

RFP No: **CANW-1/IWAI/JMV/10**

Assignment Title: Construction of Multimodal IWT Terminal at Varanasi, Uttar Pradesh

Amendment – 1

This amendment forms an integral part of the Bid Document issued on 29th July, 2015.

Consequent to the Pre-bid meeting queries received from the potential Bidders regarding various issues, the modifications suggested to the original Bid Document for Construction of Multimodal IWT Terminal at Varanasi, Uttar Pradesh are as under:

S. no	Volume, Section and clause No. in Bid document	Original Text	Amendment
1	Vol I, Section II, ITB 7.1	<p>The e-procurement portal of the Employer is: https://eprocure.gov.in/eprocure/app</p> <p>The prospective Bidder can seek clarifications only through the e-procurement portal mentioned above. Clarifications sought through any other mode shall not be entertained. The Employer will upload its response on the e-procurement portal mentioned above and also the Employer's website i.e. https://eprocure.gov.in/eprocure/app without identifying the source.</p>	<p>The e-procurement portal of the Employer is: https://eprocure.gov.in/eprocure/app</p> <p>The prospective Bidder can seek clarifications by sending mails to mf.iwai@nic.in along with e-procurement portal of the employer.</p>
2	Vol I, Section II, ITB 13.1	Alternative bid shall be permitted.	Alternative bid shall not be permitted. The bidders can propose wells/pile foundation. No other alternative shall be allowed. Pile foundation as alternative to well foundation would be acceptable with relevant revision in design of deck superstructure and no other changes from the tender scheme would be accepted.

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3	Vol I, Section II, ITB 13.2	Alternative time for completion shall be permitted.	Alternative time for completion shall not be permitted.
4	Vol I, Section II, ITB 22.1	The deadline for bid submission is: Date: 11.09.2015 Time: 15:00 Hrs (IST) Bidders have to submit their bids electronically.	The deadline for bid submission is: Date: 14.09.2015 Time: 15:00 Hrs (IST) Bidders have to submit their bids electronically. Additionally, the Bidder should submit 1 (One) Original & 6 (Six) Copies of the complete bid duly page numbered & each page signed and should be clearly marked as Original & Copy 1, Copy 2 etc.
5	Vol I, Section III, Cl 2.4.2	b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities: <ul style="list-style-type: none"> • Designing of Jetty or Harbour in river/sea or a bridge in river of minimum INR 1456 Million or USD 24.27 Million • Designing of a bridge in river minimum INR 1456 Million or USD 24.27 Million • Marine / River civil works involving minimum 900 mm diameter or equivalent area piles in marine / river conditions • RCC well foundation works involving minimum 7000 mm diameter or equivalent area in marine river conditions. 	b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities: <ul style="list-style-type: none"> • Designing of Jetty or Harbour in river/sea or a bridge in river of minimum INR 1456 Million or USD 24.27 Million • Marine / River civil works involving minimum 900 mm diameter or equivalent area piles in marine / river conditions or <ul style="list-style-type: none"> • RCC well foundation works involving minimum 7000 mm diameter or equivalent area in marine/river conditions.
6	Vol I, Section VII, Article 2, Cl. 2.1 (b)	maintenance of the terminal in accordance with the provisions of this Agreement and in conformity with the requirements set forth in Schedule-E; and	Deleted
7	Vol I, Section VII, Article 3, Cl. 3.1.1	Subject to and on the terms and conditions of this Agreement, the Contractor shall undertake the survey, investigation including sub-soil investigation, design, engineering, procurement, construction, and maintenance of the terminal and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.	Subject to and on the terms and conditions of this Agreement, the Contractor shall undertake the survey, investigation including sub-soil investigation, design, engineering, procurement, construction of the terminal and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

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8	Vol I, Section VII, Article 3, Cl. 3.1.2	The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement. The Contractor shall comply with all environmental clearances required during construction and maintenance including implementation of Environmental Management Plan (EMP).	The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement. The Contractor shall comply with all environmental clearances required during construction including implementation of Environmental Management Plan (EMP).
9	Vol I, Section VII, Article 3, Cl. 3.1.6	The Contractor shall remedy any and all loss or damage to the terminal during the Maintenance Period at the Contractor's cost, including those stated in Clause 14.1.2, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the Authority or on account of a Force Majeure Event.	Deleted
10	Vol I, Section VII, Article 4, Cl 4.1.4	Delay in providing the Right of Way or approval of General Arrangement Drawing (GAD), as the case may be, in accordance with the provisions of Clause 4.1.3 shall entitle the Contractor to Damages in a sum calculated in accordance with the provisions of Clause 8.3 of this Agreement and Time Extension in accordance with the provisions of Clause 10.5 of this Agreement. For the avoidance of doubt, the Parties agree that the Damages for delay in approval of GAD shall be deemed to be equal to the Damages payable under the provisions of Clause 8.3 for delay in providing Right of Way.	Delay in providing the Right of Way in accordance with the provisions of Clause 4.1.3 shall entitle the Contractor to Damages in a sum calculated in accordance with the provisions of Clause 8.3 of this Agreement and Time Extension in accordance with the provisions of Clause 10.5 of this Agreement.
11	Vol I, Section VII, Article 4, Cl. 4.2	Maintenance obligations prior to the Appointed Date	Deleted
12	Vol I, Section VII, Article 8, Cl. 8.1 (b)	obtaining licences and permits for environment clearance for the Terminal.	Deleted
13	Vol I, Section VII, Article 10, Cl 10.1.4	The Contractor shall compute, on the basis of the Drawings prepared in accordance with Clause 10.2.4, and provide to the Authority's Engineer, the length, area and numbers, as the case may be, in	The Contractor shall compute, on the basis of the Drawings prepared in accordance with Clause 10.2.4, and provide to the Authority's Engineer, the

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		respect of the various items of work specified in Schedule-H and comprising the Scope of the Project. The Parties expressly agree that these details shall form the basis for estimating the interim payments for the Works in accordance with the provisions of Clause 19.3. For the avoidance of doubt, the sum of payments to be computed in respect of all the items of work shall not exceed the Contract Price, as may be adjusted in accordance with the provisions of this Agreement.	length, area and numbers, as the case may be, comprising the Scope of the Project. The Parties expressly agree that these details shall form the basis for estimating the interim payments for the Works in accordance with the provisions of Clause 19.3. For the avoidance of doubt, the sum of payments to be computed in respect of all the items of work shall not exceed the Contract Price, as may be adjusted in accordance with the provisions of this Agreement.
14	Vol I, Section VII, Article 10, Cl. 10.3.1	The Contractor shall construct the Terminal as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. 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. The 913th (nine hundred and thirteenth) day from the Appointed Date shall be the scheduled completion date (the “ Scheduled Completion Date ”) and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.	The Contractor shall construct the Terminal as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. 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. The 792th (seven hundred and Ninety second) day from the Appointed Date shall be the scheduled completion date (the “Scheduled Completion Date”) and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.
15	Vol I, Section VII, Article 10, Cl. 10.8	Not existing	Reports of unusual occurrence The Contractor shall, during the Construction Period, prior to the close of each day, send to the Authority and the Authority’s Engineer, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Terminal relating to the safety and security of the Users and terminal. A monthly summary of such reports shall also be sent within 3 (three) business days of the closing of month. For the purposes of this Clause 15.4, accidents and unusual occurrences on the terminal shall include:

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			<p>(a) accident, death or severe injury to any person;</p> <p>(b) damaged or dislodged fixed equipment;</p> <p>(c) flooding of terminal; and</p> <p>(d) any other unusual occurrence.</p>
16	Vol I, Section VII, Article 12, Cl. 12.2.5	<p>No Provisional Certificate shall be issued under the provisions of this Clause 12.2 until the Contractor has submitted valid claims for payment of at least 80% (eighty per cent) of the amount arrived at after reducing the lump sum price specified in Clause 19.1.1 by the amount attributable to works which have been withdrawn under the provisions of Clause 8.3.3. For the avoidance of doubt and by way of illustration, the Parties agree that if the Contract Price specified in Clause 19.1.1 is Rs. _____. (Rs. In figures) and the works withdrawn under Clause 8.3.3 have a value of Rs. ___ cr. (Rs. In figures), a Provisional Certificate shall not be issued until valid claims for payment of an amount of Rs. _____ (Rs. In figures) have been submitted by the Contractor in accordance with the provisions of this Agreement. It is further agreed that all price adjustments made in pursuance of Clause 19.10 shall not be reckoned for computation of the claims for payments referred to in this Clause 12.2.5.</p>	<p>No Provisional Certificate shall be issued under the provisions of this Clause 12.2 until the Contractor has submitted valid claims for payment of at least 80% (eighty per cent) of the amount arrived at after reducing the lump sum price specified in Clause 19.1.1 by the amount attributable to works which have been withdrawn under the provisions of Clause 8.3.3.</p>
17	Vol I, Section VII, Article 14	MAINTENANCE	Deleted
18	Vol I, Section VII, Article 15	SUPERVISION AND MONITORING DURING MAINTENANCE	Deleted
19	Vol I, Section VII, Article 16, Cl. 16.1	<p>The Contractor shall take all the required measures and make arrangements for the safety of Users during the construction and maintenance of the terminal or a Section thereof in accordance with the provisions of Standard Specifications. It shall provide, erect and maintain all such barricades, signs, markings, flags, and lights as may be</p>	<p>The Contractor shall take all the required measures and make arrangements for the safety of Users during the construction of the terminal or a Section thereof in accordance with the provisions of Standard Specifications. It shall provide, erect and maintain all such barricades, signs, markings, flags, and lights as may be required by Good Industry</p>

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		required by Good Industry Practice for the safety of the traffic passing through the Section under construction or maintenance.	Practice for the safety of the traffic passing through the Section under construction.
20	Vol I, Section VII, Article 16, Cl. 16.2	All works shall be carried out in a manner creating least interference to traffic passing through the terminal or a Section thereof. The Contractor shall take prior approval of the Authority's Engineer for any proposed arrangement for traffic regulation during Construction and Maintenance, which approval shall not be unreasonably withheld.	All works shall be carried out in a manner creating least interference to traffic passing through the terminal or a Section thereof. The Contractor shall take prior approval of the Authority's Engineer for any proposed arrangement for traffic regulation during Construction, which approval shall not be unreasonably withheld.
21	Vol I, Article 17, Cl. 17.1.1	The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the terminal or any Section thereof, till the expiry of a period of ____ (in figures) years commencing from the date of Provisional Certificate (the " Defects Liability Period "). Provided that the Defects Liability Period shall in no case be less than ____ (in figures) months from the date of Completion Certificate for and in respect of works for which Time Extension was granted. Provided further that in the event no Provisional Certificate is issued, the Defects Liability Period shall commence from the date of the Completion Certificate. For the avoidance of doubt, any repairs or restoration on account of usual wear or tear in the terminal or any Section thereof shall form a part of the Maintenance obligations of the Contractor as specified in Article 14.	The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the terminal or any Section thereof, till the expiry of a period of 1 (One) years commencing from the date of Provisional Certificate (the " Defects Liability Period "). Provided that the Defects Liability Period shall in no case be less than 12 (Twelve) months from the date of Completion Certificate for and in respect of works for which Time Extension was granted. Provided further that in the event no Provisional Certificate is issued, the Defects Liability Period shall commence from the date of the Completion Certificate.
22	Vol I, Section VII, Article 19, Cl. 19.1	The Authority shall make payments to the Contractor for the Works on the basis of the lump sum price accepted by the Authority in consideration of the obligations specified in this Agreement for an amount of Rs. (Rs.) (the " Contract Price "), which shall be subject to adjustments in accordance with the provisions of this Agreement. For the avoidance of doubt, the Parties expressly agree that the	The Authority shall make payments to the Contractor for the Works on the basis of the lump sum price accepted by the Authority in consideration of the obligations specified in this Agreement for an amount of Rs. (Rs.) (the " Contract Price "), which shall be subject to adjustments in accordance with the provisions of this Agreement. The Parties agree that save and except as provided in this Agreement, the Contract

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		Contract Price shall not include the cost of Maintenance which shall be paid separately in accordance with the provisions of Clause 19.7. The Parties further agree that save and except as provided in this Agreement, the Contract Price shall be valid and effective until issue of Completion Certificate.	Price shall be valid and effective until issue of Completion Certificate.
23	Vol I, Section VII, Article 19, Cl. 19.1.6	The Contract Price shall be paid in the currency or currencies named in the Schedule-T of this Agreement. The proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in Schedule-T. Payments for Change of Scope, Damages by the Authority and any other requirements as per this Agreement shall be paid in Indian Rupees. All deductions under this Agreement, payment of Damages by the Contractor and repayment of Advance by the Contractor shall be made in Indian Rupees.	The Contract Price shall be paid in the currency or currencies as agreed by both the parties of this Agreement. The proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments. Payments for Change of Scope, Damages by the Authority and any other requirements as per this Agreement shall be paid in Indian Rupees. All deductions under this Agreement, payment of Damages by the Contractor and repayment of Advance by the Contractor shall be made in Indian Rupees.
24	Vol I, Section VII, Article 19, Cl. 19.3.1	The Authority shall make interim payments to the Contractor as certified by the Authority's Engineer on completion of a stage, in a length, number or area as specified, and valued in accordance with the proportion of the Contract Price assigned to each item and its stage in Schedule-H.	The Authority shall make interim payments to the Contractor as certified by the Authority's Engineer on completion of a stage, in a length, number or area as specified, and valued in accordance with the proportion of the Contract Price assigned to each item as per Volume III of BOQ.
25	Vol I, Section VII, Article 19, Cl. 19.4	The Contractor shall submit a statement (the "Stage Payment Statement"), in 3 copies, by the 7th (seventh) day of the month to the Authority's Engineer in the form set forth in Schedule-O, showing the amount calculated in accordance with Clause 19.3 to which the Contractor considers himself entitled for completed stage(s) of the Works. The Stage Payment Statement shall be accompanied with the progress reports and any other supporting documents. The Contractor shall not submit any claim for payment of incomplete stages of work.	The Contractor shall submit a statement (the "Stage Payment Statement"), in 3 copies, by the 7th (seventh) day of the month to the Authority's Engineer in the form set forth in monthly RA Bill of Volume III, showing the amount calculated in accordance with Clause 19.3 to which the Contractor considers himself entitled for completed stage(s) of the Works. The Stage Payment Statement shall be accompanied with the progress reports and any other supporting documents. The Contractor shall not submit any claim for payment of incomplete stages of work.

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26	Vol I, Section VII, Article 19, Cl. 19.6	Monthly Maintenance Statement of the terminal	Deleted
27	Vol I, Section VII, Article 19, Cl. 19.7	Payment for Maintenance of the terminal	Deleted
28	Vol I, Section VII, Article 19, Cl. 19.10	Price adjustment for the Works	Deleted
29	Vol I, Section VII, Article 19, Cl. 19.11	Restrictions on price adjustment	Deleted
30	Vol I, Section VII, Article 19, Cl. 19.12	Price adjustment for Maintenance of terminal	Deleted
31	Vol I, Section VII, Article 19, Cl. 19.16	Final Payment statement of Maintenance	Deleted
32	Vol I, Section VII, Article 20, Cl 20.1	Insurance for Works and Maintenance	Insurance for Works
33	Vol I, Section VII, Article 23, Cl 23.2.1 (c)	the Authority has failed to provide, within a period of 180 (one hundred and eighty) days from the Appointed Date, the environmental clearances required for construction of the Terminal;	Deleted
34	Vol I, Section VII, Article 26, Cl 26.3.2 Point 5(a)	Proceedings shall be held in Chennai	Proceedings shall be held in New Delhi
35	Vol I, Section VII, Article 26, Cl 26.3.2 Point 5(e)	Court Jurisdiction: Chennai	Court Jurisdiction: New Delhi
36	Vol I, Section VII, Article 28, Cl 28.1	Not existing	"MoS" means the Ministry of Shipping or any substitute dealing with Inland Waterways
37	Vol I, Section VII, Schedule A	To be included	Please refer Cl 1.1 of Volume II
38	Vol I, Section VII, Schedule B	To be included	Please refer Cl 1.2 of Volume II
39	Vol I, Section VII, Schedule C	To be included	Deleted
40	Vol I, Section VII, Schedule D	To be included	Please refer Section 4 of Volume II
41	Vol I, Section VII, Schedules E & Annex I	Repair/rectification of Defects and deficiencies	Deleted
42	Vol I, Section VII, Schedules H	Contract Price Weightages	Deleted

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43	Vol I, Section VII, Schedules J	<p>PROJECT COMPLETION SCHEDULE</p> <p>1 Project Completion Schedule</p> <p>During Construction period, the Contractor shall comply with the requirements set forth in this Schedule-J for each of the Project Milestones and the Scheduled Completion Date. Within 15 (fifteen) days of the date of each Project Milestone, the Contractor shall notify the Authority of such compliance along with necessary particulars thereof.</p> <p>2 Project Milestone-I</p> <p>2.1 Project Milestone-I shall occur on the date falling on the 365th (three hundred and sixty fifth) day from the Appointed Date (the “Project Milestone-I”).</p> <p>2.2 Prior to the occurrence of Project Milestone-I, the Contractor shall have commenced construction of the Terminal and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 25% (twenty five per cent) of the Contract Price.</p> <p>3 Project Milestone-II</p> <p>3.1 Project Milestone-II shall occur on the date falling on the 550th (five hundred and fiftieth) day from the Appointed Date (the “Project Milestone-II”).</p> <p>3.2 Prior to the occurrence of Project Milestone-II, the Contractor shall have continued with</p>	<p>PROJECT COMPLETION SCHEDULE</p> <p>1 Project Completion Schedule</p> <p>During Construction period, the Contractor shall comply with the requirements set forth in this Schedule-J for each of the Project Milestones and the Scheduled Completion Date. Within 15 (fifteen) days of the date of each Project Milestone, the Contractor shall notify the Authority of such compliance along with necessary particulars thereof.</p> <p>2 Project Milestone-I</p> <p>2.1 Project Milestone-I shall occur on the date falling on the 365th (three hundred and sixty fifth) day from the Appointed Date (the “Project Milestone-I”).</p> <p>2.2 Prior to the occurrence of Project Milestone-I, the Contractor shall have commenced construction of the Terminal and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 15% (fifteen per cent) of the Contract Price.</p> <p>3 Project Milestone-II</p> <p>3.1 Project Milestone-II shall occur on the date falling on the 550th (five hundred and fiftieth) day from the Appointed Date (the “Project Milestone-II”).</p> <p>3.2 Prior to the occurrence of Project Milestone-II, the Contractor shall have continued with</p>

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		<p>construction of the Terminal and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 50% (fifty per cent) of the Contract Price.</p> <p>4 Project Milestone-III</p> <p>4.1 Project Milestone-III shall occur on the date falling on the 730th (seven hundred and thirtieth) day from the Appointed Date (the “Project Milestone-III”).</p> <p>4.2 Prior to the occurrence of Project Milestone-III, the Contractor shall have continued with construction of the Terminal and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 75% (seventy five per cent) of the Contract Price.</p> <p>5 Scheduled Completion Date</p> <p>5.1 The Scheduled Completion Date shall occur on the 913th (nine hundred and thirteenth) day from the Appointed Date.</p> <p>5.2 On or before the Scheduled Completion Date, the Contractor shall have completed construction in accordance with this Agreement.</p> <p>6 Extension of time</p> <p>Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project</p>	<p>construction of the Terminal and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 50% (fifty per cent) of the Contract Price.</p> <p>4 Project Milestone-III</p> <p>4.1 Project Milestone-III shall occur on the date falling on the 730th (seven hundred and thirtieth) day from the Appointed Date (the “Project Milestone-III”).</p> <p>4.2 Prior to the occurrence of Project Milestone-III, the Contractor shall have continued with construction of the Terminal and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 90% (ninety five per cent) of the Contract Price.</p> <p>5 Scheduled Completion Date</p> <p>5.1 The Scheduled Completion Date shall occur on the 792th (seven ninety two) day from the Appointed Date.</p> <p>5.2 On or before the Scheduled Completion Date, the Contractor shall have completed construction in accordance with this Agreement.</p> <p>6 Extension of time</p> <p>Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as</p>

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		Completion Schedule shall be deemed to have been amended accordingly.	the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.
44	Vol I, Section VII, Schedule K	<p>1 Schedule for Tests</p> <p>1.1 The Contractor shall, no later than 30 (thirty) days prior to the likely completion of construction, notify the Authority's Engineer and the Authority of its intent to subject the Terminal to Tests, and no later than 10 (ten) days prior to the actual date of Tests, furnish to the Authority's Engineer and the Authority detailed inventory and particulars of all works and equipment forming part of Works.</p> <p>1.2 The Contractor shall notify the Authority's Engineer of its readiness to subject the Terminal to Tests at any time after 10 (ten) days from the date of such notice, and upon receipt of such notice, the Authority's Engineer shall, in consultation with the Contractor, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests. The Authority's Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 12 and this Schedule-K.</p> <p>2 Tests</p> <p>2.1 Visual and physical test: The Authority's Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include measurement of crack, rutting area, area of potholes, depressions, shoving and</p>	<p>1 Tests after Completion</p> <p>1.1 Procedure for Tests after Completion</p> <p>If Tests after Completion are specified in the Contract, this Clause shall apply. Unless otherwise stated in the Contract:</p> <p>(a) All tests required by third parties including but not limited to Electricity Board, Fire, etc shall be in addition to the tests required by the Authority's Engineer. All such costs shall be borne by the Contractor;</p> <p>(b) the Contractor shall provide any other plant, equipment and suitably qualified and experienced staff, as are necessary to carry out the Tests after Completion efficiently; and</p> <p>(c) The Contractor shall carry out the Tests after Completion in presence of such Employer's and Contractor's Personnel as the Authority's Engineer may request.</p> <p>The Tests after Completion shall be carried out as soon as is reasonably practicable after the Works or Section have been taken over by the Authority's Engineer. The Authority's Engineer shall give to the Contractor 21 days' notice of the date after which the Tests after Completion will be carried out. Unless otherwise agreed, these Tests shall be carried out within 14 days after this date, on the day or days determined by the Authority's Engineer.</p>

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		<p>settlement and upheaval, shoulder drop, erosion of soil from embankment,</p> <p>2.2 Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be 2,000 (two thousand) mm for each kilometre.</p> <p>2.3 Tests for bridges: All major and minor bridges shall be subjected to the rebound hammer and ultrasonic pulse velocity tests, to be conducted in accordance with the procedure described in Special Report No. 17: 1996 of the IRC Highway Research Board on Non-destructive Testing Techniques, at two spots in every span, to be chosen at random by the Authority's Engineer. Bridges with an individual span length of 15 (fifteen) meters or more shall also be subjected to load testing.</p> <p>2.4 Other tests: The Authority's Engineer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Terminal with Specifications and Standards.</p> <p>2.5 Environmental audit: The Authority's Engineer shall carry out a check to determine conformity of the Terminal with the environmental requirements set forth in Applicable Laws and Applicable Permits. The Authority's Engineer shall audit for the compliance to the safeguard provisions stipulated in EMP as per Contract documents.</p> <p>2.6 Safety Audit: The Authority's Engineer shall carry out, or cause to be carried out, a safety audit</p>	<p>The results of the Tests after Completion shall be compiled and evaluated by the Contractor, who shall prepare a detailed report. Appropriate account shall be taken of the effect of the Authority's Engineer prior use of the Works.</p> <p>1.2 Delayed Tests If the Contractor incurs Cost as a result of any unreasonable delay by the Authority's Engineer to the Tests after Completion, the Contractor shall (i) give notice to the Employer and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such Cost.</p> <p>After receiving this notice, the Employer shall proceed in accordance to agree or determine this Cost.</p> <p>If for reasons not attributable to the Contractor, a Test after Completion on the Works or any Section cannot be completed during the Defects Notification Period, then the Parties shall within 21 days of such event, agree on the time-period and procedure to be adopted for conducting such Tests after Completion.</p> <p>1.3 Retesting If the Works, or a Section, fail to pass the Tests after Completion:</p> <p>(a) sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying of Defects] shall apply, and</p> <p>(b) either Party may then require the failed Tests, and the Tests after Completion on any related work,</p>

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		<p>to determine conformity of the Terminal with the safety requirements and Good Industry Practice.</p> <p>3. Agency for conducting Tests All Tests set forth in this Schedule-K shall be conducted by the Authority's Engineer or such other agency or person as it may specify in consultation with the Authority.</p>	<p>to be repeated under the same terms and conditions.</p> <p>If and to the extent that this failure and retesting are attributable to any of the matters listed in subparagraphs (a) to (d) of Sub-Clause 11.2 [Cost of Remedying Defects] and cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer.</p> <p>1.4 Failure to Pass Tests after Completion If the following conditions apply, namely: (a) the Works, or a Section, fail to pass any or all of the Tests after Completion, (b) the relevant sum payable as non-performance damages for this failure is stated (or its method of calculation is defined) in the Contract, and (c) the Contractor pays this relevant sum to the Employer during the Defects Notification Period, then the Works or Section shall be deemed to have passed these Tests after Completion.</p> <p>If the Works, or a Section, fail to pass a Test after Completion and the Contractor proposes to make adjustments or modifications to the Works or such Section, the Contractor may be instructed by (or on behalf of) the Authority's Engineer that right of access to the Works or Section cannot be given until a time that is convenient to the Employer. The Contractor shall then remain liable to carry out the adjustments or modifications and to satisfy this Test, within a reasonable period of receiving notice by (or on behalf of) the Authority's Engineer of the time that</p>

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			<p>is convenient to the Employer. However, if the Contractor does not receive this notice during the relevant Defects Notification Period, the Contractor shall be relieved of this obligation and the Works or Section (as the case may be) shall be deemed to have passed this Test after Completion.</p> <p>1.5 Completion Certificate Upon successful completion of Tests, the Authority's Engineer shall issue the Completion Certificate in accordance with the provisions of Article 12.</p>
45	Vol I, Section VII, Schedule M	PAYMENT REDUCTION FOR NON-COMPLIANCE	Deleted
46	Vol I, Section VII, Schedule Q	<p>Tests on Completion of Maintenance Period</p> <p>1. Riding Quality test:</p> <p>Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be 2,500 (two thousand five hundred) mm for each kilometre.</p> <p>2. Visual and physical test:</p> <p>The Authority's Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical</p>	<p>Tests on Completion of Defect Liability Period</p> <p>1. Crane Test: The tests shall comprise the following: (A) Equipment/unit assembly test. (B) Contractor(s)' adjustments and settings. (C) Satisfactory completion of no load tests for each equipment. (D) Final Operational Tests such as Commissioning and Performance Guarantee Test of each equipment. Before any electrical system is put to use, the Contractor(s) shall carry out the following tests at site in the presence of and to the satisfaction of the Engineer.</p> <ul style="list-style-type: none"> • Insulation resistance tests on cables, motors, switchgear and generators. • Polarity tests wherever applicable. <p>2. Area Lighting Level Test: Contractor shall in the presence of client representative measure lux level through lux meters</p>

S. no	Volume, Section and clause No. in Bid document	Original Text	Amendment																														
		<p>tests shall include measurement of cracking, rutting, stripping and potholes and the permissible values are given below:</p> <p>Area of cracking: 3 % area Area of rutting: 1 % area Area of stripping: Nil Area of potholes: 0.1 % area</p>	<p>at various points in the following areas and ensure lux levels as mentioned are achieved:</p> <p>i) Jetty Area : Minimum 20 lux ii) Road : Minimum 20 lux iii) Worker's Amenity Block : Minimum 200 lux iv) Electrical sub-station : Minimum 200 lux</p>																														
47	Vol II, CI 1.2.3	<p>Stone pitching works shall be carried out at the site to protect the river bank from current & waves. A length of 200m behind the jetty shall be protected by the stone pitching works. The general arrangement of these works is shown in the Drawing EPIL-MMT-C-211.</p>	<p>Stone pitching works shall be carried out at the site to protect the river bank from current & Minor waves due to movement of boats/Vessels. A length of approximately 370 m behind the jetty shall be protected by the stone pitching works. The general arrangement of these works is shown in the Drawing EPIL-MMT-C-211-R1.</p>																														
48	Vol II, CI 1.2.7	<p>Internal roads shall be provided as per the layout shown in tender document drawings. Any culverts required at the crossing of the drains and drainage system shall be provided.</p> <p>Details of Roads as planned have been provided herein below:</p> <table border="1" data-bbox="583 1068 1234 1320"> <thead> <tr> <th>Road Type</th> <th>Overall Width</th> <th>Carriageway Width</th> <th>Width of Paved Shoulders on either side of Carriageway</th> <th>Width of Treated Shoulders on either side of Carriageway</th> <th>Approximate length</th> </tr> </thead> <tbody> <tr> <td>Type R1</td> <td>22 m</td> <td>7.5 m</td> <td>1 m</td> <td>1 m</td> <td>650 m</td> </tr> <tr> <td>Type R2</td> <td>12m</td> <td>5 m</td> <td>0.75 m</td> <td>0.75 m</td> <td>365 m</td> </tr> </tbody> </table> <p>Layout of Roads and Typical Cross sections are shown in Drawing EPIL-MMT-C-246.</p>	Road Type	Overall Width	Carriageway Width	Width of Paved Shoulders on either side of Carriageway	Width of Treated Shoulders on either side of Carriageway	Approximate length	Type R1	22 m	7.5 m	1 m	1 m	650 m	Type R2	12m	5 m	0.75 m	0.75 m	365 m	<p>Internal roads shall be provided as per the layout shown in tender document drawings. Any culverts required at the crossing of the drains and drainage system shall be provided.</p> <p>Details of Roads as planned have been provided herein below:</p> <table border="1" data-bbox="1272 1068 1923 1279"> <thead> <tr> <th>Road Type</th> <th>Overall Width</th> <th>Carriageway Width</th> <th>Width of Paved Shoulders on either side of Carriageway</th> <th>Width of Treated Shoulders on either side of Carriageway</th> <th>Approximate length</th> </tr> </thead> <tbody> <tr> <td>Type R2</td> <td>12m</td> <td>5 m</td> <td>0.75 m</td> <td>0.75 m</td> <td>365 m</td> </tr> </tbody> </table> <p>Layout of Roads and Typical Cross sections are shown in Drawing EPIL-MMT-C-246 – R1.</p>	Road Type	Overall Width	Carriageway Width	Width of Paved Shoulders on either side of Carriageway	Width of Treated Shoulders on either side of Carriageway	Approximate length	Type R2	12m	5 m	0.75 m	0.75 m	365 m
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49	Vol II, CI 1.2.13	Mobile Harbour Crane	Mobile Harbour Crane																														

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		Two numbers of diesel operated mobile harbour crane having lifting capacity of 50 T at 18 m radius shall be procured & install at the proposed multimodal jetty. The said crane shall handle the cargo from design vessels at all anticipated water levels.	Two numbers of diesel operated mobile harbour crane having lifting capacity of 50 T at outreach of 17 m to 18 m radius shall be procured & installed at the proposed multimodal jetty. The said crane shall handle the cargo from design vessels at all anticipated water levels.
50	Vol II, CI 2.1.3	The design bed level at the Jetty shall be taken as +3.5 m.	The river bed level at the proposed jetty site shall be taken as +44.0 m
51	Vol II, CI 2.1.4.2	The load combinations shall be in accordance with IS 4651 (Part IV) and any other combinations as instructed by the Employer during detail engineering.	The load combinations shall be in accordance with IS 4651 (Part IV)
52	Vol II, CI 3.7.2	The Employer shall provide land area limited to 2 acres within the Project Site for the Contractor's working area. No space for the labour camp shall be provided.	The Employer shall provide land area limited to 2 acres within the Project Site for the Contractor's working area. Additional 3 acre of land may be provided on shared basis with other contractor.
53	Vol II, CI 4.4.1	The Contractor shall first clear the area of any obstructions or old structures and carry out a detailed topographic survey of the whole area. Formation level shall be such that there shall be no flooding of the site. It is proposed to provide the formation level of RL + 75.0 m within the port area, upto the boundary wall of the port, road area and locations where buildings have to be constructed.	The Contractor shall first clear the area of any obstructions if any and carry out a detailed topographic survey of the whole area. Formation level shall be such that there shall be no flooding of the site. It is proposed to provide the formation level of RL + 75.0 m within the terminal area, upto the boundary wall of the Terminal, road area and locations where buildings have to be constructed.
54	Vol II, CI 6.2.2.1	Crane Classification Heavy lift operation 50 T on hook - A4 Grab Operation - A8 Container Operation - A7	Crane Classification Heavy lift operation 50 T on hook - A4 Grab Operation - A8 Container Operation - A6/A7
55	Vol II, CI 6.2.7.14	Electrical Control System / Central Control Computer	Electrical Control System / Central Control Computer

S. no	Volume, Section and clause No. in Bid document	Original Text					Amendment				
		All crane functions shall be controlled and monitored by a programmable logic controller (PLC). The PLC hardware and software system shall be of an international well-known brand, preferably Siemens, to facilitate maintenance and troubleshooting by local engineers without the need of prior extensive special training on the manufacturer's own system.					All crane functions shall be controlled and monitored by a programmable logic controller (PLC). The PLC hardware and software system shall be of an international well-known brand, Seimens or equivalent, to facilitate maintenance and troubleshooting by local engineers without the need of prior extensive special training on the manufacturer's own system.				
56	Vol III, Bill No. 5	S. No.	Description	Qty.	Unit	Amount	S. No.	Description	Qty.	Unit	Amount
		5.1	Mobile Crane One Mobile crane complete in all respects including all necessary structural steel, mechanical component parts, switch gear, controls, cables, on-board PLC hardware, software and logic programming and the like necessary for a complete operating machine and ready to use as per approved specifications including testing, inspection, commissioning and defect rectifications.	1	LS		5.1	Mobile Crane One Mobile crane complete in all respects including all necessary structural steel, mechanical component parts, switch gear, controls, cables, on-board PLC hardware, software and logic programming and the like necessary for a complete operating machine and ready to use as per approved specifications including testing, inspection, commissioning and defect rectifications.	2	LS	
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