM NO.9

The various Clauses in the Bid Document shall stand modified as indicated in the Table given below.

| Sl. No. | Reference Clause No. | Existing clause | Modifications |
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| 1. | Tender Call Notice / Letter of Bid/ Instructions to Bidders- Earnest Money Deposit (EMD) | Earnest Money Deposit (EMD) : Rs. 50 lakhs in the form of Bank Guarantee enforceable and encashable at Kochi | <u>To be replaced with:</u> Earnest Money Deposit (EMD) : Rs. 112.26 lakhs in the form of Bank Guarantee enforceable and encashable at Kochi |
| 2. | Clause 15 (b) Tender Call Notice and Clause 6.3(b) – Instructions to Bidders- | Last sentence: Similar Work means dredging and disposal of dredged spoil in marine environment using suitable dredger/ dredging equipment. | <u>To be replaced with :</u> <i>Similar Work means dredging and disposal of dredged spoil in marine environment by deploying dredgers such as Trailing Suction Hopper Dredger (TSHD) and / or Grab Dredgers and/ or Cutter Suction Dredger and / or any suitable Dredger.</i> |
| 3. | II- LETTER OF BID | <u>Para 3</u> The sum of Rs.56.13 lakhs in the form of Bank Guarantee, as required is enclosed as earnest money, the full value of which is to be absolutely forfeited to the Board in office should I/We withdraw the offer or revise or go back upon the terms of the bid; or fail to commence the work specified in the | <u>To be replaced with:</u> The sum of Rs.112.26 lakhs in the form of Bank Guarantee, as required is enclosed as earnest money, the full value of which is to be absolutely forfeited to the Board in office should I/We withdraw the offer or revise or go back upon the terms of the bid; or fail to commence the work specified in the memorandum or should I/We not furnish the Performance Security specified in the above memorandum, otherwise the said sum of |

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| | | memorandum or should I/We not furnish the Performance Security specified in the above memorandum, otherwise the said sum of Rs.56.13 lakhs in Bank Guarantee shall be retained by the Board on account of and towards such security deposit as aforesaid. | Rs.112.26 lakhs in Bank Guarantee shall be retained by the Board on account of and towards such security deposit as aforesaid. |
| 4. | Clauses 2.30.3 & 2.30.4 Special Conditions of Contract | <p>2.30.3 After attaining specified depth (-)10.0m CD / (-)6.0m CD, the work shall be treated as completed and will be taken over by the Employer. After taking over, maintenance of the achieved depth will not be the responsibility of the Contractor. The removal of siltation during the execution of the work shall be the responsibility of the Contractor.</p> <p>2.30.4 On or before the date of expiry of the Contract Period, the Contractor shall hand over to Employer the basin with the specified minimum depth of (-)10.0m CD / (-)6.0m CD.</p> | <p><u>To be replaced with:</u></p> <p>2.30.3 After attaining specified depth (-)10.0m CD / (-)6.0m CD / (-)2.0m CD, the work shall be treated as completed and will be taken over by the Employer. After taking over, maintenance of the achieved depth will not be the responsibility of the Contractor. The removal of siltation during the execution of the work shall be the responsibility of the Contractor.</p> <p>2.30.4 On or before the date of expiry of the Contract Period, the Contractor shall hand over to Employer the basin with the specified minimum depth of (-)10.0m CD / (-)6.0m CD / (-)2.0m CD.</p> |
| 5. | Clause 2.38.2.3 Special Conditions of Contract | It is also a term of this contract that if the Contractor does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be | <p><u>To be replaced with:</u></p> <p>It is also a term of this contract that if the Contractor does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 120 days of submission of final bill with all relevant supporting documents by the contractor, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the Contract in respect of these claims</p> |

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| | | discharged and released of all liabilities under the Contract in respect of these claims | |
| 6. | Clause 2.43.2 Special Conditions of Contract | If the Contractor suspends the work unilaterally without any valid reason acceptable to the Port, penalty at the rate of Rs.50,000 per day, for the first five days and Rs.1,00,000/day for the next seven days will be recovered from the Contractor . If the suspension period (non working days) exceeds 30 days, the contract is liable to be rescinded. | <u>To be replaced with:</u> If the Contractor suspends the work unilaterally without any valid reason acceptable to the Port, penalty at the rate of Rs.50,000/ per day, for the first five days and Rs.1,00,000/day for the subsequent days will be recovered from the Contractor. If the suspension period (non working days) exceeds 30 days, the contract is liable to be rescinded. |
| 7. | Clause 2.47 Special Conditions of Contract | Clause-2.47 Variation Exceeding +/- 30%: <i>If on certified completion of the whole of the works, it shall be found that a reduction or increase greater than 30 per cent of the sum named in the Letter of Acceptance results from:</i> <i>a) The Aggregate effect of all variation orders; and</i> <i>b) All adjustments upon measurement of estimated quantities set out in the Schedule of Quantities, but not from any other cause:</i> <i>the amount of the Contract Price shall be adjusted by such sum as may be agreed between the Contractor and the Employer or failing agreement, fixed by the Employer having regard to all material, and relevant factors, including the Contractor's site and general overhead costs of the Contract.</i> | <u>To be replaced with:</u> Clause-2.47 - Variation Exceeding +/- 30%: <i>If on certified completion of the whole of the works, it is found that an increase in quantity greater than 30% of the quantity as per Schedule of Quantities, results from:</i> <i>a) The Aggregate effect of all variation orders; and</i> <i>b) All adjustments upon measurement of estimated quantities set out in the Schedule of Quantities, but not from any other cause;</i> <i>the payment for the exceeded quantity beyond 130% of Schedule of Quantities shall be made at 90% of the quoted rate.</i> |

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| 8. | GENERAL | | Wherever the words " <i>Board of Trustees of Cochin Port</i> " is written shall be replaced with the words " <i>Board of Major Port Authority for Cochin Port</i> " |
| 9. | IV GENERAL CONDITIONS OF CONTRACT Clause 1.1.2.2 | "Employer" means the Board of Trustees of Cochin Port Authority constituted under the Major Port Trust Act 1963 as amended by the Major Port Trust's Amendment Act 1982 or its authorized representative. | <u>To be replaced with:</u> "Employer" means the Board of Major Port Authority for cochin Port constituted under the Major Port Authorities Act 2021. |
| 10. | IV GENERAL CONDITIONS OF CONTRACT -Appendix to Bid(1 of 2) | Board of Trustees of Cochin Port Authority | <u>To be replaced with:</u> Board of Major Port Authority for Cochin Port |
| 11. | IV GENERAL CONDITIONS OF CONTRACT Clause 10.6 Payment | a) the amount certified in each Interim Payment Certificate within 45 Days after the Engineer receives the Statement and supporting documents; and b) the amount certified in the Final Payment Certificate within 56 Days after the Employer receives this Payment Certificate. Payment of the amount due in Indian Rupees shall be made into the bank account, nominated by the Contractor. | <u>To be replaced with:</u> a) the amount certified in each Interim Payment Certificate within 30 Days after the Engineer receives the Statement and supporting documents; and b) the amount certified in the Final Payment Certificate within 50 Days after the Employer receives this Payment Certificate. Payment of the amount due in Indian Rupees shall be made into the bank account, nominated by the Contractor. |
