

MINUTES OF PRE – BID MEETING HELD ON 16.01.2015 AT 1500 HRS. AT IWAI NOIDA OFFICE RELATED TO TENDER FOR PROVIDING ASSURED DEPTH OF 2.2 / 2.5 M IN NAVIGATIONAL CHANNEL IN PATNA - VARANASI STRETCH OF NATIONAL WATERWAY 1 (RIVER GANGA).

- I. The list of the participants who attended this meeting is at Appendix – 1.
- II. Member (Technical), IWAI welcomed the participants to the pre – bid meeting. A brief was given to the bidders regarding Tender work and the field conditions of the site.
- III. It was noted that some bidders had requested for clarification on tender document in writing prior to pre-bid meeting. The participants were requested to submit their queries / clarification raised during the meeting also in writing by e-mail.
- IV. On the request of most of the bidders, it was decided that IWAI would organize a visit of the one of the river stretch between Varanasi & Patna which can be logistically covered in one day sometime end January or early February 2015. Participants were requested to furnish name of their representative who would visit to site. It was also stated by IWAI that the date for submission of bids will be extended to a suitable date after this proposed visit.
- V. The Clarifications on the queries raised by the bidders are enclosed as Annex – 1. These queries and their clarification would be treated as integral part of this tender.
- VI. **Further, it may please be noted that the bidders are essentially required to furnish the alternate BoQ / BoQ's for 2.5m besides the BoQ / BoQ's for 2.2m in the respective stretch / stretches for which they have submitted their bids.**

The list of the participants;

I. IWAI

1. Shri Pravir Pandey, Member(Finance)
2. Shri R.P.Khare, Member(Technical)
3. Cdr. P.K.Srivastava, Hy.Chief
4. Shri. M.K. Saha, Director (P&C)
5. Shri Ajay Gupta, CAO
6. Shri A. Selvakumar, AHS
7. Shri. Sanjeev Kumar, JHS

II. Representatives of Prospective Bidders

Representing

- | | |
|---------------------------------------|---|
| 1. Shri Harsharan Siya | M/s Rock & Reef Dredging Pvt. Ltd. |
| 2. Shri C.R. Sundararajan | M/s RRR Construction |
| 3. Capt. I.K. Jha | M/s Prayati Shipping Pvt. Ltd. |
| 4. Shri Vijay Arora | M/s Prayati Shipping Pvt. Ltd. |
| 5. Shri DeveshKalra | M/s KNK Ship Management |
| 6. Shri AnshumanDubey | M/s Chinar Shipping |
| 7. Shri Arun Singh | M/s Sea Dogs Marine Services Pvt. Ltd. |
| 8. Shri Uttam Singh Bisht | M/s Safeway Dredging Enterprises, |
| 9. Shri Manish Siraram | M/s Monnet International Ltd |
| 10. Shri Shomendra Murari | M/s IL & FS – 1 DC |
| 11. Shri Mahesh Zagade | M/s NMDC/ National Marine & Infra (I) Pvt. Ltd. |
| 12. Shri KarthikeyaAnam | M/s Madhava Marine |
| 13. Shri Aman Kumar | M/s Sri Avantika Contractors (I) Ltd., |
| 14. Shri A.K. Ghosh, GM | M/s Dharti Dredging & Infrastructure Pvt. Ltd. |
| 15. Shri D.V. VenugopalRao& Ms.Ritika | M/s Ocean Sparkle Ltd. |
| 16. Shri Haritha k | M/s International Seaport Dredging Ltd. |
| 17. Shri SagarGangwal | M/s SPML Infra Ltd. |
| 18. Shri K. Nagendra Prasad | M/s Akash Dredging & Marine Services |
| 19. Shri Vikash Sharma | M/s Vijeta Projects & Infrastructure Ltd. |
| 20. Capt. Partho Das | M/s Alpha Tech Pvt. Ltd. |
| 21. Shri Mr. J.B. Chauhan | M/s Shiv Shakti Marine. |

INLAND WATERWAYS AUTHORITY OF INDIA

Clarification on quarries submitted by the bidders

TENDER FOR ASSURED DEPTH IN PATNA - VARANASI STRETCH OF NATIONAL WATERWAYS -1 (GANGA)

Sl. No.	Details of queries	REPLY
	Ocean Sparkle Ltd	
1	<p>Page-8, Section-II- ITB, clause 5.2 (b); We request your kind attention to the qualification criteria Clauses and request to kind amend / clarify the Clause as requested below:-</p> <p>(B) As majority of the work under the tender document is DREDGING we request that the “Development Work” be replaced by “Dredging Work”.</p> <p>(i) Total value of Dredging and other works must be met by combination of Dredging Work (75% in terms of value) and remaining 25% by Civil/other Work. Further, the Dredging work & civil work considered for qualification can either be under a single Contract or under two different Contracts if the same is for the same work or its continuation.</p> <p>C) We are of the opinion that the value of similar work is on higher side. Therefore we request you to kindly reduce the value of the same. This will also qualify more bidders and thereby offer competitive rates to IWAI. In view of the above we request you to kindly amend the clause as below:</p> <p>One similar work costing not less than Rs. 30 crores or Two similar works costing not less than Rs 15 crores each or Three similar works costing not less than Rs 10 crores each.</p> <p>(D) We wish to submit that the contracts Work considered under the tender have long term tenure. Therefore, we request you to kindly allow bidders to use experience of ongoing contracts for the purpose of qualification. In this regard, the value of the ongoing works be considered till the date of submission of Tender for qualification purpose.</p>	<p>(B) No amendment is considered necessary</p> <p>(i) New Para under clause 5(b) is inserted at the end of this clause; <i>“Similar development work means, IWT/Marine works/activities like development of ports/IWT terminals, maintenance dredging, capital dredging, river conservancy works etc. However bidders must have at least one experience of dredging in sea / river / coastal areas”.</i></p> <p>(C) Work costing related to eligibility criteria for technical bid for each stretch of work under clause 5.2 (b) is amended as follows;</p> <p><i>“One similar work costing not less than Rs. 30 crores or Two similar works costing not less than Rs 20 crores each or Three similar works costing not less than Rs 15 crores each.”</i></p> <p>(D) Ongoing work shall be considered for the above mentioned criteria if the value of work as mentioned is already completed till date accordingly certificate from the Client is required to be furnished.</p>
2	<p>Page-37, Section-VI- Schedules, Schedule 'B' Clause (vii); We request you to kindly provide us the clause No. 34.6 as the same is not provided in the tender document.</p> <p>(a) Milestones – WE wish to submit that the Table</p>	Revised SECTION VI Schedule will be issued separately as a Corrigendum.

	<p>under Milestone does not provide any value. Please clarify the same to be completed by the Contractor. Kindly clarify if the same is applicable.</p> <p>(b) Further, if any Mile Stones are contemplated by IWAI they are to be intimated to bidders.</p>	
3	<p><u>Page-67, Section-VI- General condition of the Contract, clause 42.1;</u></p> <p>We request you to kindly clarify the method which will be followed by IWAI for payment of on account.</p>	For details please refer clause no. 6 of Section VIII, Technical & Special conditions.
4	<p><u>Page-76, Section-VII- Technical & Special condition, clause 6 (v) (a);</u></p> <p>(1) We wish to submit that the clause V (a) stipulates cumulative deductions from the payments to Contractor. Please specify the time schedule to achieve the required depth in a particular area.</p> <p>(2) We also request you to specify the length of each stretch.</p> <p>(3) We suggest to keep milestones for achieving specified depths by segregating each stretch into at least 10 different areas. Milestones to be linked to such areas and not for whole stretch together.</p>	<p>(1) Time schedule to achieve the required depth is throughout the year except relaxation mentioned under clause 6 (v) (b).</p> <p>Keeping in the view of similar request from the many bidders during the pre bid meeting under clause 6.0 (v) (b) words "two months" is replaced by "six months".</p> <p>(2) Refer the BoQ's</p> <p>(3) Not agreed to.</p>
5	<p><u>Page-67, Part-1, Section-VI- General condition of the Contract, clause 42.1 and Part-II, Price bid schedule of monthly payment;</u></p> <p>Clause No. 42 states on account payment with due verification of measurement book, where as Annex to BOQ i.e. Schedule of payment giving fixed % of amount payable in each month.</p> <p>The above clauses are contradicting each other. Please clarify/amend the clauses suitably.</p>	Measurement book recording shall be based on the least depth maintained on weekly basis in each stretch and accordingly fixed percentage of amount is payable month wise as per Schedule of payment based on the criteria laid under clause 6 (v) (a) of Section-VII- Technical & Special condition. There is no contradiction noted in the refer clause hence no amendment is required.
6	<p><u>Page-11, Section-II- ITB- A. General, clause 9;</u></p> <p>Considering the length of the stretch of the proposed work being too long, the time for understanding the pattern of the proposed channel is not sufficient, hence it is requested to extend the date of submission of bids by another 30 days i.e. till 10th March 2015. Reason: To have sufficient understanding of scope of job and to have site familiarization.</p>	Extension of Bid submission date will be considered keeping in the view of bidders request to understand the nature of work for preparation of bid after site visit and a realistic final date shall be notified through Corrigendum
7	<p><u>Page-18, Section-II- ITB , D-Submission of Bids, clause 29 (t);</u></p> <p>As most of the CSD's are Dumb Dredgers, hence instead of registration certificate proof of ownership of dredgers to be considered.</p>	For Dumb dredgers, proof of ownership of dredgers will also be considered.
8	<p><u>Page-25, Section-III, Bidding data, reference clause- 1;</u></p> <p>Request to provide the present Bathymetric soundings of the proposed 3 stretches in Patna – Varanasi.</p> <p>Provide the borehole data / soil data of the navigational area where dredging is essential and bore holes shall be taken at interval not more than 500mtrs of channel</p>	<p>Link for IWAI website containing the LAD /</p> <p>River Notice details is http://iwai.nic.in/index1.php?lang=1&level=1&sublinkid=81&lid=96.</p>

	length.	Bore hole data is not available with IWAI
9	<p><u>page-24, Section-II, F.- Award of contract, clause- 43.2 and page- 46, Section- VII- General conditions of Contract, clause- 12- Commencement of work;</u></p> <p>The said two clauses are in contradiction to each other. We understand that the agreement will be signed within 28 days of issue of LOA and the contract shall commence 20 days after the signing of the agreement.</p> <p>As Mobilization would involve road transportation with specialized trailers which move on less speed due to restrictions. Further the assembly also will take time, accordingly it is requested to provide sufficient time for mobilization to the contractor by amending the clause as "within 20 days after the signing of the agreement"</p>	<p>Agreement shall be signed within 28 days of issue of Letter of Acceptance.</p> <p>The contractor shall commence the work within 20 days of issue of Letter of Commencement. A new line is inserted at the end under clause 43.2 is as follows:</p> <p><i>"After signing of agreement by both parties, IWAI will issue a letter of commencement of work."</i></p> <p>SECTION VII- GENERAL CONDITIONS OF CONTRACT: CLAUSE 12- COMMENCEMENT OF WORK - first line is amended as;</p> <p><i>The contractor shall commence the work at the respective sites within 20 days of the issue of Letter of Commencement after signing of Agreement.</i></p>
10	<p><u>page-24, Section-II, F- Award of works, clause- 44.1 and page 41, Section -VII, GC of Contract, clause 3.1- Performance Guarantee;</u></p> <p>Request you to confirm that the Performance Security shall be provided within 28 days of issue of the Letter of Acceptance (LOA)/ Work Order from the Employer. This clause is in contradiction with the clause 3.1 of Section VII.</p>	<p>SECTION VII of General condition of the contract under Sub-Clause 3.1 Performance Guarantee - first Para shall be read as</p> <p><i>"The Contractor shall In accordance with the form prescribed within 28 days of the issue of Letter of Acceptance</i></p>
11	<p><u>page-26, Section-III, Bidding data, reference clause of ITB- 44.1;</u></p> <p>We request to kindly amend the clause as follows: "In the form bank Guarantee issued by a bank as specified in clause 3 of General Conditions of Contract for an amount equivalent to 10% of the annual contract price."</p>	Amendment under this Clause is not agreed to.
12	<p><u>Page-36, Section-VI, Schedules, Schedule 'B' reference sub clause (vii);</u></p> <p>We understand that the maximum deviation to the scope of work shall not exceed the limit of 25%. Any additional cost related to this shall be paid by the Authority/ Employer.</p>	Clarification at sl. No. 2 above may be referred to.
	<p><u>Page 47, Section -VII, GC of Contract, clause 16: Deviation;</u></p> <p>Further any deviation to the scope of work and cost related to it, should be mutually agreed between the Contractor and the Authority / Employer. Kindly confirm.</p> <p>The mention clause 16.3, 16.5, 16.6 do not exists in the tender document. Kindly clarify.</p>	<p>Sub- Clause 16.4 is renamed as 16.3 of section - VII, General conditions of contract.</p> <p>Revised SECTION VI Schedule will be issued separately as a Corrigendum.</p>

13	<p><u>Page 42, Section -VII, GC of Contract, clause - 3.10 - Performance Guarantee & security deposit and page 53 & 54, Section -VII, GC of Contract, clause - 25.12 :</u> We request you to kindly delete the words “any other contract” as the compensation/ payments/ penalties should be only related to this contract. Every contract has its own specific in flow and out flow of cash and cannot be linked to other projects as its affects the project’s viability and continuity.Request you to amend the related clauses as well.</p>	No amendment to the existing Clause is considered necessary.
14	<p><u>Page 42, Section -VII, GC of Contract, clause - 3.5 - Performance Guarantee & security deposit;</u> We request you to kindly specify the minimum number of dredgers to be deployed within the specified capacity of dredger mentioned in the contract. We also request to provide the siltation pattern OR observed pattern of shoals formation of the river in the past 5years is essential to estimate and execute works to avoid later date rectification.</p>	<p>The bidders are advised to visit the Site and its surroundings to collect the required information and access the requirement of dredgers / equipments to be deployed for the work by themself.</p> <p>The link of IWAI website containing the LAD / River Notice is given below for reference. http://iwai.nic.in/index1.php?lang=1&level=1&sublinkid=81&lid=96</p>
15	<p><u>Page 42, Section -VII, GC of Contract, clause 3.9: Performance Guarantee & security deposit;</u> We request you to amend the clause as 10 days upon receipt of memo to explain the reasons by contractor. Request to limit the deduction of payment as per the conditions laid in the Contract in case contractor disagree OR unable to rectify the progress of work accelerated to the pre-defined level as per contract at the risk and cost of the contractor.</p>	No Change is considered in the existing clause.
16	<p><u>Page 50, Section -VII, GC of Contract, clause 24.2: Work during night or on Sunday and holidays;</u> Since Dredging is continuous operation in order to achieve the targeted depths, contractor should be allowed to work on round the clock even on Sundays and holidays except on public holidays. It is requested that IWAI to notify the Public Holidays when work should be stopped.</p>	Agreed subject to following the applicable labour law, law and order etc. Prior intimation should also be given to EIC from time to time.
17	<p><u>Page 51, Section -VII, GC of Contract, clause 25.2: Labour;</u> Kindly amend the clause as Monthly instead of Fortnight as Monthly.</p>	No amendment is considered necessary
18	<p><u>Page 54, Section -VII, GC of Contract, clause 25.16: REMOVAL OF CONTRACTOR’S MEN ;</u> We wish to submit that workers used for pipeline maintenance, bandalling work etc., will work under the supervision of skilled persons, hence these workers are considered as Un-Skilled Labour which contractor is allowed to employ for such activities.</p> <p>For the purpose of compliance of statutory obligations, this clarification is essential.</p>	No amendment is considered necessary. This is applicable only when deployed labour is incompetent to perform the duty properly by which in the opinion of EIC or his representatives by which it will lead to non compliance the requirements of maintaining the channels as per contract.
19	<p><u>Page 55, Section -VII, GC of Contract, clause 27: PROTECTION OF THE ENVIRONMENT;</u> Request to specify what parameters are required to be monitored by the Contractor.</p>	Contractor shall carry out all the environmental protection/ mitigative measures as per Government norms. The Contractors has to access the requirement of environmental issues

	This is required to calculate the anticipated amount to be considered in the quote and to have fair understanding	based on their work methodology. Hence no amendment is considered necessary.
20	Page 58, Section -VII, GC of Contract, clause 31.4: Contractor liability and insurance; Since the scope of work is to maintain the depth of 2.2. Mtr on the Navigable channel, it is clear that the equipments will work on channel, It is requested that as and when floating traffic is envisaged by the authority it is to be informed to the contractor at least 48 Hours in advance to clear the channel. Such stoppages to be considered as Idle Time and Idle time charges for Men and Equipment to be paid by IWAI.	No amendment in this clause is considered necessary. Contractor has to provide safe passage to the floating traffic during the work in progress in entire stretch.
21	Page 56, Section -VII, GC of Contract, clause 29: Force majeure; We request the addition of the following : If any of the Force Majeure conditions exists for continuous period of 30 days, either party shall have the right to terminate the agreement. Reason: Kindly appreciate that the Contractor shall incur huge amount of idle charges and standing cost and they would not be able to take up alternate deployment for the vessels.	Idling charges on any account are not considered in the contract. No amendment in this clause is considered necessary.
22	Page 56, Section -VII, GC of Contract, clause 29: Force majeure; We request that the work should not be suspended for the reasons other than the default of the contractor and idle charges should be paid for this period.	There will be no Idling charges for the reason as stated under this clause. Therefore no Change is considered in the existing clause.
23	Page 61, Section -VII, GC of Contract, clause 35.1 (i): Corrupt practice & termination of Contract in full or in part; We request that the contractor should be given a cure period of 30 days.	No Change is considered in the existing clause.
24	Page 61, Section -VII, GC of Contract, clause 35.1, 35.3 and 35.4: Corrupt practice & termination of Contract in full or in part; In case the default persists beyond the cure period of 30 days, the Authority shall have the right to terminate the contract and to impose penalty charges which should be restricted to a maximum of the PBG amount. However at no point of time the Authority shall take possession of all the equipments of the contractor. Hence, we request suitable modification.	No Change is considered in the existing clause.
25	Request Additional Clause to be added: “Notwithstanding anything to the contrary mentioned in this Contract, the Contractors liability under this Contract for the particular contractual year shall be limited to the amount of the Performance Bank Guarantee of 10% of the annual contract value” The large number of operational risks cannot be mitigated only by price escalation and hence penalty should be limited else participation would be restricted.	Since the total value of the contract is for five years not on the yearly basis, therefore the performance BG of 10% is considered accordingly and hence Insertion of additional clause is not considered necessary.
26	Page 62 & 63, Section -VII, GC of Contract, clause 35.2: Corrupt practice; We request that the contractor shall have the right to	No Change is considered in the existing clause.

	<p>terminate this contract only.</p> <p>We request deletion of "all or any other Contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of General Condition and Special conditions"</p>	
27	<p><u>Page 65, Section -VII, GC of Contract, clause 38.1: Liquidated damages:</u> We request to kindly amend this clause as follows;</p> <p>.... To be computed per day basis on the annual value of the contract subject to a maximum of 10% of the annual Contract value.</p>	No Change is considered in the existing clause.
28	<p><u>Page 67, Section -VII, GC of Contract, clause 42.1: Payment on account:</u> Recorded in the measurement book(s) shall be completed within 15 days after field work measurement.</p> <p>As the contractor shall have fixed liabilities every month like loan repayment, repair and maintenance cost of vessels, manpower cost etc</p>	<p>Recording in the measurement book can be done only after inspection and preparation of final chart handed over to EIC or to their representatives. Therefore it is responsibility of Contractor to do at earliest and submit the same for other procedure to be followed for payment as per the provisions of the contract.</p> <p>Therefore no Change in the existing clause is considered necessary.</p>
29	<p><u>Page 68, Section -VII, GC of Contract, clause 45: Payment on final bill:</u> Kindly appreciate that the contractor shall have fixed liabilities every month like loan repayment, repair and maintenance cost of vessels, manpower cost etc. Therefore to meet these liabilities the Contractor shall require payment to be made each month. Hence we request payment should be made monthly and within 15 days of submission of invoice by the Contractor.</p> <p>Reason: This is a standard industry practice.</p>	Clause 45 is in respect of final bill only which will happen only once for monthly bills. Please refer clause 42.1. Therefore, No Change is required in the existing clauses.
30	<p><u>Page 68, Section -VII, GC of Contract, clause 42.7: Payment on account and clause -43 : Taxes, Duties and Levies etc.:</u> TAXES, DUTIES AND LEVIES ETC. Clause No.42.7 AND Clause No.43 are contradicting. As per clause 42.7 the service tax is reimbursed by the employer. We request you to kindly clarify. Further, we request you to consider the following points: 1. Any change in the tax rates after the bid submission date should be paid by the Authority/ Employer. 2. The price quoted should be exclusive of all indirect taxes. 3. All applicable indirect taxes should be on account of the Employer/ Authority</p>	<p>Service Tax will be reimbursed by IWAI at the prevailing rates in the monthly bill against the submission of proof of payment as per clause 42.7.</p> <p>However, as per clause 43, if contractor pay any taxes for purchasing of material or any tax paid for performance of contract, the same is not reimbursable under any circumstances.</p> <p>The price quoted should be as per BOQ format wherein only the service tax is to be exclusive of total quoted price. All other taxes / duties etc. are to be included in the quoted prices. Therefore, no change is considered necessary in the existing clauses.</p>
31	<p><u>Page 69, Section -VII, GC of Contract, clause 46.2: Over</u></p>	Please understand that this is assured

	<p><u>Payments and Under payments;</u></p> <p>Contractor should be allowed to handover the areas to IWAI upon arriving at the specified depth under this contract.</p> <p>During the period of maintenance of depth, if in case of any siltation by which the depths have changed, the contractor should not be held liable.</p> <p>Request to provide the siltation pattern of the stretch to consider the same in preparing the methodology.</p>	<p>depth contract and channel size and its depth is required to be maintained throughout of the year. Siltation is a normal phenomenon in the alluvial river therefore all measures/ care to be taken by the contractor to maintain the navigational channel of required depth during the entire contract period. Regarding the siltation patterns please try to collect the information during the site visit & in consultation with our regional office at Patna & Varanasi. Hence, request for Changes in the existing clause is not considered necessary.</p>
32	<p><u>Page 72, Section -VII, GC of Contract, clause 53: Advance Payment;</u></p> <p>The upfront cost for mobilization men and equipment is high, hence it is requested that the contractor should be given interest free advance payment.</p>	<p>To meet the upfront requirement only advance payment provision is kept in the tender document. This advance is interested bearing as per GOI norms. No Changes in the existing clause can be considered.</p>
33	<p><u>Page 72, Section -VII, GC of Contract, clause 50.3 : Arbitration;</u></p> <p>We request that the arbitrators should be from the approved panel of ICA only. Hence, the words “not necessarily” be deleted.</p>	<p>No amendment is considered in the existing clause.</p>
34	<p><u>Page 75, Section -VIII, Technical and Special conditions, clause A.1 : Objective and area of work;</u></p> <p>It is requested to provide the number of navigational markings to be made by the contractor on contour, so that contractor can estimate the number of navigational markings to be installed.</p> <p>Also provide specification of Navigational Markings for better understanding.</p>	<p>The Contractor has to provide sufficient number of marks to show the route of navigational channel being maintained by them with 2.2 m depth and 45m width.</p> <p>Specification of Navigation markings is provided at Enclosure - 3 (page 89 of tender document).</p>
35	<p><u>Page 75, Section -VIII, Technical and Special conditions, clause A.-4.1 : Scope of work;</u></p> <p>It is requested to amend the clause as “Dredging is to be carried out with suitable cutter suction dredger having capacity of 150-500 M3 solids per hour. Considering the low water depth in certain areas and possible requirement of more number of units the contractor may opt to have more smaller dredgers positioned at different areas to minimise loss of time in mobilizing of large distances.</p>	<p>Yes agreed. The SECTION-VIII, Technical & Special Conditions- Clause: A. 4.1 shall be read as:- <i>'Dredging is to be carried out with suitable cutter suction dredgers having capacity of 150-500 M3 solids per hour in shallow patches.'</i></p>
36	<p><u>Page 76, Section -VIII, Technical and Special conditions, clause A.-4.2: Scope of work;</u></p> <p>Request to share the information with all the bidders or alternatively IWAI may provide the path of the specified file from their website for accessing.</p> <p>Further it is requested to provide the siltation pattern known to IWAI of the proposed stretch of last 5 years, to enable contractor to understand the pattern of siltation and to consider the same in the workings.</p>	<p>The link of IWAI website containing the LAD / River Notice is given below for reference.</p> <p>http://iwai.nic.in/index1.php?lang=1&level=1&sublinkid=81&lid=96</p> <p>There is no standard siltation pattern in this alluvial river. The bidder has to use his own judgement before bidding. He can also visit site and IWAI offices at</p>

		Patna and Varanasi to have some idea of the river.
37	<p>Page 76, Section -VIII, Technical and Special conditions, clause A.-4.3: Scope of work; It is requested that IWAI to provide the Map of the proposed stretch marked with Bridges / locks etc., with its dimensions if available. Further it is also requested to provide the Road Approaches to the proposed stretch which is required to plan the Mobilization of the Equipment.</p>	These details are available in river notices published by IWAI every fortnightly and can be accessed on IWAI's website. The bidders are also advised to visit the site for knowing the details. Bidders are requested to do their own due diligence for getting information / their assessment about these factors.
	<p>Page 77, Section -VIII, Technical and Special conditions, clause A.-6.0(iii): Technical specification and Page 81, Section -VIII, Technical and Special conditions, clause A.-7.0(xvii): other conditions; We request that the Authority shall identify the disposal sites. Also requisite permissions/ clearances for dumping the dredged material should be the responsibility of the Authority. The contractor shall assist the Authority in their best possible way. At no point of time the responsibility should be passed on to the contractor. In case of any delay in the acquisition of the dumping site and its necessary permissions/ clearances, the Contractor shall not be held responsible and no liability shall be imposed on such delay.</p>	No change is considered in the existing clause.
38	<p>Page 77, Section -VIII, Technical and Special conditions, clause A.-6.0(v): Technical specification; We request amendment as follows: a) The tolerance allowable in width shall be 5 m from the edge of the channel..... and that in depth +30 cms from the specified depth</p> <p>We wis to submit that As per BS 6349-5:1991(Code of practice for Dredging & Land reclamation) the width and depths are request to amend.</p>	By increasing the allowable minimum horizontal and vertical tolerance the quantum of work only we are going to increase and for that there is no additional payment provision in the contract. However Contractor is free to dredge the channel beyond the minimum allowable tolerance keeping in the view of maintenance of navigational channel as per his perspective.
39	<p>Page 79, Section -VIII, Technical and Special conditions, clause A.-6.6 : Escalation; With fuel being the only item for escalation calculation and monthly payments being the BOQ item, changes to be made in the rate based on the date of official declaration of such escalation in the vicinity of the site.</p>	<p>The word "<i>price of HSD / diesel / HSD</i>" used under clause escalation in section - VIII - Technical and Special conditions is replace by the word "<i>price of Main fuel / fuel</i>".</p> <p>For calculation of fuel escalation, price of the fuel used for works shall be reckoned on 1st calendar day of every month. Further, places at which the Price of main fuel can be considered for the different stretches are as follows; 1.Patan- Balia stretch - Patna 2.Balia-Gazipur stretch - Varanasi 3.Gazipur-Varanasi stretch - Varanasi</p> <p>No other change is considered necessary under clause escalation.</p>
40	<p>Page 80, Section -VIII, Technical and Special conditions, clause A.-7.0(iii): Other Conditions; Barge / Vessel Movement schedule to be intimated by IWAI in writing to the Contractor at least 48 Hours in</p>	Clarification at sl. No. 20 above may be referred to.

	advance to plan the activity.	
41	<p><u>Page 80, Section -VIII, Technical and Special conditions, clause A.-7.0(iv) : Other Conditions;</u></p> <p>It is requested to consider for payment of Idle time charges for Men and Equipment deployed by the Contractor if the work is stopped / suspended for more than 24 Hrs for the reasons not attributable to the Contractor.</p>	Clarification at sl. No. 20 above may be referred to. No amendment is considered necessary under this clause.
42	<p><u>Page 80, Section -VIII, Technical and Special conditions, clause A.-7.0(ix): Other Conditions;</u></p> <p>This should apply only in case of wilful default of the persons engaged by Contractor.</p>	No amendment is considered necessary under this clause.
43	<p><u>Page 81, Section -VIII, Technical and Special conditions, clause A.-7.0(xiii): Other Conditions;</u></p> <p>Considering the essence of this contract is of maintaining of the channel, the choice, size and number of dredgers should be the contractors discretion. For qualification it may be ascertained the contractor has sufficient fleet to service the intended works.</p>	Keeping in the view of nature of River Ganga capacity of the dredger mentioned is only indicative. The choice of dredger size, capacity and total numbers will always with the contractor, however EIC approval is required when any change is proposed.
44	<p><u>Page 81, Section -VIII, Technical and Special conditions, clause A.-7.0(xix): Other Conditions;</u></p> <p>Understand that IWAI is having vast experience in maintaining the proposed stretch. Request to share the data of sunken objects, structures act so that cost of same can be taken into account.</p>	These kinds of object are rarely found in the river. However, floating debris and wooden logs may be encountered. We do not have the data available for the same. Bidders are requested to do their own due diligence for getting information / their assessment about these factors.
45	<p><u>Page 81, Section -VIII, Technical and Special conditions, clause A.-7.0(xxvii) : Other Conditions;</u></p> <p>This clause should be deleted as the requirements and parameters are not known or declared and hence this is not possible to estimate. This thus should be part of IWAI's scope.</p>	No change is considered necessary.
46	<p><u>Page 25, Section -III, Bidding data, Reference clause -1 of ITB ;</u></p> <p>Request to provide the Bathymetric soundings of specified shoal area in the proposed 3 stretches in Patna – Varanasi.</p> <p>Please provide the following data.</p> <ol style="list-style-type: none"> Currents at different part of the stretches Nature of the bottom soil Water level of the river (predicted) month wise Quantity of silt expected to be dredged for each stretch per season Nature and size of shoals including the distance between shoals for each stretch Channel stability over the stretch including the marking of the unstable areas. <p>As per Section 8: Tech & Special conditions clause 6.0 (II): Disposal of Dredged material within 50Mtrs of the dredging location or to an secondary channel. Hence, we understand that there is no requirement for identification of dumping site</p>	<p>Bidders are requested to do their own due diligence for getting information / their assessment about these factors.</p> <p>This site specific decision has to be taken by the bidder on day to day basis during the contract period.</p>

47	<p><u>Page 78, Section -VIII, Technical and Special conditions, clause A-6.3: Escalation:</u> We request you to kindly consider 0.30 (30%- pre determined) as the Component of HSD. This is a general industry practice.</p>	No amendment is considered necessary under this clause.
48	<p><u>Page-24, Section-II, F- Award of works, clause- 44.1 : Performance security and Guarantee for payment security and page 41, Section -VII, GC of Contract, clause 3.1- Performance Guarantee:</u> Request you to confirm that the Performance Security shall be provided within 28 days of issue of the Letter of Acceptance (LOA)/ Work Order from the Employer. This clause is in contradiction with the clause 3.1 of Section VII. Further it is requested to amend the Performance Security equal to 5%. This is the General industry practice.</p>	<p>Clarification at sl. No. 10 above may be referred to.</p> <p>Amendment regarding the performance security is not considered necessary.</p>
49	<p><u>Page 42, Section -VII, GC of Contract, clause 3.5:</u> 1. We request IWAI to specify the minimum number of dredgers to be deployed within the specified capacity of dredger mentioned in the contract. 2. Alternatively provide the estimated quantities to dredged from the each stretch with the disposal areas within the designated lead available in the banks. Further the information on the website shall not be sufficient to estimate / assess the works. 3. The information so provided by IWAI shall clearly specify the navigational areas with the widths 32 M (shoal) & 45 M required along with specification and intervals of navigation markings required in the channel.</p>	Clarification at sl. No. 34 & 46 above may be referred to. Bidders are requested to do their own due diligence for getting information / their assessment about these factors.
50	<p><u>Page 42, Section -VII, GC of Contract, clause 3.9:</u> The schedule of work to be mutually decided on completion of mobilization of dredgers along with its accessories and pipelines. The priority areas for dredging is only upon execution of joint bathymetric survey. Hence the clause to be amended accordingly.</p>	Amendment under this Clause is not agreed to.
51	<p><u>Page 55, Section -VII, GC of Contract, clause 27: PROTECTION OF THE ENVIRONMENT:</u> Request to kindly specify the scope / elaborate on the monitoring mechanism to be followed by the Contractor. Reason: To calculate the anticipated amount to be considered in the quote and to have fair understanding</p>	Bidders are requested to do their own due diligence for getting information / their assessment about these factors.
52	<p><u>Page 65, Section -VII, GC of Contract, clause 38.1: Liquidated damages:</u> We request to kindly amend the clause as follows: ... to be computed per day basis on the annual value of the contract subject to a maximum of --% of the annual contract value. Request to amend the clause as “maximum of 5% of the annual value of contract for the concerned year”.</p>	No change is considered necessary under this clause.
53	<p><u>Page 67, Section -VII, GC of Contract, clause 42.1:</u></p>	Interim bill can be claimed at the end of

	<p><u>Payment on account;</u></p> <p>Request to fix the calendar month for the purpose of interim bills.</p>	<p>every month based on schedule of inspection during every month as per clause 39 , other relevant GC clauses like 40,41 etc. , and Technical & special condition clauses including schedule of payment.</p>
54	<p><u>Page 72 & 73, Section -VII, GC of Contract, clause 53: Advance Payment;</u></p> <p>The upfront cost for mobilization men and equipment is high, hence it is requested that the contractor should be given interest free advance payment for specific period of 9 months.</p>	<p>Clarification at sl. no. 32 above may be referred to.</p>
55	<p><u>Page 75, Section -VIII, Technical & special conditions Clause A.1: Objective and Area of work;</u></p> <p>It is requested to provide the number of navigational markings to be made by the contractor on contour, so that contractor can estimate the number of navigational markings to be installed.</p> <p>Provide specification & quantity / intervals of Navigational Markings for understanding & to estimate the cost to include in the tender.</p>	<p>Clarification at sl no. 34 above may be referred to. Bidders are requested to do their own due diligence for getting information / their assessment about these factors.</p>
56	<p><u>Page 76, Section -VIII, Technical & special conditions Clause 4.2;</u></p> <p>Request to share the information with all the bidders or alternatively IWAI may provide the path of the specified file from their website for accessing.</p> <p>Further it is requested to provide the siltation pattern of the proposed stretch of last 5 years, to enable contractor to understand the pattern of siltation and to consider the same in the workings.</p> <p>The tender documents shall contain detailed information about the stretch. Illustratively, some of them are given herein below:</p> <ol style="list-style-type: none"> Currents at different part of the stretches Nature of the bottom soil Water level of the river (predicted) month wise Quantity of silt expected to be dredged for each stretch per season Nature and size of shoals including the distance between shoals for each stretch Channel stability over the stretch including the marking of the unstable areas. 	<p>Bidders are requested to do their own due diligence for getting information / their assessment about these factors.</p>
57	<p><u>Page 76, Section -VIII, Technical & special conditions Clause 4.3;</u></p> <p>It is requested that IWAI to provide the Map of the proposed stretch marked with Bridges / locks etc., with its vertical clearances, passing width dimensions. Further it is also requested to provide the Road Approaches to the proposed stretch which is required to plan the Mobilization / movement of the Equipment.</p>	<p>Clarification at sl no. 37 above may be referred to. Further bidders are advised to collect the information during their site visit in consultation with our regional office at Varanasi and Patna for each stretches.</p>
58	<p><u>Page 77, Section -VIII, Technical & special conditions</u></p>	<p>Clarification at sl no. 37 & 46 above may</p>

	<p><u>Clause 6.0(iii); and Page 81, Section -VIII, Technical and Special conditions, clause A.-7.0(xvii) : other conditions:</u></p> <p>We request that the IWAI shall identify the disposal sites. Also requisite permissions/ clearances for dumping the dredged material should be the responsibility of the Authority. The contractor shall assist the Authority in their best possible way. At no point of time the responsibility should be passed on to the contractor. In case of any delay in the acquisition of the dumping site and its necessary permissions/ clearances, the Contractor shall not be held responsible and no liability shall be imposed on such delay.</p>	be referred to.
59	<p><u>Page 77, Section -VIII, Technical & special conditions Clause 6.0(v) Technical Specifications:</u></p> <p>The payment shall be on the basis of the channel being kept open with a minimum depth of 2.00 m maintained for a minimum period of 25 days in a month. Further, no vessel shall be stranded for more than 48 hours at a time. Payment shall be made at the end of each calendar month within 15 days from the date of submission of bills.</p>	No amendment in this clause is considered necessary.
60	<p><u>Page 78, Section -VIII, Technical & special conditions Clause A.6.0(vi)</u></p> <p>The stretch / shoal areas which requires frequency of interval for carrying survey to be mutually decided basis on the upon execution of pre-dredging joint bathymetric survey. However the stretch shall be surveyed jointly once in a month. Hence the clause to be amended accordingly. Reason: Weekly joint surveys in the total stretch is practically difficult, limiting necessary shoal areas would facilitate the contractor to concentrate on the actual work which requires to keep navigation operations progressing.</p>	Assured Depth contract is envisaged to maintain the channel of required depth throughout the year. Payment of monthly bills is based on weekly surveys. Separate arrangements for the survey including man and equipment to be kept ready by the contractor for joint inspection so that it can be ascertained that navigational channel of the stretch is maintained with specified depth. Work related to maintenance of that navigational channel is not linked with the periodical inspection. Therefore amendment under this clause is not agreed to.
61	<p><u>Page 78, Section -VIII, Technical and Special conditions, Clause A.6.0(viii):</u></p> <p>The stretch / shoal areas which require frequency of interval for carrying survey to be mutually decided basis on the upon execution of pre-dredging joint bathymetric survey. However the stretch shall be surveyed jointly once in a month. Hence the clause to be amended accordingly.</p> <p>Request to amend the clause as “Contractor is to prepare and submit Running Account (RA) Bills based on the latest charts and submit to IWAI for approval along with Soft copy, Echo roll, Measurement Book etc. of pertaining to current period.</p>	Amendment under this clause is not agreed to.
62	<p><u>Page 81, Section -VIII, Technical and Special conditions,</u></p>	Clarification at sl. No. 44 above may be

	<p>clause A.-7.0(xix): other conditions: Understand that IWAI is having vast experience in maintaining the proposed stretch. Request to share the data of sunken objects, structures act.</p> <p>Contractor will assist for removal of such object if it can be cleared within the capacity of mobilized fleet.</p> <p>Alternatively the channel permitted to mark for movement of cargo, if the sufficient width available.</p>	referred to.
63	We request you to kindly modify the Price bid (Rate Schedule). The rate should be quoted only on the basis of Indian Rupees Per Meter length per day of the channel in each segment.	Amendment requested is not agreed to.
64	Payment to be made at the end of each month for the on actual number of days and for the actual length completed/maintained as per IWAI's specification.	Amendment requested is not agreed to.
65	Measurements may be done by IWAI as frequently as desired and lengths that are incomplete or insufficient in depth/width to be deducted for the number of days that they were not provided as per specification. This may be further modified to allow 70/80/90% payment if the channel specification meets 70/80/90% of the parameters specified. Example if the channel width required is 32m and the achieved is 80% (i.e.25.6m) for a period of 15 days then 80% payment maybe sanctioned for the period of 15 days and 100% for the balance 15 days.	Amendment requested is not agreed to.
66	Contractor is to be allowed to augment the number of dredgers to the extent desired for various seasons based on the estimated dredging requirements from time to time.	Clarification at sl. No. 43 & 49 above may be referred to.
67	<p><u>Page 8, Section -II, Instructions to the Bidders (ITB), A. General, Clause no. 5.2: Qualification of the bidder;</u></p> <p>We request your kind attention to the qualification criteria clauses and request to kindly amend / clarify the clause as requested below:</p> <p>(B) As majority of the work under the tender documents is DREDGING were request that the "Development Work" be replaced by "Dredging Work / Marine Services / Port Services".</p> <p>C) We are of the opinion that the value of similar work is on higher side. Therefore we request you to kindly reduce the value of the same. This will also qualify more bidders and thereby offer competitive rates to IWAI. In the view of the above we request you to kindly amend the clause as below:</p> <p>One similar work costing not less than Rs.30 crores or Two similar works costing not less than Rs.15 crores each or Three similar works costing less than Rs.10 crores each.</p>	Clarification at sl. No. 1 above may be referred to.

	We wish to submit that the contracts work considered under the tender have long term tenure. Therefore, we request you to kindly allow bidders to use experience of ongoing contracts for the purpose of qualification. In this regard, the value of the ongoing works be considered till the date of submission of Tender for qualification purpose.	
PRAYATI SHIPPING PVT. LTD.		
68	LAD survey monthly records for the entire stretch.	Clarification at sl. No. 36 above may be referred to.
69	Dredging done by IWAI or contractor with locations (positions) records, time and duration of dredgers employed at each location.	Clarification at sl. No. 49 above may be referred to.
70	In case of contractor total amount of work awarded.	Bidders are requested to do their own due diligence for getting information / their assessment about these factors.
71	Any penalties imposed on such contractor for not achieving target. What was short fall of the target?	Not relevant.
72	Location and number of shoals year wise.	Bidders are requested to do their own due diligence for getting information / their assessment about these factors.
73	Location and size of shoals which needed to be an attended twice or more in a year.	
74	Location and numbers of shoals which were cleared by bundling.	
75	Total number of bundling done with location. Total cost of bundling done as per contract.	
76	Monthly dredging reports (DDR) by IWAI for the stretch.	Not available.
77	Behaviour of the river the Ganges for the stretch over last 10 years.	Bidders are requested to do their own due diligence for getting information / their assessment about these factors.
78	Full style of contractors who carried out bandalling successfully in past years.	
79	Reports serial no. 1,3,15,16,19,26,28 & 29 as appear in the IWAI website under the heading" STUDIES UNDER TAKEN BY IWAI".	These reports are not relevant for present tender. However, bidders are requested to do their own due diligence for getting information / their assessment about these factors.
80	<u>Page 8, Section - II, ITB, Clause 5.2a:</u> Average annual financial turnover during last three years ending 31st March of the previous financial should be at least Rs. 15 crores for each stretch of works. It is understood that if a company has to bid for all 3 stretch, his turn over should be 3 x 15 i.e. 45 crores	Yes
81	<u>Page 8, Section - II, ITB, Clause 5.2b:</u> Evidence of experience and completion certificate issued by concerned organizationThe below mentioned work costing shall be considered only for each stretch of work. It is understood that if a company has to bid for all 3 stretch, they have to comply separately i.e. work experience shown in the one tender cannot be shown for another stretch.	The criteria laid under clause 5.2 (b) is applicable for only one stretch of work. If bidders want to quote for all three stretches then the evidence of experience required to be furnished as per clarification at sl.no. 1 above is as follows:- 1. One similar development work costing not less than Rs.90 crores or 2. Two similar development work costing

	Example- for entire 3 stretch the company should have experience of 9 work x 20 crores each	not less than Rs.60 crores or 3. Three similar development work costing not less than Rs.45 crores.
82	<u>Page 8, Section - II, ITB, Clause 5.2;</u> To verify if same work exp can be used for other stretch of work and 2 jobs can allotted (amount to be revised to 2,15,10 cr)	No
83	<u>Page 8, Section - II, ITB, Clause 5.2(a);</u> Lines of credit of 15 cr. to reduce to 5 cr.	No changes considered necessary.
84	<u>Page 9, Section - II, ITB, Clause 5.3;</u> Instead of company make SPV	No
85	<u>Page 14, Section - II, ITB, Clause 23.4;</u> Unless otherwise.... Same not clear and needs explanation.	<i>Sub - Clauses 20.1, 20.2, 20.3 and 20.4 under clause 23 - bid price of section - II, of ITB, are renamed as - 23.1, 23.2, 23.3 and 23.4 respectively.</i> This clause refers the clause - 6 - Escalation under section VIII - Technical and Specification condition. The Clause 6.0 - Escalation, Clause 7.0 - Other conditions, Clause 8.0 - Bandalling and Clause 9.0 - day channel marking are renumbered as clause 7.0, 8.0, 9.0 and 10.0 respectively. Subsequently above referred sub clauses are re numbered accordingly.
86	<u>Page 15, Section - II, ITB, Clause 26.6;</u> Bid security If the amount to be refunded on signing of agreement will be 20 lakhs or 60 lakhs per stretch.	Submitted bid security of Rs.20 lakhs in the form of DD and Rs.40 lakhs in the form of BG for each stretches will be returned after finalisation of tender.
87	<u>Page 17, Section - II, ITB, Clause 29 i;</u> Bank solvency certificate Bank solvency certificate to be reduced from 20 cr to 5 cr.	Amendment under this clause is not considered necessary.
88	<u>Page 18, Section - II, ITB, Clause 29r;</u> Details of concurrent commitments.... Need to explained as not very clear.	Amendment under this clause is not considered necessary.
89	<u>Page 8, Section - II, ITB, Clause 5.2b;</u> Technical qualification 20, 25, 40cr to be reduced to 10,15,25cr.	Clarification at sl. No. 1 above may be referred to.
90	<u>Page 6 of NIT - Critical dates;</u> Tender filing date Tender submission and filing to be extended to 27th April 2015	Clarification at sl. No. 6 above may be referred to.
91	<u>Page 26, ref. clause. ITB - 26, Section III, Biding data;</u>	No

	Bid Security Require of Bank guarantee of 40 lakhs not possible and can be produced on getting the work.	
92	<u>Page 36, Section - VI, Schedules;</u> What is Security deposit?	Please refer clause 3 of section VII of general condition of contract for understanding and clarification.
93	<u>Page 36, Section - VI, Schedules, Clause B(iii);</u> Time allocated for submission should be changed to 45 day from existing 15 days	Clarification at sl. No. 6 above may be referred to.
94	<u>Page 36, Section - VI, Schedules, Clause B(vii);</u> Deviation of 25% not clear and missing 16.3,16.5 & 16.6 as indicated	Clarification at sl. No. 12 above may be referred to.
95	<u>Page 37, Section - VI, Schedules, Clause (xi);</u> Milestone Clause not clear and missing clause 34.5, 34.6, pl clarify	do
96	<u>Page 41, Section - VII, General condition of contract, Clause 3.1;</u> Bank guarantee to be renewable till the completion of contract and expiry to be reduced from 90 days to 30 day after end of 'Period of Liability'	No amendment is considered necessary in this clause.
97	<u>Page 11, Section - II, ITB, Clause 9;</u> SITE VISIT IWAI to provide sailing from Varanasi to Patna in order to see the entire stretch of river and advice charges towards the contractor.	Site visit is planned during the first week of February 2015 due to foggy weather in the river. For details bidders are advised to contact Sh. M.K. Saha, Director (P&C) whose contact details are available in tender document. There would be no charges for this visit. However, the bidders have to make their own arrangement for reaching Varanasi and staying there.
98	<u>Page 72, Section - VII, General condition of contract, Clause 50;</u> Arbitration Place of arbitration to be in Delhi jurisdiction	No amendment is considered necessary under this clause.
99	<u>Page 59, Section -VII, General condition of contract, Clause 31.6 (a) i,ii;</u> Injury/ compensation death Injury/ compensation death should be as per workman compensation act.	No amendment is considered necessary under this clause.
100	<u>Page 75, Section -VIII, Technical and Special conditions, Clause 4.1;</u> The bidder will also be allowed to deploy its own pilots..... Please provide IWAI fee structure for same.	Detail is available in the website of IWAI. The link is as follows: http://www.iwai.nic.in/WriteReadData/l892s/Notification210711_Part2-21374980-37748287.pdf
101	<u>Page 76, Section -VIII, Technical and Special conditions, Clause 6.0 (i);</u>	Clarification at sl. No. 46 above may be referred to.

	<p>The material to be dredged is sand, silt.....</p> <p>Can you provide the data related with the soil conditions at various locations considering the fact that existing LADs are in region of 1.7-1.8m during lean season and would require to be dredged to 2.2 m.</p>	
102	<p><u>Page 76, Section -VIII, Technical and Special conditions, Clause 6.0 (i):</u></p> <p>If the dredger meets strata such as , stand stone, boulders Bolder and sand stones should not be within the scope of dredging. Also total length of 20 m apparently is indicated per location however total length should be restricted per stretch. The time lost due to this should be accounted separately to avoid penalty due to this.Hard Strata found within the stretch, removal to be outside the scope of contract.</p>	<p>Hard Strata has been identified at a few locations between Ghazipur & Varanasi and for removal of the same a separate contract has recently been awarded. Hence scope of removal of these patches would be outside the scope of present tender. For elsewhere however sub clause (i) of clause 6.0 (Technical Specifications) of section VIII (Technical & Special conditions) of the present tender shall apply.</p>
103	<p><u>Page 77, Section -VIII, Technical and Special conditions, Clause 6.0 (ii):</u></p> <p>Material dredged may be disposed on to the banks of the waterway or onto</p> <p>From the condition it is apparent that IWAI is not able to provide the firm disposal area which usually is the responsibility of the authority in all tenders and leave it with the contractor to find own and deal with all the local issues, technical issues as they feel suitable. Such issues are expected to cause delays if not resolved when they arise and will call for loss of dredging time and performance. IWAI should consider this loss of time rather leave alone on contractor responsibility.</p>	<p>Clarification at sl. No. 58 above may be referred to.</p>
104	<p><u>Page 77, Section -VIII, Technical and Special conditions, Clause 6.0 (ii):</u></p> <p>Material dredged..... if required temporary dyke is to be constructed for holding</p> <p>Please advise the average dykes to be made basis the past experience of IWAI</p>	<p>So far IWAI has not encountered such situation. However, if necessity arises temporary dyke using local material Bamboo, bamboo mats, sand etc. may be used.</p>
105	<p><u>Page 77, Section -VIII, Technical and Special conditions, Clause 6.0 (v) b:</u></p> <p>Initially two months from the date of commencement, no deductions will be applied</p> <p>It is impossible for LAD to be made 2.2 m in 2 months considering the existing LAD is 1.7-1.8m average on entire stretch.</p> <p>Suggest give 8 months dredging (first cycle) before imposing any deductions basis the satisfactory performance of dredging. Also % deductions should be reduced to 0, 5%, 10%, 15%, 50% in the sequence mentioned for the 2nd year and subsequently increase these deductions to 0%, 10%, 15%, 65% from 3rd year onward.</p>	<p>Clarification at sl. no. 104 above may be referred to. No other change as requested is considered necessary.</p>

	<p>Also allowance should be given for localized stretches which may have some issues such as hard strata, boulders, or breakdown of bank or similar issues where contractor efforts are in place but still the localized LAD is not achieved.</p> <p>Hard strata of total 20m will be on the scope beyond this should be out of scope.</p>	
106	<p><u>Page 78, Section -VIII, Technical and Special conditions, Clause 6.0 (vi);</u> The measurement of depth in the navigation channel shall be carried on.....</p> <p>Cross section shall not extend 10m beyond channel width during checking.</p>	<p>During the longitudinal surveys (Thalweg) if any shortcoming is observed then only cross sectional survey is to be carried out upto 20 m beyond the limits of channel on either side. By limiting the survey to 10 m on either side it is very difficult to know the side slope naturally formed. Therefore request to amend this clause is not necessary.</p>
107	<p><u>Page 78, Section -VIII, Technical and Special conditions, Clause 6.0 (vii);</u> Sounding vessels....rental charges</p> <p>Please advise the rental charges of IWAI survey equipment's.</p>	<p>Hire charges will be decided by the engineer incharge from time to time and would be mutually agreed to between him & the contractor. However, bidders are advised to make their own arrangements for survey equipments as well as survey vessels of their own for inspection/survey works.</p>
108	<p><u>Page 78, Section -VIII, Technical and Special conditions, Clause 6.0 (viii);</u> The scale of survey</p> <p>The clause is not very clear, please clarify for our better understanding</p>	<p>First three weekly longitudinal survey (Thalweg) charts shall be prepared on the scale of 1:5000. However fourth and final survey chart preparation should be on the scale of 1:20000. All weekly charts are required to be submitted for approval however only 4th weekly approved survey charts is required to be submitted along with the monthly RA bills.</p>
109	<p><u>Page 78, Section -VIII, Technical and Special conditions, Clause 6.0 (6.3);</u> Escalation for price of HSD.....shall be taken as 0.12(12%)Suggest taking it 30% instead of 12%. The dredgers are required to run round the clock where diesel cost is the max cost of the operation.</p>	<p>Clarification at sl. No. 39 & 47 above may be referred to.</p>
110	<p><u>Page 80, Section -VIII, Technical and Special conditions, Clause 7.0 (iii & iv);</u> Normal barge and vessels /craft movement</p> <p>Clarify movement time. The time lost due to shipping movement should be accounted toward loss of dredging volume and subsequently depth which should be accounted while working on any deductions.</p>	<p>Clarification at sl. no. 20, 40 & 41 above may be referred to.</p>
111	<p><u>Page 80, Section -VIII, Technical and Special conditions, Clause 7.0 (viii);</u> The contractor may execute the work round the clocks.....</p>	<p>Clarification at sl. No. 16 above may be referred to.</p>

	We need not require permission except national holidays.	
112	<u>Page 80, Section -VIII, Technical and Special conditions, Clause 7.0 (ix);</u> If the contractor personnel or any outsidedamage... The repair of damage item to be organized by the contractor failing which IWAI can do so at the agreed cost toward the repair.	Clarification at sl. No. 42 above may be referred to.
113	<u>Page 81, Section -VIII, Technical and Special conditions, Clause 7.0 (xii);</u> The rates quoted shall include.....dispute with local fisher man Local issue to be resolved by contractor with IWAI assistance and time loss to be accounted. Time loss due to local issues should be accounted before looking at any deductions.	No amendment is considered necessary in this clause.
114	<u>Page 81, Section -VIII, Technical and Special conditions, Clause 7.0 (xiii);</u> The contractor shall not change the type size and make of dredger without..... Approval should be at initial stage. At latter stage if replaced with equivalent dredger, it should only be informed rather sought permission.	Clarification at sl. No. 43 above may be referred to.
115	<u>Page 81, Section -VIII, Technical and Special conditions, Clause 7.0 (xv);</u> If the dredger goes out of Delete 'equivalent dredger' and add 'suitable dredger'. As long as suitable dredger is provided, IWAI should not have an issue.	Under refer clause it is already mentioned that if the dredger goes out of order the contractor should make arrangement for replacement of the same with an equivalent capacity suitable dredger not less than the dredger capacity specified in the contract. Therefore amendment under this clause is not necessary.
116	<u>Page 81, Section -VIII, Technical and Special conditions, Clause 7.0 (xvii);</u> Contractor shall pay special..... Non availability of dumping site to be decided on mutual consent and loss of time to be accounted due to such delays. Such issues are or may not be within the control of contractor and sufficient allowance should be given.	Clarification at sl.no. 58 above may be referred to.
117	<u>Page 81, Section -VIII, Technical and Special conditions, Clause 7.0 (xviii);</u> In case of slow progress..... In case of slow progress as per mutual agreement additional requirement of dredger to be made with adequate notice sufficient for deployment.	No amendment is considered necessary under this clause keeping in the view to achieve the target assured depth.
118	<u>Page 81, Section -VIII, Technical and Special conditions, Clause 7.0 (xix);</u> In case of obstructions like..... We cannot accept concrete piles as same is outside job scope.	Clarification at sl. No. 44 above may be referred to further it is to mention that chances to encountering concrete piles in the main channel are very minimal. However, small concrete members use for fencing etc. is found the same has to be removed from the main channel.

119	<p><u>Page 81, Section -VIII, Technical and Special conditions, Clause 7.0 (xx):</u> In case of any local objection.....These issues may be beyond contractor control though proper efforts will be in place. Down time should be accounted while considering any deductions or review of the LAD.</p>	Amendment under this clause not considered necessary. However as mentioned in the clause IWAI will extend all help through state / local administration as per request of the contractor.
120	<p><u>Page 82, Section -VIII, Technical and Special conditions, Clause 7.0 (xxii):</u> Weekly progress report has</p> <p>Instead of weekly every 10 days. Also survey to be done 3 times a month</p>	No change considered necessary.
121	<p><u>Page 82, Section -VIII, Technical and Special conditions, Clause 7.0 (xxiii):</u> The contractor shall adopt adequate precaution.....</p> <p>Bank Erosion shall be beyond the job scope of dredging.</p>	No change considered necessary.
122	<p><u>Page 82, Section -VIII, Technical and Special conditions, Clause 7.0 (xxiv):</u> The contractor shall forthwith dispatch.....</p> <p>In case the loss of plant is due to force majeure or reasons beyond contractor control, the loss of time is to be accounted.</p>	No change considered necessary.
123	<p><u>Page 82, Section -VIII, Technical and Special conditions, Clause 7.0 (xxvii):</u> Any changes incurred on testing of the dredged material, testing...</p> <p>This should be at the discretion of the contractor</p>	Clarification at sl. No. 45 above may be referred to.
124	<p><u>Page 88, Section -VIII, Technical and Special conditions, Clause 9.0 (viii):</u> The navigable channel shall be at least</p> <p>Should be 2.2mm, incorrect information and may need to be corrected.</p>	This clause is amended as:- <i>"The navigable channel shall be at least 45 m wide (30 m wide at shoals) and 2.2 m / 2.5 m deep throughout the year. Marks shall be"</i>
125	<p><u>Page 88, Section -VIII, Technical and Special conditions, Clause 9.0 (xii):</u> The contractor shall bear full responsibility.....</p> <p>Responsibility of accident injury to IWAI employers...Contractor is not responsible for this and IWAI personal has to carry out necessary risk assessment and raise issue of concern to contractors. Issues which are correctable should be addressed by the contractor which is to be mutually decided.</p>	No amendment is considered necessary.
126	<p><u>Page 90, Section -VIII, Technical and Special conditions, Clause - Special condition:</u> Change orders</p> <p>Schedule charge to be informed in writing rather and have permission for same.</p>	This is a Standard clause therefore amendment is not considered necessary.
127	<p><u>Page 91, Appendix to bid:</u></p>	Under clause 12 time for issue of the notice comments is 45 days from date of issue of letter of acceptance thereafter

	Appendix(Clause 12) Time for issue of Notice to commence 45 days to be amended to 90 days	contractor can start the work within 20 days after issue of letter of commencement. Total time to commence the work is more than two months from LoA. Therefore any further amendment is not considered necessary.
128	<u>Page 91, Appendix to bid;</u> Appendix (Clause38) Liquidated Damage should be 0.5 % as standard	This is standard clause as per the guidelines of the Govt. of India.
129	<u>Page 91, Appendix to bid;</u> Appendix (Clause 53) Max amount of advance to be increased to 15%	Amount advance cannot be increase from 10% to 15%. Please understand mobilization advance percentage is based on total contract value.
130	<u>Page 91, Appendix to bid;</u> Appendix (Clause 60.13)Monthly recovery 90 days is early (to be changed to 90 days or 1st payment whichever is later)	No amendment is considered necessary.
DHARTI DREDGING AND INFRASTRUCTURE Limited		
131	<u>Page 1,</u> Employer to provide following (i) Latest information on depth in form of bathymetry (ii) Till what date the depth of 2.2m to be achieved (iii) Till what, the 2.2m to be maintained (iv) When should the deepening to 2.5 m commence and when to complete	Clarification at sl. No. 36 above may be referred to. Please read the tender document whereby these detail is already available. Assured depth of 2.5 m can commence only after 2.2 m of depth maintained by the contractor for at least for a certain period and feasibility accessed by IWAI.
132	<u>Page 5, NIT, Clause 3;</u> Payment of Rs.5000/- towards the cost of Bid. As per e-procurement online site, three are tenders to be responded. With a provision to quote EMD and Bid only once. Bidder assumes that same DD no. can be up loaded for all three tenders, when he is quoting for all three stretches. Pl. confirm. Otherwise, is it necessary to obtain separate Rs.5000/- DDs for all three stretches.	Only one payment of Rs. 5000/- towards the cost of bid document is applicable for the bidder either he is participating for one stretch or all three stretches. Hence, for cost of bid document same DD no. has to be up loaded for all three stretches. For EMD /bid security either separate DD & BGs be made for each stretch and their reference numbers up loaded or one DD & one BG for amount required for number of stretches being quoted be made and same reference uploaded for each of stretch being quoted.
133	<u>Page 5, NIT, Clause 4;</u> Original Hard copies. When a Bidder is submitting Hard copies, who had quoted for more than one stretch, can he submit all hard copies for all the stretches in one single cover? If not, how to submit the cost of tender document of Rs.5000/- DD in other two bids, while one is being submitted in One for one of the BID. Pl. clarify.	Yes. For more details please read the clause 29 of Section-II of ITB under D; submission of bid.
134	<u>Page 5, NIT, Clause 4;</u> Original Hard copies.	For more details please read the clause 29 of Section-II of ITB under D; submission of bid.

	Pl. list out the Hard copy (original requirements) for submission, for the sake of clarity.	
135	<p><u>Page 6, NIT, Clause 6;</u></p> <p>Employer to explain, how interface of works and if a contraction on the upstream agitates the natural and silts up the downstream stretch, how that shall be countered.</p> <p>We request the Employer to tender for the full stretch and if bidders deem necessary they may form suitable JV or consortium partners.</p> <p>Employer to note that the tender document refers to the award of the work on the stretch from Patna to Varanasi and only in corrigendum, the stretches are divided into (3)</p>	No amendment is considered necessary.
136	<p><u>Page 6, NIT, Clause 6;</u></p> <p>Bidders can quote of single stretch are multiple....</p> <p>This should be "Bidders can quote for single stretch or multiple..... " Pl. Confirm</p>	Para 6 of NIT (page 6) is amended and may be read as follows; "Bidders can quote for single stretch or multiple..... "
137	<p><u>Page 7, Section -II, ITB, Clause 3;</u></p> <p>employer to note that the project is on Lump sum Turn Key contract providing longer scope for ambiguity on terrace disputes of the contractors</p>	No comments. However bidders are advised to be specific on the issue.
138	<p><u>Page 8, Section -II, ITB, Clause 5.1 (c);</u></p> <p>Employer to clarify why 'Myanmar' is included and we request that Myanmar being a different country requires to be deleted.</p>	Under clause 5.1(c) word ' and Myanmar ' from first line shall be deleted.
139	<p><u>Page 8, Section -II, ITB, Clause 5.2 (a);</u></p> <p>Evidence of access to lines of credit of Rs.15 Cr to undertake the for each stretch of works. Pl. provide the format in which such letter from Banker will be obtained. Is it sufficient to provide the credit sanction limit letter from the Bank, in favour of the Bidder.</p>	<p>It is sufficient to provide the credits sanctioned Limit letter from the bank in favour of Bidder.</p> <p>Further, clause 5.2 (a) is amended as; "<i>Evidence of access to lines of credit of Rs.20 crores to undertake</i>"</p>
140	<p><u>Page 8, Section - II, ITB, Clause 5.2 (b);</u></p> <p>Please define "Similar developmental work"</p>	Clarification at sl. no. 1 above may be referred to.
141	<p><u>Page 8, Section - II, ITB, Clause 5.2 (c);</u></p> <p>Base date</p> <p>Base date not defined.</p>	Base date is the last date of submission of bid.
142	<p><u>Page 11, Section - II, ITB, Clause 9;</u></p> <p>Site Visit</p> <p>Requested to arrange a guided site visit to all the Bidders.</p>	Clarification at sl. No. 97 above may be referred to.
143	<p><u>Page 15, Section - II, ITB, Clause 26.1;</u></p> <p>EMD</p> <p>Can the Bidder submit a single DD and Single Bag when he is submitting his Bid for more than one stretch for the combined amount.</p>	Base date is the last date of submission of bid.
144	<p><u>Page 16, Section - II, ITB, Clause 28;</u></p> <p>Employer to define how number copies to be</p>	Change in referred ITB clause 29 in the bidding data is not required. No. Of copies to be submitted is clear

	submitted along with original tender, the same has been not mentioned. However, change Ref of ITB from 29 to 28 in Bidders data	mentioned under clause 29 of ITB.
145	<p><u>Page 16, Section - II, ITB, Clause 29;</u></p> <p>Submission of bids</p> <p>Bidder understands that if bidder is submitting bid for more than one stretch, he needs I upload technical cover only once. However the website has three separate tenders, for uploading three stretches separately. Pl. clarify.</p>	<p>If the bidder is submitted their bid for more than one stretch then he has to submit the required document / detail in multiplication of number of stretches for which bid is being submitted online as per the qualification & other conditions of tender document. Only exception is that the price of tender document will remain as Rs. 5000/- only irrespective of either bidder is bidding for one stretch or for more than one stretch.</p> <p>However, copy of the documents submitted online is to be submitted as per clause 29 of ITB.</p>
146	<p><u>Page 16, Section - II, ITB, Clause 29;</u></p> <p>Sealing of bids</p> <p>Procedures indicated are for manual submission. Is it necessary to submit the complete documents in manual mode also. Pl. clarify.</p>	<p>Bid is to be submitted online through central public procurement portal. However copies of the documents ,EMD, cost of bid and other documents as per tender document are to be submitted in hard copy as per clause 29 of ITB.</p>
147	<p><u>Page 17, Section - II, ITB, Clause 29 (b);</u></p> <p>Cost of bidding.</p> <p>Only one tender document cost is to be submitted even if the bidder is submitting for more than one stretch. Can we load the same DD no. in all three bids and if yes, Hard copy to be submitted with which Stretch.</p>	<p>Yes. Please refer clause 29 instruction for submission of bid in details.</p>
148	<p><u>Page 17, Section - II, ITB, Clause 29 (e);</u></p> <p>familiarization with Ganga.</p> <p>Requested to arrange a guided site visit to all the Bidders.</p>	<p>Clarification at sl. No. 97 above may be referred to.</p>
149	<p><u>Page 19, Section - II, ITB, Clause 32;</u></p> <p>There is no provision in the on line submission withdrawal of bids. Pl. clarify.</p>	<p>Please refer clause 32.2 of ITB for more clarification.</p>
150	<p><u>Page 25, Section -III, Biding data, Ref. clause of ITB - 1;</u></p> <p>Employer to confirm that the material to dredge, the material consists only soft material, coarse/pebbles and boulders and not stiff clay and rock outcrops.</p>	<p>Bidders are requested to do their own due diligence for getting information / their assessment about these factors. Further, also refer clarification at sl. no. 102 above.</p>
151	<p><u>Page 27, Section - IV, Clause - 1;</u></p> <p>DSC- Employer to confirm which class of DSC is required, whether Class II or III.</p>	<p>Either will be applicable. Details may be referred in Section - IV under clause (4).</p>
152	<p><u>Page 36, Section -VI, Schedules, Clause (iii) (a);</u></p> <p>Kindly confirm if 15 days, (GCC 3.1 Page 41) or 28 days (44.1 page 24), which is the correct days.</p>	<p>Clarification at sl. No. 9 above may be referred to.</p>
153	<p><u>Page 36, Section -VI, Schedules, Clause vii;</u></p> <p>GCC clause 16.3,16.5 & 16.6 are missing.</p>	<p>Clarification at sl. No. 12 above may be referred to.</p>
154	<p><u>Page 36, Section - VI, Schedules, Schedule - B, Clause xi;</u></p>	<p>Revised SECTION VI Schedule will be</p>

	Clause GCC 34.5 34.6 are missing. Employer is requested to duly correct the errors in Section VI.	issued separately as a <u>Corrigendum</u> .
155	<u>Page 36, Section -VI, Schedules, Schedule - A;</u> Estimated cost of work. not filled by Employer. Pl. intimate the estimated cost for each stretch separately.	Revised SECTION VI Schedule will be issued separately as a <u>Corrigendum</u> .
156	<u>Page 36, Section -VI, Schedules, Schedule - B;</u> Tender accepting authority. not filled by Employer. Pl. intimate the same.	Revised SECTION VI Schedule will be issued separately as a <u>Corrigendum</u> .
157	<u>Page 41, Section -VIII, General Condition of contract, Clause 3.1;</u> Kindly clarify if it is 15 days or 28 days as clause 44.1 page 24	Clarification at sl. No. 9 above may be referred to.
158	<u>Page 42, Section -VIII, General Condition of contract, Clause 3.10;</u> Employer to explain the clause 3.10	The referred clause is self explanatory.
159	<u>Page 42, Section -VIII, General Condition of contract, Clause 3.9;</u> Non Achievement of assured depth. Employer to provide the schedule and milestones. Employer is requested to revisit the forfeiting of the security deposit as EIC shall not have the absolute right to impound security deposit as such is against clause 8 of page 45.	Please refer clause 8.4 in which it is mentioned that decision of EIC shall be final and binding on the contractor.
160	<u>Page 43, Section -VIII, General Condition of contract, Clause 5;</u> Contractor may depend on the information and details provided by the employer. Employer shall be responsible for the accuracy of the information, whereas contractor shall be responsible for interpretation.	Not agreed. Clause 5 of GC of contract is self explanatory.
161	<u>Page 46, Section -VIII, General Condition of contract, Clause 12;</u> Employer to consider 30 days for commencement of work from the date of issue of LOI	Clarification at sl. No. 9 above may be referred to.
162	<u>Page 49, Section -VIII, General Condition of contract, Clause 19.2;</u> Employer to provide the historical data pertaining to foods, flash floods, carrying capacity of the river, the hydraulic information such as velocity of the currents etc.	Clarification at sl. No. 46 above may be referred to.
163	<u>Page 55, Section -VIII, General Condition of contract, Clause 27;</u> Employer to note that while the contractor shall undertake utmost precaution in lines with the EIA plan, any change in the morphology, coast lie or shall not be the responsibility of the contractor.	Please refer clause 27: Protection of environment under GC of contract.
164	<u>Page 56, Section -VIII, General Condition of contract, Clause 29.2;</u> Employer to clarify and delete the clause as the force majeure shall qualify the extension of time.	No amendment is considered necessary.
165	<u>Page 57, Section -VIII, General Condition of contract, Clause 30;</u>	Chance to get these kind of hindrance to

	Employer to provide the drawing indicating all these hindrances, under water cables, drains adjacent to working area etc. Right of way to access the dredging area shall be the responsibility of the Employer.	very little in the river except on the shores. However bidders are advised to collect these information during their site visit. Further right of way to access in the river is always available. Bidders are requested to do their own due diligence for getting information / their assessment about these factors.
166	<u>Page 64, Section -VIII, General Condition of contract, Clause 35.8;</u> Employer to note that such unilateral termination is not deemed legal and hence request that this clause be deleted	No amendment is considered necessary.
167	<u>Page 65, Section -VIII, General Condition of contract, Clause 38;</u> Liquidated Damages This being time bound contract, LD clause not applicable. Pl. review.	Deduction in payment on account of non achievement of assured depth on weekly basis as specified in clause 6.0 (v) of section VIII and Liquidated Damages as per clause 38 of section VII are two independent clauses. Hence no change is considered necessary in either of the clauses.
168	<u>Page 65, Section -VIII, General Condition of contract, Clause 38.1;</u> LD shall be restricted to the amount based on milestones and not on yearly basis (yearly 10% LD hall amount to 50% LD for 5 years)	Bidder understanding is not correct. Clause 38.1 does not required any amendment since final deduction is limited to 10% of the total contract value.
169	<u>Page 66, Section -VIII, General Condition of contract, Clause 39.3;</u> Employer to abbreviate all the initials.	TA-Technical Assistant, JHS- Junior Hydrographic Surveyor, FA-Field Assistant, DD-Deputy Director, AHS-Assistant Hydrographic Surveyor, AD-Assistant Director
170	<u>Page 68, Section -VIII, General Condition of contract, Clause 42.3;</u> Interim payments to be paid to the contractor within 14 days from the date of submission of the invoice.	Clarification at sl. no. 29 above may be referred to.
171	<u>Page 68, Section -VIII, General Condition of contract, Clause 43;</u> Employer to kindly provide the details of taxes/levies applicable for this works. Employer to note that the contractor shall consider all the applicable taxes before the base date and any change in legislation shall have to be on the employer account.	Clarification at sl. no. 30 above may be referred to.
172	<u>Page 68, Section -VIII, General Condition of contract, Clause 43;</u> Prices are inclusive of all taxes... excise tax/ service tax or any other ... (i) This contract being a long term contract, tax structures/ tax rates may vary over a period of time. Pl. insert a clause that'll statutory variations on account of taxation are to the account of Employer. (ii) As per clause 42.7, service tax is reimbursable. That the quoted prices are excluding service taxes. Pl. clarify the contradiction. Bidder presumes that the Prices quotes are excluding Service Tax.	Do

	(iii) Govt is considering levy of GST in near future. How this will be considered, whenever levied, if levied during the tenure of the contract.	
173	<u>Page 68, Section -VIII, General Condition of contract, Clause 45;</u> final payment shall be paid to the contractor within 54 days from the date of taking over the Dredging area by the employer.	Clarification at sl. no. 29 above may be referred to.
174	<u>Page 71, Section -VIII, General Condition of contract, Clause 50.5;</u> Any arbitration fees shall be equally shared by the parties. Arbitration awarded, if deemed required may be challenged in courts of law.	It will be governed by Arbitration and Conciliation Act 1996.
175	<u>Page 71, Section -VIII, General Condition of contract, Clause 50.2;</u> Employer to follow arbitration and conciliation 1996 (amended) by formation of 3 arbitrators and sole arbitrator shall not be acceptable. All the decisions of the EIC shall not be final and binding on parties if aggrieved both parties are allowed to invoke arbitration clause.	Detailed process of arbitration / dispute resolution is already amended in clause 50 of GCC of tender document. No amendment is considered necessary in this clause.
176	<u>Page 71, Section -VIII, General Condition of contract, Clause 50.3;</u> Kindly delete and incorporate 3 arbitrator panel.	Not agreed to.
177	<u>Page 71, Section -VIII, General Condition of contract, Clause 50.7;</u> Employer to incorporate the "Law of Limitation" clause and cannot arbitrarily limit the dispute resolution.	Clarification at sl..no.- 175 above may be referred to.
178	<u>Page 72, Section -VIII, General Condition of contract, Clause 52;</u> For delayed payments caused by the Employer, the contractor shall be entitled for interest on delay payments based on applicable bank lending rates + 3%.	Not agreed to.
179	<u>Page 72, Section -VIII, General Condition of contract, Clause 53;</u> Employer is requested to make interest free mobilization advance that shall be equally deducted on all the RA Bills.	Clarification at sl. no. 32 above may be referred to.
180	<u>Page 73, Section -VIII, General Condition of contract, Clause 54.1;</u> Employer to provide the % of variations that shall form the part of the contract. However, if the variation exceeds the % of variation indicated above, the contractor shall be entitled for re-negotiation for prices. If the variation exceeds than the Predetermined variation %, accepting the same based on the contractors equipments shall be the discretion of the contractor.	The word " <i>clause 55</i> " in the last Para of the clause 54.1 - Variation of section - VII is replaced with the word " <i>clause 54.2 & 54.3</i> ". At the end of clause 54.1 of section – VII one line is added as follows; <i>"Percentage of variation shall be limited to 25%".</i>
181	<u>Page 77, Section -VIII, Technical and Special conditions, Clause 6(iv) - Technical Specification;</u> Channel of bottom width 32m Pl. provide the please alignment of the channel as part	Alignment of the channel cannot be fixed for such a long contract period. As per the contract contractor has to provide required channel size, depth and sufficient number of navigational marks showing channel maintained by the

	of contract document.	contractor for navigation.
182	<u>Page 77, Section -VIII, Technical and Special conditions, Clause 6 (v) (b) - Technical Specification;</u> Penalty for not achieving the depthsWhat is the present level of channel. PI. provide the survey chart as part of contract documents, so that the bidder can calculate the risk of achieving the 2.2 MT within two months and maintain thereafter.	Clarification at sl. No. 36 above may be referred to.
183	<u>Page 77, Section -VIII, Technical and Special conditions, Clause 6 (v) - Technical Specification;</u> Employer to provide clarity on the milestones to achieve assured depth	Referred clause is self explanatory.
184	<u>Page 78, Section -VIII, Technical and Special conditions, Clause 6 - Escalation;</u> Employer to renumber clause (6) as it appears twice.	Clarification at sl. no. 85 above may be referred to.
185	<u>Page 78, Section -VIII, Technical and Special conditions, Clause 6.3 - Escalation;</u> Fuel components shall be 0.2(20%)	Clarification at sl. no. 47 above may be referred to.
186	<u>Page 79, Section -VIII, Technical and Special conditions, Clause 6.4 - Escalation;</u> Fuel prices shall be established from the circular issued by the Oil majors on fortnightly basis and on the receipt of payments. (average index shall not be correct as the fuel circular is issued 2 times in a month)	Clarification at sl. no. 39 above may be referred to.
187	<u>Page 79, Section -VIII, Technical and Special conditions, Clause 6.5 - Escalation;</u> Labour (men) and steel escalation to be incorporated as these are also flexivating escalation factors.	No changes considered necessary.
188	<u>Page 80, Section -VIII, Technical and Special conditions, Clause 7 (iv) - Other condition;</u> Idle time charges to be made applicable if the spread is made available due to Engg construction or for the instructions of the Engineer-in-Charge.	No changes considered necessary.
189	<u>Page 81, Section -VIII, Technical and Special conditions, Clause 7 (xvii) - other condition;</u> Contractor shall identify the reclamation on shore disposal location but shall not be liable to obtain the permission, permits and approvals and or shall be held liable for any environmental causes.	No changes considered necessary.
190	<u>Page 82, Section -VIII, Technical and Special conditions, Clause 7 (xxiv);</u> Any salvage work shall be suitably paid to the contractor along with suitable extension of time.	No Changes is considered in the existing clause.
191	<u>Page 112, Annex - XIII, Appendix - I (e);</u> Certification by auditor. We are a single entity for submission. We are neither a operator/ owner. Which certificate is required for submission form the auditor. PI. clarify	Auditor certificate in the standard format may be submitted by single entity.
192	<u>Corrigendum-1</u> Kindly explain the milestones of 5 years and extension of 3 years (on yearly basis)	Clarification at sl. no. 131 above may be referred to.
193	<u>General</u> Employer to specify dredger capacity, method of excavation survey equipment specifications (Single beam/multibeam)etc.	For tentative capacity of dredger, please refer to clarification at sl. No. 35.

	(Note: As dredgers vary from mechanical to hydraulic dredgers and the evaluation shall not be possible, fair and uniform if the equipment minimum specification is not mentioned)	Single beam sounding equipment may be used for survey work.
194	<p><u>Part - II - Price Bid, BOQ</u></p> <p>in each bid (website, only one BOQ file is existing. Hard copy is requesting alt (b) price also. Pl. provide clarification.</p>	<p>Alternative BoQ is already provided in pdf format in CPP Portal under the additional documents of the published tender. Bidders are advised to prepare the alternative BoQ's in the same format as provided in the tender document and submit the alternate BoQ in pdf format in CPP Portal under financial bid only. Hard copy of the same is required to be submitted under the financial cover only (please refer clause 29 of ITB). Alternative BoQ's are required to be submitted only under the financial bid (In CPP Portal as well as in hard copy).</p>
195	<p><u>Section - IX, Annex, Appendix - 1 (E), Annex - XIII; POAPL.</u> provide POA format for single entity.</p>	For single entity POA is not mandatory if it is signed by an authorized signatory.
IL&FS MARITIME INFRASTRUCTURE CO. LTD.		
196	<p><u>Page - 5, NIT, Clause 5;</u> Submission of EMD/Bid Security</p> <p>Bidders are instructed to submit EMD/Bid security of Rs. 60 lacs for each stretch of work. Out of Rs. 60 lacs, Rs. 20 lacs is to be submitted in form of DD and balance amount of Rs. 40 lacs in form of BG from any nationalized/scheduled bank</p> <p>IWAI is requested to reduce amount of EMD for each stretch of work. Also, there should be provision to submit entire amount of EMD/Bid security in form of BG</p>	No amendment is considered necessary.
197	<p><u>Page - 6, NIT, Clause 6;</u> Quotation of single stretch or multiple stretch</p> <p>It is mentioned that Bidders can quote for single stretch "are" multiple stretch also along with the requisite EMD/Bid Security separately along with Bid</p> <p>We understand that "are" should have been "or" instead and that Bidders can bid for a single stretch also</p>	<p>Yes.</p> <p>Clause 6 of NIT may be read as" Bidders can quote for single stretch or multiple stretch....."</p>
198	<p><u>Page 7,Section -II, Instruction to the Bidder (ITB), A. General / Clause 3;</u> Type of Contract</p> <p>It is mentioned that the works covered in the bid is a Lump Sum Turn Key (LSTK) Contract. But during Price Bid, bidders are requested to submit Bill of Quantity (BOQ) for each of three stretches mentioned</p> <p>You are requested to clarify the application of BOQ to</p>	<p>The work is divided into three stretches. There is separate BoQ for each stretch for providing 2.2 m assured depth. Also, an alternative BoQ's is requested for assured depth of 2.5 m based on requirement at later stage of contract period.</p> <p>A lump sum quote for each BoQ is required. For better understanding,</p>

	the LSTK basis	please read all the sections of the tender document along with BoQ's and their schedules.
199	<p><u>Page -8, Section -II, Instruction to the Bidder (ITB), A. General / Clause 5.3(iii);</u> Bid submission by Joint Venture</p> <p>For the purpose of Qualification, it is requested that experience of any Associate of the participating partners, bidders should be considered</p> <p>"Associate" means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member. The expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, or more than 50% of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law</p>	For better understanding please read other sub clauses under clause 5.3 of section - II (ITB).
200	<p><u>Page-11, Section -II, Instruction to the Bidder (ITB), A. General / Clause 9;</u> Site Visit and familiarization with works</p> <p>The bidder is advised to visit the site of works and obtain for itself all information for preparation of the bid</p> <p>Area of site from Patna to Varanasi is more than 300 kms in length. It will take at least 30-45 days to cover the entire site location, understand level of difficulties for execution of the work and to collect all relevant information for submission of the bid Therefore, It is requested to kindly extend bid submission date by at least 60 days</p>	Clarification at sl. no. 6 above may be referred to.
201	<p><u>Page-14 Section -II, Instruction to the Bidder (ITB), E. Preparation of Bid / Clause 25.1;</u> Bid validity</p> <p>Kindly reduce bid validity period to 90 days from 180 days</p>	No amendment is considered necessary under this clause.
202	<p><u>Page-24, Section -II, Instruction to the Bidder (ITB), F. Award of Contract / Clause 44.3;</u> Guarantee for Payment Security In respect of a JV being selected as the lowest/eligible bidder for award of Works, the Lead Partner will be required to furnish to the Employer a Guarantee for Payment Security for a sum equivalent to 10% of the Contract Price prior to signing of Contract between Employer and the Company The purpose of such guarantee is not clear. Submission of Guarantee for Payment Security would be an additional burden on the JV, whereas, individual bidders are not required to submit the same. Therefore, it is requested to waive this condition to provide level playing platform to all proposed bidders</p>	Agreed.Clause 44.3 of section - II - ITB is amended as follows: <i>"In respect of a JV being selected as the lowest / eligible..... The letter of Acceptance in the name of such Company. In case of Joint Venture, the Lead Partner will be required to furnish to the employer a performance guarantee in the prescribe form given in valid till the completion of the works."</i>
203	<u>Page-25, Section -III, Bidding Data, Ref. Clause of ITB -</u>	Please refer to clause 6 - Technical

	<p>1: Summary of the Works- Assured Depth</p> <p>Please clarify the term "assured depth". Is it at a particular point in time and at definite locations along the river stretch?</p>	Specifications under section VIII - Technical and Special conditions.
204	<p><u>Page-25, Bidding Data, Ref. Clause of ITB - 1 and Page-77,Section -VIII, Sub - section 6(iii) :</u> Summary of the Works- location for dumping of dredged materials</p> <p>Please clarify the location for dumping of the dredged material. The same needs to be identified by IWAI and if necessary approvals are required from the same, these should be obtained by IWAI</p> <p>The identification of land (which is not in possession of IWAI) would need approval, environmental clearance, transportation cost, which cannot be undertaken by the Bidder</p>	Clarification at sl. no. 46 above may be referred to.
205	<p><u>Page-25, Section -III, Bidding Data, Ref. Clause of ITB - 1:</u> Summary of the Works- Navigational works and aids</p> <p>What are the specifications/requirements for providing navigational works and aids?</p>	Tentative details may be referred under section VIII Technical and Special conditions
206	<p><u>Page -37, Section - VII, Schedules, Schedule-B/Pont no. (ix), (x), (xi) Clause:</u> Clause References</p> <p>Clause references are not mentioned</p> <p>Clause 34.5 and clause 34.6 are not provided in the document</p>	Revised SECTION VI Schedule will be issued separately as a Corrigendum.
207	<p><u>Page-41, Section - VII, General Conditions of Contract, Clause No. 3 / Sub - Clause 3.1:</u> Performance Guarantee</p> <p>It is mentioned that the bank guarantee shall be valid till expiry of 90 days after the end of 'Period of liability'</p> <p>'Period of liability' is not defined in the tender document. Also, Since there is no defect liability period, it is requested to release performance security not later than 14 days from completion of Works</p>	Period of liability means total contract period. No amendment as requested is considered necessary.
208	<p><u>Page-41, Section - VII, General Conditions of Contract, Clause No. 3 / Sub - Clause 3.2:</u> Security Deposit</p> <p>It is requested to deduct a sum @ 5% instead of 10% to ease Contractor's cash flow</p>	No amendment is considered necessary.
209	<p><u>Page-41 Section - VII, General Conditions of Contract, Clause No. 3 / Sub - Clause 3.3:</u> Security Deposit</p> <p>We understand that security deposit here means EMD as the remaining security</p>	Please read clause 3.2 and 3.3 together for more clarity.

210	<p><u>Page-42, Section - VII, General Conditions of Contract, Clause No. 3 / Sub - Clause 3.9;</u> Forfeiture of Security Deposit</p> <p>Prior to the forfeiture of security deposit by the Engineer-in-Charge, there should be a mechanism for discussion and dispute resolution, subject to failure of which the security deposit can be forfeited</p>	<p>Mechanism for discussion and dispute resolution is already included in the tender document. Please see clause 50 (Arbitration) of General Condition of contract (pg: 70-72) which gives adequate scope of discussion & dispute resolution before proceeding of arbitration process.</p>
211	<p><u>Page-44, Section - VII, General Conditions of Contract, Clause No. 7 / Sub - Clause 7.1, 7.3 and 7.4;</u> Discrepancies and Adjustment of Errors- Schedule of Quantities The purpose of "Schedule of Quantities" is not clear as this is a LSTK Contract</p>	<p>This is a Standard clause therefore amendment is not considered necessary.</p>
212	<p><u>Page-44 Section - VII, General Conditions of Contract, Clause No. 7 / Sub - Clause 7.2;</u> Discrepancies and Adjustment of Errors- Drawings</p> <p>The relevant drawings may kindly be made available at the tender stage for a more accurate estimations and competitive bidding</p>	<p>Please refer section VIII - Technical and Special condition under which channel marking and Bandalling details are provided for understandings.</p>
213	<p><u>Page -45 & 55, Section - VII, General Conditions of Contract, Clause 9 / Clause 26;</u> Assignment and Sub-letting/ Assignment and Sub-Contracting</p> <p>Because of such long stretches, sub-letting/sub-contracting of work should be permitted provided that the overall liability remains with the Contractor. Hence the first line may be omitted. Also for sub-letting of work upto 50% of total work should not require approval of Engineer-in-Charge</p>	<p>No amendment is considered necessary.</p>
214	<p><u>Page- 45 Section - VII, General Conditions of Contract, Clause 10;</u> Facilities to other Contractors</p> <p>It has been mentioned that the Contractor shall afford all reasonable facilities to other contractors engaged on separate contracts at the site for execution of any work not included in the contract</p> <p>Please provide the details/ nature of other contracts envisaged at the site for execution of any work not included in the contract which the Authority may enter into in connection with or ancillary to the works</p> <p>It is requested to provide adequate remedies to the Contractor, in case there is loss of time and incurring additional cost due to engagement of other contractors by IWAI at the site</p>	<p>This is a standard clause. No change is considered necessary.</p>
215	<p><u>Page Section - VII, General Conditions of Contract, Clause 12;</u> Commencement of Work</p> <p>According to the clause, the Contractor shall commence the work at the respective sites within 20</p>	<p>Clarification at sl. no. 9 above may be referred to.</p>

	<p>days of the issue of Letter of Award</p> <p>It is proposed to consider Mobilization Period of 60 days from the receipt of Work order i.e. LOA, after which commencement of work can be effected</p>	
216	<p><u>Page-46, Section - VII, General Conditions of Contract, Clause 13 / Sub - Clause 13.2;</u> Works to be carried out in accordance with specification drawings and orders</p> <p>The additional modification/ instruction should not change the scope or impact the contract price. The Contractor shall intimated any impact on time and cost to Engineer-in-Charge, which shall be paid over and above the contract price and time</p>	No Changes is considered necessary.
217	<p><u>Page Section - VII, General Conditions of Contract, Clause 16 / Sub - Clause 16.2;</u> Deviations</p> <p>The Contractor should be duly compensated in case of time and cost overrun</p>	It is already contained under this clause.
218	<p><u>Page-46, Section - VII, General Conditions of Contract, Clause 29 / Sub - Clause 29.1;</u> Force Majeure "Unprecedented floods" to be replaced with "floods" else the term "unprecedented floods" should be defined</p>	Unprecedented floods mean the extraordinary floods which is not occurred in the last 15 - 20 years at least.
219	<p><u>Page-56, Section - VII, General Conditions of Contract, Clause 29 / Sub - Clause 29.2;</u> Force Majeure The period of completion should be assessed reasonably in such cases and cannot be limited to the period of delay attributable to the causes of force majeure</p>	No amendment to the existing clause is considered necessary.
220	<p><u>Page-60, Section - VII, General Conditions of Contract, Clause 32;</u> Suspension of Work</p> <p>It is requested to compensate the Contractor proportionately for loss of time and cost on per day basis, due to reasons other than those attributable to the work of Contractor</p>	No amendment to the existing clause is considered necessary.
221	<p><u>Page-60, Section - VII, General Conditions of Contract, Clause 33;</u> Foreclosure of Contract in full or in part due to abandonment or reduction in scope of Work</p> <p>In case, there is foreclosure of Contract in full or in part due to abandonment or reduction in scope of work, other than reasons attributable to the work of Contractor, the Contractor should be compensated for loss of time and money and method for calculating compensation amount should be provided in the tender document</p>	No amendment to the existing clause is considered necessary.
222	<p><u>Page-65, Section - VII, General Conditions of Contract, Clause 38.1;</u> Liquidated Damages</p>	Clarification at sl. No. 167 above may be referred to. Further, no amendment to the existing clause is considered necessary.

	<p>It is mentioned that if the Contractor fails to complete all items of works within period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to fault of Contractor), he shall pay to Authority LD at the rate of 1.5% per month of delay per day basis on the total value of the Contract</p> <p>It is requested not to impose any LD to the Contractor if the delay is for reasons not attributable to the Contractor. In case there is loss of time and addition of cost to the Contractor due to fault of any other party, liquidated damages should be payable to the Contractor at the same terms and conditions</p>	
223	<p><u>Page-66, Section - VII, General Conditions of Contract, Clause 40;</u> Maintenance Certificate during every month</p> <p>Please clarify if the concept of "assured depth" will be applicable to issuance of certificate of maintenance. Is this inspection going to be monthly/quarterly?</p> <p>Secondly, what are the provisions available to the Contractor in case of seasonal flooding and damage to the works undertaken due to force majeure?</p>	<p>Please refer clause 39.3 for schedule of inspection during every month. Based on weekly inspection if the work is completed as per terms and conditions of the contract Maintenance Certificate will be issued.</p> <p>Seasonal variation in the water level is always in the river. For this seasonal flooding no provision is available in the contract as a Force Majeure.</p>
224	<p><u>Page-73, Section - VII, General Conditions of Contract, Clause 54.1;</u> Variation</p> <p>It is mentioned at the end of the clause that " No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 55"</p> <p>Clause 55 is not available in the Tender document</p>	<p>Word clause 55 may be read as Clause 54.2 & 54.3 under the clause 54.1 - variation.</p>
225	<p><u>Page-75, Section - VIII, Technical and Special Conditions, Clause 4.1;</u> Scope of Work</p> <p>The river width varies a lot through length of the Project stretch. Hence, the navigational channel in the river should be marked by IWAI at the commencement of the works. It is understood that the depth of 2.2m will be required to be achieved and maintained in the navigational channel only</p> <p>The point of reference for measurement of assured depth should be fixed upfront at the time of commencement of the works. Since the water levels in the river vary throughout the year, these reference levels are necessary for determining assured depth</p>	<p>Time to Time a suitable navigational channel is to be identified by the contractor and maintained for assured depth during the entire contract period as per the provisions of the contract.</p> <p>Assured depth as stipulated in the contract is measured from the bed level during the survey with echo sounder. Therefore no need to mention any reference level.</p>
226	<p><u>Page-76, Section - VIII, Technical and Special Conditions, Clause 4.2;</u> Collection of available data Kindly provide all hydrographic surveys, bathymetry, siltation, wind and</p>	<p>Clarification at sl. no. 8 above may be referred to.</p>

	wave modelling, navigational charts, other geo-technical reports for NW-1 for last 10-15 years and any other site information related to availability of men, material, equipments etc. that are readily available	
227	<u>Page Section - VIII, Technical and Special Conditions, Clause 6 / Sub - section (v);</u> Technical Specifications- tolerance level for achievement of assured depth Such deduction should not be applicable	No deduction is applicable if contractor fulfils the criteria laid under clause 6 (iv) - Technical specification under section - VIII.
228	<u>Page-76, Section - VIII, Technical and Special Conditions, Clause 7 / Sub - sections (xii), (xx);</u> Other conditions- dispute with local fishermen, local objections Such issues and disputes should be resolved by IWAJ only	No amendment is considered necessary under this clause.
229	<u>Page-81, Section - VIII, Technical and Special Conditions, Clause 7 / Sub - section (xiii);</u> Other conditions- mobilization of dredgers The Contractor should have the freedom to mobilize/demobilize dredgers as it is a LSTK contract	Clarification at sl. no. 43 above may be referred to.
230	<u>Page - 80 Section - VIII, Technical and Special Conditions, Clause 7- Other conditions;</u> Idle time charges It is requested to keep provision in the tender document to pay idle time charges to the Contractor for reasons which is not arisen due to works of the Contractor and method for calculation of idle time charges should be provided	Clarification at sl. no. 42 above may be referred to.
231	<u>Page-110, Section-IX , Annex, Appendix - I(D), Joint Bidding Agreement, Section - 7(iv);</u> Clearances Kindly clarify whether any permit from statutory authorities would be required. In case these are required, it should be the responsibility of IWAJ and these should be a Condition Precedent to commencement of the work unless mutually agreed	No amendment is considered necessary.
232	<u>Page-128,129 & 130, Annex of BOQ, BOQ - 1/2/3, Alternate BOQ - 1(A), 2(A), 3(A);</u> Schedule of Monthly Payment Provision for change should be provided after first year of work	It is not clear what specific information is asked. We understand that provision for change in the payment after first year of work is already provided under annexure to the alternate BoQ's under Schedule of monthly payment. (refer page no. 128, 129 & 130 of tender document)
Akash Dredging and Marine Services Pvt Ltd		
233	<u>Page - 5, Notice Inviting Tender (NIT), Clause 5;</u> Request to consider submission of EMD of Rs.20.00 Lakhs also by way of Bank Guarantee instead of Demand Draft.	No amendment is considered necessary.

234	<p><u>Page - 7, Instructions to the Bidders (ITB), Clause 1;</u></p> <p>It is stated that, “Providing assured depth of 2.2 m in navigational channel in Patna - Varanasi stretch of National Waterway no. 1 (River Ganga)” during initial stage” – Please be clarified the period of initial stage within which 2.2 m depth should be achieved and maintained same throughout period of contract.</p>	Clarification at sl. no. 131 above may be referred to.
235	<p><u>Page - 8, ITB, Clause 5.2(b);</u></p> <p>Similar work eligibility criteria should be fixed for each stretch of work in line with turnover criteria. The solvency criteria should also be reduced accordingly for each stretch.</p>	Similar developmental work defined under clarification at sl. No. 1 above may be referred to. The solvency criteria as mentioned in the tender document are for each stretch only.
236	<p><u>Page , General Conditions of Contract, Article - 6, 30.2 & 50.7;</u></p> <p>Article 6: Duration of the Pact – Request to modify this clause suitably as there is no Defect Liability / Remedy for dredging works.</p>	We understand that there is no Defect Liability / Remedy for dredging works. However, please understand that this is a assured depth contract in which contractor is always liable to carry out any such work to provide required depth as per the contract during entire contract period.
237	<p><u>Page - 75, Technical & Special Conditions, Clause 3;</u></p> <p>It is stated that, “The selected bidder will have to identify the best course of navigation channel from time to time and remove shoals by Dredging and / or Bandalling” – Detailed route survey of particular stretch, identification of shoals, demarking of best course and positioning of dredger & Pipeline works itself would take considerable time, may be one or two months min. In these circumstances, how initial monthly payment is made (for initial setting up of works) when there was no dredging progress and maintaining required depths.</p>	Clarification at sl. No. 4 & 46 above may be referred to.
238	<p><u>Page - 75, Technical & Special Conditions, Clause 4.1;</u></p> <p>When quantum of dredging in particular stretch was not indicated and not known, it is very difficult for a contractor to give time line to complete dredging to desired depth and maintenance of channel thereafter.</p>	Bidders are advised to do their own due diligence to collect the required information necessary for bidding.
239	<p><u>Page - 75, Technical & Special Conditions, Clause 4.2;</u></p> <p>It is stated that, the quantity of dredging, length of Bandal and navigational marks is to be ascertained by the bidders as per site condition and the quantum of dredging and Bandalling varies year to year based on the condition of channel after flood season – Past data of all stretches may please be provided to assess the quantum of dredging and Bandalling work to prepare time and cost estimates.</p>	Past data related to bandalling and dredging work may not be useful therefore bidders are advised to collect afresh data / information / site condition based on their methodology adopted to achieve assured depth as per terms and condition of the tender document.
240	<p><u>Page - 76, Technical & Special Conditions, Clause 6(i);</u></p> <p>Dredging is possible in the soils amenable to CSD capability only.</p>	Type and capacity of the dredger based on soil condition is to be ascertained by the bidders. However clarification at sl. no. 35 above may be referred to.
241	<p><u>Page - 77, Technical & Special Conditions, Clause 6(iii);</u></p> <p>Responsibility of providing disposal area shall be with</p>	In reference to this clause, clarification at sl. No. 37 above may be referred to.

	IWAI and request to consider, obtaining permission from Land owner shall be within the scope of IWAI.	
242	<u>Page - 77, Technical & Special Conditions, Clause 6(v)b;</u> Request to extend Initial period of 2 Months to 4 months because achieving 1.80 mts in entire stretch is indeed difficult task.	Clarification at sl. No. 4 above may be referred to.
243	<u>Page - 79, Technical & Special Conditions, Clause 6.5;</u> Request to include Escalation on labour also as this contract for 5-years.	Clarification at sl. No. 187 above may be referred to.
244	<u>Page - 80, Technical & Special Conditions, Clause 7(ii);</u> As no. of shifting of dredger & Pipeline is unknown factor, request to consider idle time charges for the time taken for shifting of dredger and its accessories.	No amendment is considered necessary under this clause.
245	<u>Page - 80, Technical & Special Conditions, Clause 7(iii);</u> Dredger is positioned in the centre of channel for its operations. Dredger need to be shifted whenever barges are crossing the dredging area and considerable time is lost. Loss of time on this account shall be compensated by idle time charges.	Clarification at sl. No. 40 &41 above may be referred to.
246	<u>Page - 80, Technical & Special Conditions, Clause 7(iv);</u> Request to include idle time charges for the stoppages of dredging operations on any other reasons which are beyond the control of contractor.	Clarification at sl. No. 41 above may be referred to.
247	<u>Page - 81, Technical & Special Conditions, Clause 7(xii);</u> As this is long term contract, Difference in Service Tax shall be paid at actual.	Clarification at sl. No. 30 above may be referred to.
248	<u>Page - 81, Technical & Special Conditions, Clause 7(xvii);</u> Providing suitable reclamation area shall be responsibility of IWAI as these areas are not familiar to the contractor. Delay in identifying the reclamation area and stoppages of dredging on this account shall be compensated by idle time charges.	Clarification at sl. No. 58 above may be referred to.
International Seaport Dredging Ltd.		
249	<u>Page - 5, Section - I, Notice Inviting Tender (NIT), Clause 5(i), (ii) and (iii);</u> Payment of EMD partly in the form of DD and partly in the form of BG It is proposed to submit total EMD in the form of BG.	Clarification at sl. No. 196 above may be referred to.
250	<u>Page - 14, Section - II, Instructions to Bidders (ITB), Clause 25.1;</u> Bids shall remain valid for a period of minimum 180 days from the last date of submission of Bids It is proposed to reduce the validity period to a maximum of 90 days from the date of submission of offer, as it would be difficult to maintain the offer for such long periods waiting for award of work.	Clarification at sl. No. 201 above may be referred to.
251	<u>Page - 41, Section - VII, General Conditions, Clause 3.2;</u> Security Deposit..... Bank guarantee will not be accepted as security deposit. It is requested to consider submission of BG towards	No amendment is considered necessary.

	the Security Deposit.	
252	<p>Page - 46, Section - VII, General Conditions, Clause 10; In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the partiesIt is clarified that an additional cost to be incurred by the Contractor due to providing facilities to other's Contractors shall be reimbursed by the Contractor.</p>	No amendment is considered necessary.
253	<p>Page - 47, Section - VII, General Conditions, Clause 16; Deviations:..... 16.4 Under the circumstances, the contractor shall at any stage not suspend the work on account of non-settlement of rates of such Deviated items.</p> <p>It is clarified that in case the deviations proposed by the Engineer require mobilization of additional equipment to the site, agreement on the additional payment would be a pre-requirement for execution of such deviations.</p>	No amendment is considered necessary.
254	<p>Page - 56, Section - VII, General Conditions, Clause 29; Force Majeure: 29.2.....neither the Authority nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.</p> <p>Force Majeure shall be considered as Employer's Risk and the additional cost if any incurred by the Contractor shall be to the account of Authority (Employer).</p>	Clarification at sl. no. 21 above may be referred to.
255	<p>Page - 60, Section - VII, General Conditions, Clause 31; Insurance: 31.6(f) (iv)-</p> <p>Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with their responsibilities under Clause 31.6(e).</p> <p>The insurance policies will be in the name of the Contractor and endorsement for waiver of subrogation will be secured in favour of Employer and Engineer.</p> <p>It is clarified that any amounts not insured or not recovered from the insurers shall be borne by the respective parties in accordance with their responsibilities under the Contract.(who is responsible for the damage)</p>	Referred clause is self explanatory. Therefore no amendment is considered necessary under this clause.
256	<p>Page - 60, Section - VII, General Conditions, Clause 33; FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:..... Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on</p>	Clarification at sl. no. 221 above may be referred to.

	<p>account of any profit or advantage which he might have derived from the execution of the works in full</p> <p>In case of such foreclosure, the Employer shall pay all the cost incurred by the Contractor till the date of foreclosure, demobilization charges and 10% of the balance unexecuted work.</p>	
257	<p><u>Page - 63, Section - VII, General Conditions, Clause 35.6;</u> Termination due to Contractor's Default: 35.6: Also, the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, equipment, implements, temporary building / structures etc. It is clarified that the Contractor's dredging equipment cannot be sold by the Engineer in charge.</p>	This is a standard clause therefore no amendment is considered necessary.
258	<p><u>Page - 64, Section - VII, General Conditions, Clause 35.8;</u> Termination for IWAI's convenience:35.8(iii): Should the contract be determined under the sub-clause (i) of the above said clause, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination. In case of termination of Contract for the Convenience of IWAI, the Contractor shall be paid the total cost incurred and 10% of the value of unexecuted works as per the provisions under FIDIC.</p>	No amendment is considered necessary.
259	<p><u>Page - Section - VII, General Conditions, Clause ;</u> It is proposed to add a clause for Termination of Contract by the Contractor in case of delay of payment by IWAI beyond the agreed period, and /or any other breach by IWAI not remedied even after notice by the Contractor.</p>	Insertion of new clause is not required.
260	<p><u>Page - 67, Section - VII, General Conditions, Clause 42;</u> Payment on account:42.7..... Service Tax Registration certificate and proof of payment shall be submitted by the Contractor for reimbursement purpose</p> <p>It is clarified that Tax invoice with Service tax number on the invoice would be sufficient and no other proof of service tax payment would be necessary. Service tax is to be paid along with the bill and not on reimbursement basis.</p>	Copy of proof of deposited service tax challan / certificate from Chartered Accountant is necessary. Besides the service tax registration certificate be also submitted once at the time of submission of bid.
261	<p><u>Page - 68, Section - VII, General Conditions, Clause 43;</u> Taxes, Duties, Levies:including POL (and increase if any, on these during the currency of the contract) that the contractor has to purchase for the performance of the contract.....</p> <p>It is clarified that increase in taxes, duties, etc. due to change in legislation shall be to the account of IWAI.</p>	Clarification at sl. no. 30 above may be referred to.
262	<p><u>Page - 70, Section - VII, General Conditions, Clause 50;</u> Arbitration</p> <p>It is proposed that all the disputes not amicably settled shall be resolved by Arbitration by a panel of three</p>	Clarification at sl. no. 33 above may be referred to.

	arbitrators under ICC Rules.	
263	<p>Page - 72, Section - VII, General Conditions, Clause 52; Interest: No interest shall be payable on account due to the contractor against final bills or any other payment due under the contract.</p> <p>It is clarified that interests shall be payable on all delayed payments at SBI prime lending rate plus 2%.</p>	No amendment is considered necessary.
264	<p>Page - 72, Section - VII, General Conditions, Clause 53; Advance payment:The mobilization advance will be interest bearing and the interest @ 10.70% per annum.</p> <p>It is proposed that the Advance payment be made free of interest</p>	Clarification at sl. no. 32 above may be referred to.
265	<p>Page - 76, Section - VII, Technical Specification, Clause 4; Scope of Work: Cl 2.2: The quantity of dredging, length of bandal and navigational marks is to be ascertained by the bidders as per site condition / own resources / and may also taking into consideration of data available in IWAI website, which gives last ten years occurrence of least available depth in these stretches.</p> <p>Since it would be impossible for the Contractor to assess the quantum of work from the site, the Contractor's offer would be based on the data provided by IWAI.</p>	Clarification at sl. no. 36 above may be referred to.
266	<p>Page - 76, Section - VII, Technical Specification, Clause 6(i);If the dredger meets any strata such as boulders, ropes, sand stone, stone debris, wooden logs etc., such patches will also be continued to be tackled with a modified cutter or cutter teeth like serrated etc. capable for dredging such materials for a length of up to 20 m. Please note that since the dredgers to be deployed would be small CSD, it would not be possible to dredge sand stone etc. even for 20 m length and such area shall be outside the scope of Contractor.</p>	Clarification at sl. no. 102 above may be referred to.
267	<p>Page - 77, Section - VII, Technical Specification, Clause 6(iii); The contractor shall identify the disposal sites, obtain necessary permission from Engineer-in-charge and necessary permissions from the land owner wherever required and the expenditure thereof including the payment to the land owners if any for hiring/taking on lease etc. for dumping shall be borne by the contractor.</p> <p>It is clarified that it is the responsibility of IWAI to provide the space for disposal and any payment to the land owners shall be to the account of IWAI.</p>	Clarification at sl. no. 58 above may be referred to.
268	<p>Page - 78, Section - VII, Technical Specification, Clause 6.0; Escalation:</p> <p>It is proposed to make the following changes:</p>	Clarification at sl. no. 39 & 47 above may be referred to.

	<p>Replace HSD with Main Fuel. The component of fuel as 0.3 instead of 0.12 The escalation is payable on monthly basis.</p>	
269	<p>Page -80, Section - VII, Technical Specification, Clause 7.0; Other Conditions:.....</p> <p>(iii) Normal barge and vessels / crafts movement in the channel shall not be interrupted by the dredging operation.</p> <p>While every effort will be made to avoid interference with barge moment, if the dredger is idle due to barge movement, idle time is payable by IWAI.</p> <p>(iv) No idle time charges will be paid to the contractor on any account during the contract period.</p> <p>If the Contractor's equipment is idle for reasons not attributable to the Contractor, idle time is payable.</p> <p>(ix) If the contractor's personnel or any outside labour employed to work during execution of contract, breaks or damages/destroys any vessel, craft, net, fishing stakes etc. building, road, kerb, water pipe, fence, bund, wires, trees, crop, fruit and cultivated ground etc.</p> <p>It is clarified that IWAI shall ensure that there are no fishing nets, fishing stakes etc. in the dredging area and contractor shall not be responsible for damages if any . In addition, any damages to the Contractor's equipment due to entanglement of fishing nets shall be paid by IWAI.</p> <p>(x) The right to award, split up work or to reject the offer.....</p> <p>Please note that Contractor's offer would be based on award of full scope of work.</p> <p>(xii) Any dispute with the local fishermen, for removal of fishing nets, stakes, from the channel to be dredged shall be solved by the contractor.</p> <p>IWAI shall arrange for possession of site without any fishing nets, stakes etc. and any dispute shall be settled by IWAI in this regard.</p> <p>(xvii) Contractor shall pay special attention for identification of disposal sites.</p> <p>It is clarified that the IWAI shall provide the disposal sites.</p> <p>(xix) In case of obstructions like concrete piles, the</p>	<p>Clarification at sl. no. 40 above may be referred to.</p> <p>Clarification at sl. no. 41 above may be referred to.</p> <p>Clarification at sl. no. 42 above may be referred to.</p> <p>No amendment is considered necessary under this clause.</p> <p>Clarification at sl. no. 113 above may be referred to.</p> <p>Clarification at sl. no. 58 above may be referred to.</p> <p>Not agreed. Further clarification at sl. no. 62 above may also be referred to.</p>

	<p>structures of fishing nets fallen, plastic debris, fallen trees, etc. are to be removed by the contractor, no extra payment or any benefit will be paid to the contractor in that regard.</p> <p>It is clarified that all obstructions in the dredging area shall be removed by Contractor at extra cost subject to availability of equipment at site.</p>	
270	<p><u>Page - 91, Section - VII, Appendix to Bid, Clause 3:</u> Performance Security</p> <p>It is clarified that the performance security shall be 10% of the yearly contract value.</p>	<p>No.</p> <p>Performance security shall be 10% of the total value of the contract awarded.</p>
271	<p><u>Page - 91, Section - VII, Appendix to Bid, Clause 42:</u> Interest on delayed payment</p> <p>Interest at SBI prime lending rate plus 2% is payable on delayed payments.</p>	<p>No change is considered necessary.</p>
Salient Projects Pvt. Ltd.		
272	<p><u>General:</u> The River experience of Inland Waterways Authority of India (IWAI) for the past 5 years in developing the proposed stretch is required, so as to analyze the requirement for the period of tender. The data, if indicated with the type of measures adopted and cost incurred thereof can give a reasonable guidance to firm up the competitive cost. In the absence of such data, either the exaggerated cost or wrong cost may emerge in the BID.</p>	<p>Clarification at sl. No. 68 - 79 above may be referred to.</p>
273	<p><u>Page- 36 , Section - VI, Schedule:</u> The estimated cost (item wise and stretch wise) may please be made available so as to firm up the reasonable BID cost.</p>	<p>Not required. Revised Section - VI - Schedule will be issued separately as a corrigendum.</p>
274	<p><u>Page - 78, Section - VIII, Technical and Special conditions, Clause 6:</u> The list of DREDGING equipments and the list of SURVEY equipments that could be spared for the contractor may be provided since the same may be useful in assessing the factual requirements for the proposed work. The cost of hire etc., {for such equipments proposed to lend for the subject work} will be the guiding factor in firming up the BID cost. Hence may be provided.</p>	<p>Clarification at sl. No. 107 above may be referred to.</p>
275	<p><u>Page - 78, Section - VIII, Technical and Special conditions, Clause 6:</u> While lending the equipments, especially, the DREDGERS etc., the hiring cost with manpower or without manpower may also be required so as to plan the strategy of development including the working out of BID cost etc.,.</p>	<p>Clarification at sl. No. 107 above may be referred to.</p>
276	<p><u>Page - 5, NIT, Clause 5 ;</u> The EMD has been specified as Rs. 20 lakhs in the form of Demand Draft and Rs. 40 lakhs has been specified / allowed in the form of Bank Guarantee. In such huge works, the full EMD amount may be allowed in BG Format.</p>	<p>Clarification at sl. No. 96 above may be referred.</p>

277	Page - 17, Section - II, ITB, Clause 29 (i); The Solvency amount asked for has been felt as very high value. May please be revised for lesser amount.	Clarification at sl. No. 87 above may be referred to.
278	Page - 77, Section - VIII, Technical and Special conditions, Clause 6.0 ; Reference to Para 6 (Technical specifications) of Section VIII (Technical and Special Conditions) of the contract, the deduction at the tolerance for 2.0 m to < 1.8 m has been noted as very harsh. The 100 % deduction proposed in the payment is illogical, since the work is on the river against nature.	No change is considered necessary since it is assured depth contract.
279	Page - 65, Section - VII, General condition of the contract, Clause 38 ; Reference to the clause 38 of General Conditions of contract Liquidated Damages, 10 % of the contract Price is very high in real values for such huge works. May be reviewed for lesser values, keeping in view the non predictable situation in such river oriented works.	It is standard clause as per the Government guidelines.
280	Page - 77, Section - VIII, Technical and Special conditions, Clause 6.0 & Page - 65, Section - VII, General condition of the contract, Clause 38; The Liquidated Damages (LD) and Tolerance penalty are multiple penalty for one default. Clarification is requested.	LD and reduction in rates for not achieving the assured depth is not multiple penalty for one default. The reduction in rates under clause 6 is applicable only in case the assured depth is not achieved by the contractor. But in the contract there are other auxiliary items also which are to be performed / executed in a time..... manner. The clause 38 is a caters for delays in such activities.
281	Page - 72 & 73, Section - VII, General Condition of the contract, Clause 53 ; Reference to the clause 53 of General Conditions of contract, the Work advance / Mobilization advance of 10% may be considered with 25% due to the involvement of mobility / deployment of heavy equipments like Dredgers.	Clarification at sl. no. 32 above may be referred to.
282	Page - 46, Section - VII, General Condition of the contract, Clause 12 ; Reference to clause 12 of General Conditions of contract, the Mobilization time allowed may not be sufficient due to the involvement of mobilization of equipments like Dredgers. May need to be revised with higher time frame.	Clarification at sl. no. 9 above may be referred to.
283	Page-11, Section-II- ITB- A. General, clause 9; In view of the above, the submission date may please be extended to a considerable period after providing the requisite data for firming up of the BID.	Clarification at sl. no. 6 above may be referred to.
Chinnar Shipping and Infrastructure (India) Ltd		
284	General What is the Estimated Cost of Work for each stretch?	Bidders are requested to do their own due diligence for getting information / their assessment about these factors
285	General Kindly arrange to provide Copy of estimate (rough estimate)/ DPR (Detailed Project Report) for subject	Bidders are requested to do their own due diligence for getting information / their assessment about these factors

	work from authority.	
286	Page-25, Section-III, Bidding data, reference clause- 1; What is the existing average depth of all three stretches?	Clarification at sl. no. 8 above may be referred to.
287	Page 78, Section -VIII, Technical and Special conditions, Clause 6.0 (vii); What are the terms & conditions if Dredger/ Work Boat/ House Boat/ survey launches as and when required by the contractor is provided by the Authority? Also specify if the same is possible or Not?	Clarification at sl. No. 107 above may be referred to.
288	Page 42, Section -VII, GC of Contract, clause 3.5; Approximate quantity to be dredge per year in all three stretches based on past experience/ data available with the Authority.	Clarification at sl. No. 49 above may be referred to.
289	Page 75, Section -VIII, Technical & special conditions Clause A.1: Objective and Area of work; Existing status of channel marking buoys and navigation lights in all three stretches.	Placing of buoys and navigation lights is not covered under the present tender work. However, for day navigation mark clarification at sl. No. 55 above may be referred to.
290	Page 76, Section -VIII, Technical and Special conditions, Clause 6.0 (i); what is the status of hard strata in between Patna - Varanasi stretch? As per our information there are some Hard Patches in between. As you are aware that some specific time is required for removing these patches. So request please clarify the effect of less depth (below 2.2/ 2.5 Mtr) on monthly running bill & what will be the term & condition to remove such patches?	Hard Strata is available near to the Varanasi for which separate tender is in process in the present tender we understand that no hard strata is encountered so far by IWAI. However, clarification at sl. No. 102 above in this regard may be referred to.
291	Page 8, Section - II, ITB, Clause 5.2b; Please clarify followings:- • One similar development work costing not less than Rs. 40 crores or • Two similar development works costing not less than Rs 25 crores each or • Three similar development works costing not less than Rs 20 crores each. Above cost is for all three stretches or single stretch? If for all three stretches than proportionally the cost should be bifurcated to all three stretches separately.	Clarification at sl. No. 81 above may be referred to.
292	Page 8, Section - II, ITB, Clause 5.2 (b); Please clarify "Similar Development Work" i.e. if a company engaged in infrastructures development work/ Civil Engineering Works, their experience can be treated as "Similar Development Work" or Not?	Clarification at sl. No. 1 above may be referred to.
293	Page - 5, NIT, Clause 5 ; In which form we have to provide lines of credit Bank Solvency /BG Limit/ L/C limit?	Bank solvency certificate should be on normal format issued by nationalized / scheduled bank.
294	Page-67, Section-VI- General condition of the Contract, clause 42.1; Performance Guarantee 10% and Security Deposit 5% Total 15% will be deducted?	Please refer the clause - 3 performance guarantee and security deposit under section - VII - General condition of contract for more clarification.
Rock & Reef Dredging Pvt. Ltd.,		
295	Page-8, Section-II- ITB, clause 5.2 (b); We request you to reduce your estimated project cost	Clarification at sl. No. 1 above may be referred to.

	<p>by 10% and vis a vis the qualification criteria as One similar development work costing not less than Rs.36 crores or Two similar development works costing not less than Rs.22.5 crores each or Three similar development works costing not less than Rs.18 crores each. This reduced qualification criteria will attract more competition and lead to more competitive bidding and saving in project cost.</p>	
NATIONAL MARINE AND INFRASTRUCTURE (I) PVT LTD		
296	<p><u>Page - 112, Appendix - I (E), Technical Capacity of Bidder;</u> We are UAE based company and are participating in this tender on the name of our India subsidiary / associate company. Our India company is a company registered under company's act 1956. For establishing the technical and financial eligibility, we are claiming the Technical and financial experience of our parent company or Associates company for computation. "Associate" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. Further to substantiate this certificate from an auditor shall be provided to demonstrate that a company is an Associate of the Applicant. Kindly clarify.</p>	<p>In absence of required document it is very difficult to establish the qualification of the bidders. Bidders are advised to go through the criteria laid for qualification in the tender document and assess himself.</p>
297	<p><u>Page - 8, Section - II, ITB, Clause - 5.2 (b)</u> As per the pre-qualification criteria mentioned under clause 5.2 the bidder should have experienced inOne similar development works costing not less than Rs.40 crores..... We request to kindly provide definition of Similar development works. As the proposed project is not a developmental works and it is works contract for contractors, we propose to incorporate as below; "Similar works in this case shall be defined as execution of Capital/Maintenance dredging work using Cutter Suction Dredger / Trailer Suction Hopper Dredger".</p>	<p>Clarification at sl. No. 1 above may be referred to.</p>
298	<p><u>Page - 8, Section - II, ITB Clause - 5.2 (a)</u> Our Parent / Associate company is based in UAE. As per the UAE books and account keeping standards, all the commercial establishments / companies follows financial year starting from 1st January to 31st December unlikely as in India we follows: financial year starting from 1st April to 31st March. In this case we request you to kindly modify the clause as follows.</p>	<p>Agreed.</p>

	"Average Annual Turnover during the last three financial years reckoned from bid submission due date should not be less than....."Financial year shall mean, for the purposes of this tender hereunder, means the accounting year followed by the Applicant in his country in the course of its normal business."	
299	<p><u>Page - 8 & 14, Section - II, ITB, Clause - 5.2 & 24</u> For computation of Technical and financial experience of our Associates company which is an international company having its currency other than India Rupees.</p> <p>In this case we request to kindly provide the guideline or conversion rate for other currency in to Rupee denomination.</p> <p>Or you may include following for clarification;</p> <p>"For conversion of Us Dollars / other currency to Rupees, the rate of conversion shall be as on the date 30 to 45 days prior to the Application Due Date. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date."</p>	A conversion rate and calculation detail from other currency to INR is to be submitted along with the document required for qualification criteria as per the tender document.
300	<p><u>Page - 11, Section - II, ITB - A General Clause - 9</u> As the project length is approximately 360 km and project duration spans 5 years, we request to kindly organize a site visit with the authorized person from your side for facilitating the site visit who can show exact locations and project site conditions.</p>	Clarification at sl. No. 97 above may be referred to.
301	<p><u>Page - 42, Section - VII, General conditions of the contract, Clause 3.5 ;</u> We understand this project is proposed on LSTK basis; but to bring all the bidders on equal platform for pricing and evaluation we request to provide project dredging quantities. So as it will facilitate fair competition.</p>	Clarification at sl. No. 49 above may be referred to.
302	<p><u>Page - 75, Section - VIII, Technical and Special conditions, Clause - 4.1;</u> Request to provide basis of arriving the minimum capacity of dredgers as mentioned in the clause.</p>	Clarification at sl. No. 35 above may be referred to. This is based on IWAI experience such a long period in the River Ganga.
303	<p><u>Page 25, Section -III, Bidding data, Ref. clause -1 of ITB ;</u> Request to kindly provide soil investigation report carried out by IWAI at various locations in past.</p>	Clarification at sl. no. 46 & 36 above may be referred to.
304	<p><u>Page 76, Section -VIII, Technical and Special conditions, clause A.-4.2 : Scope of work;</u> Request to kindly provide hydrographic report carried out by IWAI at various locations in past.</p>	Clarification at sl. no. 36 above may be referred to.
305	<p><u>General;</u> Request to kindly provide project report prepared by IWAI for the subject works.</p>	Bidders are advised to apply their due diligence to collect the required information necessary for bidding.
306	<p><u>Page 79, Section -VIII, Technical and Special conditions, clause A.-6.6 : Escalation;</u> Request to kindly modify/replace work HSD by "Main fuel" required by dredgers and other mechanical equipment's.</p>	Clarification at sl. no. 39 above may be referred to.
307	<p><u>Page 79, Section -VIII, Technical and Special conditions,</u></p>	Clarification at sl. no. 39 above may be

	clause A-6.6 : Escalation; Request to kindly provide escalation for oil and lubricants also. As all the major mechanical equipment's i.e. Dredgers & vessels are big consumers of Oil and Lubricants whose prices are fluctuating based on international crude oil prices. For project of such duration i.e. 5 years it is required to have escalation for Main fuel, Oil and Lubricants.	referred to.
308	Page 25, Section -III, Bidding data, Ref. clause -1 of ITB Request to kindly provide designated disposal area in case of dredged material cannot be dumped in the channel/river itself. As procuring local approval/permissions from land owners is cumbersome and time consuming.	Clarification at sl. no. 46 above may be referred to.
309	Page-11, Section-II- ITB- A. General, clause 9; Looking at the project scope of works and time required for concluding site visit we request to kindly extend the bid submission due date by at least 30 days from the date of pre-bid clarification issuance and joint site visit.	Clarification at sl. no. 6 above may be referred to.
MEKA DREDGING PVT. LTD.		
310	Page - 8, General , Clause No. 5.2 (a); In case the total Net worth of the bidders is substantially high (i.e. More than Rs.100 to Rs.150 crores), it is requested that the line of credit requirement may be exempted.	Request of the bidder is not agreed to. Clarification at sl. No. 139 above may also be referred to.
311	Page - 77, Technical Specification , Clause No. 6; Kindly clarify if the liquidated damages will be charged in addition to the deductions from the RA bills if the required Depth of 2.2 mtrs is not maintained.	Clarification at sl. No. 167 above may be referred to.
312	Page - 91, Appendix to Bid - Performance Security; Request to keep revolving performance security as 10% of the annual contract value. The performance security will be renewed each year.	Clarification at sl. No. 11 above may be referred to.
313	Page - 68, Taxes, Duties and Levies, GCC Clause No. 43; Please specify whether royalty & excise duty are payable. If yes, on what basis these will be payable. How the measurement will be done for royalty purpose.	Clarification at sl. no. 30 above may be referred to.
314	Page - 68, Taxes, Duties and Levies, GCC Clause No. 43; Kindly let us know Excise is applicable on what.	Clarification at sl. no. 30 above may be referred to.
315	Page-25, Section-III, Bidding data, reference clause- 1; Request you to provide the bathymetric data, if available, of the three stretches. Alternatively, estimated quantity of dredging required to be carried out to achieve the desired level initially.	Clarification at sl. no. 8 above may be referred to.
316	Page - 76, Section -VIII, Technical and Special conditions, clause A.-4.2 : Scope of work; Request to provide siltation rate annually.	Clarification at sl. no. 36 above may be referred to.
REACH DREDGING LIMITED		
317	Page - 8, Section - II, [Instructions to the Bidder (ITB)], A General, 5 Qualification of the Bidder, Sub - Clause 5.2 (a)Page - 17, Section - II [Instructions to the Bidder (ITB)], D Submission of Bids, 29 Instructions of submission of Bids, Sub - Clause (i) We request to bring down the Solvency and Turnover requirement to Rs.10 crores for each stretch.	Not agreed. This is as per the guidelines of Government of India

	<p><u>Page - 8, Section - II, [Instructions to the Bidder (ITB)], A General, 5 Qualification of the Bidder, Sub - Clause 5.2 (b)</u></p>	
318	<p>We humbly submit before your good self that we are not able to meet this requirement but as a company we are technically competent and financially solvent to undertake these works. We request amendment of this clause to: Evidence of experience and completion certificate issued by concerned organization for the completed project for the past seven year as submitted with EOI document. Only evidences pertaining to the past experience requirements (completed & ongoing) specified below needs to be furnished. For partially completed works, certificate of Client/Empower clearly stating the physical & financial quantum of works completed shall be furnished. Evidence related to works of lesser size, or prior to the 7 years period preceding December 2014 need not be furnished. The below mentioned work costing shall be considered only for each stretch of work:</p> <p>One similar development work costing not less than Rs.32 crores or Two similar development works costing not less than Rs.20 crores each or Three similar development works costing not less than Rs.16 crores each.</p> <p>The definition of "SIMILAR WORK" is missing in the tender. We suggest that the requirements may be kept similar as in: Tender No. IWAI/PL-13(2)/NW-4/SBC/2014-15/01 Name of Works: Tender for capital dredging, excavation and formation of the bank with the excavated material after levelling etc in South Buckingham Canal if BW-4 for the stretch between Sholinganallur and Kalpakkam in Tamil Nadu. Clause iv of NIT which reads as follows: "The similar nature of work may be considered dredging and excavation operation in Inland Waterways, Ports/Harbour, river, lake with the assistance of suitable dredgers, excavators, earth moving equipment etc and also bank protection work for the formation of the banks of the irrigation or any other canal or related work".</p>	Clarification at sl. no. 1 above may be referred to.
319	<p><u>Page - 5&6, Clause 5 i, ii, iii of NIT Page - 15, Section - II, [Instructions to the Bidder (ITB)], B Bidding documents, 5 Earnest Money Deposit (EMD) / Bid Security, Sub - Clause 26.1</u></p> <p>We request to kindly accept the full EMD as Bank Guarantee since we are agreeable to give Unconditional Bank Guarantee revocable in New Delhi. The logic behind such statement is that in such case also, the Tender Issuing Authority is full insulated against any irregularities of any erring Bidders. The same is practiced in various Government Departments</p>	This is as per the guidelines of Government of India

	like Ahmadabad Municipal Corporation.	
320	<p>Page - 6, Notice Inviting Tender (NIT), Clause - 6; We think that the work "are" should be read as "and". Please clarify if so then it means that a single bidder can participate in multiple tenders. Please clarify whether we are thinking in the right direction.</p>	Clarification at sl. No. 197 above may be referred to.
321	<p>Page - 11, Section - II, [Instructions to the Bidder (ITB)], A General, 5 Qualification of the Bidder, Sub - Clause 7</p> <p>This Clause contradicts clause 6 of NIT which reads as follows: Bidders can quote for single stretch or multiple stretch also along with the requisite EMD/Bid security separately along with Bid. We feel that this clause is an injustice to the rule of natural law. If a Bidder is able to meet the overall Eligibility Criteria for all the tenders, there is no logic to prevent him in bidding for multiple works, when he has the technical and financial capability to execute all the works simultaneously. We request the Tendering Authority to amend this clause and allow bidders to quote in multiple tenders.</p>	Clarification at sl. No. 197 above may be referred to.
322	<p>Page - 11, Section - II, [Instructions to the Bidder (ITB)], A General, 9 Site Visit and Familiarization with works;</p> <p>Pre-tender survey, assessment of actual site condition, dumping area problems, local problems, costing and estimation will take substantial time to be done systematically for submitting a "Competitive Techno-Commercial Bid". 10 Years silting data is a minimum requirement for making costing and estimation by the bidders. Please share the data with the bidders. We request to extend the Tender Submission Date to March 10, 2015 by 15.00 Hours instead of existing February 10, 2015 by 15:00 hours.</p>	Clarification at sl. No. 6 above may be referred to.

323	<p><u>Page - 22, Section - II, [Instructions to the Bidder (ITB)], E Bid Opening and Evaluation;</u></p> <p>The Tendering Authority is not explicit on the procedure of "Financial Bid Evaluation". We propose that NPV (Net Present Value) method be used, if multiple bidders are having the same L1 rate by amortizing future payment to zero date against each item of BoQ that the bidders have quoted for</p>	<p>In case total of price quoted for 5 years by two or more bidders becomes exactly equal, NPV (Net Present Value) method with discounting rate of 10.7% and zero date as last date of bid submission will be adopted to arrive at Lower / Lowest bid average among such bidders. Clause 39.5 of section - II, ITB is amended as follows:</p> <p><i>"As stated in clause 37.2 above and subject to the provisions of the clause 39.2 above, the offer has to be to undertake all the items of the work as listed in main Bill of Quantity [BoQ-1, BoQ- 2 & BoQ - 3] and alternate Bill of Quantity [BoQ- 1A, BoQ - 2A & BoQ - 3A] of bid document. The aggregate sum offered under all the years for BoQ of each main BoQ put together in the financial bid will be the criteria for deciding the bid values of each bidder and consequently the lowest bid also. The alternate BoQ's (i.e. BoQ- 1A, BoQ - 2A & BoQ - 3A) are being asked only for reference purposes and not for the evaluation purpose at this stage".</i></p> <p>The word "constructions" in the 5th line under clause 39.6, section - II, ITB, Stands deleted.</p>
324	<p><u>Page - 27, Section - IV, Digital Signature Enrolment, Clause 2;</u></p> <p>Please clarify if a Bidder is a Consortium or Joint Venture, whether:</p> <p>a. Whether Digital Signature needs to be in the name of one of the members of Consortium/Joint Venture or it needs to be in the name of the Consortium or Joint Venture</p> <p>b. Whether Digital Signature has to be in the name of Power of Attorney Holder</p>	<p>Please refer clause 5.3 (iv) under section-II of ITB.</p>
325	<p><u>Page - 37, Section - VI, Schedule "A" Salient Features of the Work, Sub - Clause xi</u></p> <p>Please clarify whether the Table is to be left blank by the bidder.</p>	<p>Clarification at sl. no. 12 above may be referred to.</p>
326	<p><u>page-25, Section-III, Bidding data, reference clause- 1;</u></p> <p>What would be the Minimum and Maximum Depth of River in Summer Time and Winter Time respectively?</p>	<p>Clarification at sl. no. 8 above may be referred to.</p>
327	<p><u>Page - 25, Section -III, Bidding data, Ref. clause -1 of ITB</u></p> <p><u>i</u></p> <p>Shall we deposit silts on both banks of the river. If that's not feasible, then how far from bank the Silts have to be transported and whether Transportation Charges are included in the Rate or will be payable extra.</p>	<p>Clarification at sl. no. 46 above may be referred to.</p>
328	<p><u>Page 75, Section -VIII, Technical and Special conditions, clause A.-4.1 : Scope of work;</u></p>	<p>Clarification at sl. no. 35 above may be referred to.</p>

	What are the different types of Dredgers that will be allowed to be used by the Contractor?	referred to.
329	<p><u>Page 76, Section -VIII, Technical and Special conditions, clause A.-4.2 : Scope of work;</u> We could not get the Historical Siltation Data of the Project Area from the internet. Even the same could not be found in the website of IWAI. Ten year Siltation and Rainfall Data is absolutely required for accurate Estimation and Costing for quoting in the tender. We presume that the First Year Volume will be higher. In the balance years the volume will be lower. If this data is available, we request to kindly share the documents with the bidders. We need information on 1st year excavation volume, average excavation volume in the balance years, average width of river, present depth and desired depth (2.5 metres or 2.2 metres as per Tender Document).</p>	Clarification at sl. no. 36 above may be referred to.
330	<p><u>Page - 83, Section - VIII, Technical and Special conditions, Clause 8;</u> Since Bamboo Handling is involved, we need to know whether Bamboo is available locally and what would be the cost levels locally and understand the variation between actual and tendered estimate.</p>	Bidders are advised to do their due diligence to collect the required information necessary for bidding.
331	<p><u>Page - 82, Section - VIII, Technical and Special conditions, Clause 8(xxv) ;</u> Please clarify whether there is any Environmental Hazard in Silt Disposal on both sides of the River Bank using Pumps.</p>	Bidders are advised to do their due diligence to collect the required information necessary for bidding.
332	<p><u>Page 25, Section -III, Bidding data, Reference clause -1 of ITB ;</u> Please clarify whether Boat is required to Transfer Dredged Material to Disposal Site.</p>	Clarification at sl. no. 46 above may be referred to.