

MINUTES OF THE PRE- BID MEETING HELD ON 26.04.2016 AT IWAI H.O NOIDA IN RESPECT OF TENDER FOR “DREDGING OPERATION IN KRISHNA RIVER IN NW-4 IN THE STRETCH BETWEEN HARISHCHANDRAPUR TO MUKTYALA”

OFFICIAL PRESENT

I. IWAI

- | | |
|--------------------------|-----------------------------------|
| 1. Shri Pravir Pandey | Vice Chairman and Member(Finance) |
| 2. Shri. S. Dandapat | Chief Engineer (P & M) |
| 3. Shri. P.K. Srivastava | Hydrographic Chief |
| 4. Shri. M.K. Saha | Director(P&C) |
| 5. Shri Ajay Gupta | CAO(I/c) |
| 6. Shri. V. Sridhar | Dy. Project Director, Vijayawada |
| 7. Shri P. Srinivasa | AHS |
| 8. Shri R.K.Singh | Tech Asstt |

II. REPRESENTATIVES OF THE FIRM/PROSPECTIVE BIDDER

The queries received/raised by the bidders were discussed. The queries received through E-mail/letters from the following bidders are also discussed and deliberated.

1. M/s IMS Ship Management Pvt.Ltd, Mumbai
2. M/s Adani Ports and SEZ Ltd, Ahmedabad
3. M/s Ocean Sparkle Ltd, Hyderabad
4. M/s Yojaka (India), Pvt. Ltd. Mangalore
5. M/s Dharti Dredging and Infrastructure Ltd, Hyderabad
6. M/s Reach Dredging Ltd, Kolkata
7. M/s Dredging and Distillation Co. Pvt. Ltd, Kolkata
8. M/s Coastal Consolidated Structures Pvt.Ltd, Vijayawada
9. M/s Ardeshir B. Cursetjee & Sons Ltd, Mumbai
10. M/s ITD Cementation India Ltd. N. Delhi
11. M/s ASR Dredging Service Pvt.Ltd. Kochi
12. M/s KEI-RSOS Petroleum & Energy Pvt.Ltd, Rajahmundry

The clarifications of IWAI are as follows:

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
1.	Cl 6/ pg no 9	Earnest Money Deposit	Please provide the BG format for the EMD	Preform of BG provided for security deposit shall also be used as the BG format for EMD
2.	Cl 3/Pg no 8	Completion Period	Please provide completion period including Monsoon.	Completion period shall be as mentioned in the clause 3 page 8 of Tender document.

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3.	Cl 3 /Pg no 8	Monsoon period	Please mention the monsoon period specifically instead of 5 months Please confirm the monsoon period considered for one year or two years.	Clause is self-explanatory
4.		Hard copies	Please provide the List of Hard copies to be submitted physically.	Bids shall be submitted online; however, the submissions to be made in hard copy are mentioned in clause 4 page 4 of tender document
5.	6/ pg no 9	Earnest Money Deposit	We request you to provide us the following details :- Advising Bank Account details Bank Name of the Beneficiary: Branch name , Address & Contact Number IFSC Code	The EMD shall be submitted only through e-mode in the manner of 100% by RTGS The RTGS only payable in favour of "IWAI Fund (Security Deposits) " in the A/c no. 513202050000007, IFSC Code: UBIN0551325, Union Bank of India, Branch – Sector-15, Noida. The EMD to be valid for 180 days beyond the validity of the bid. The scanned copies of the RTGS receipt for EMD with transaction ID Certified by the same Bank must be enclosed along with the e-bid. In case the EMD receipt is not enclosed along with the e-bid, the bid is liable for rejection.
6.	Cl 4/Pg no 39	Security Deposit	Bidder request to accept the Bank guarantee as security deposit.	Conditions of RFP shall prevail
7.	Cl 35.4/Pg no 58	Shoal details	Please provide The No of shoals, and other	Available data with IWAI shall be

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
			details/drawings pertaining to shoal data for the competitive bid.	provided to the bidders on request. Bidders are however shall make the site inspection and ascertain the details.
8.	Cl1/Pg no 67	Back ground	Please provide the co-ordinates for the starting and Ending of each section,(Latitude and Longitude)	Section-I 16 ⁰ 34'22" N 080 ⁰ 26'45" E Section-II 16 ⁰ 46'38" N 080 ⁰ 03'42" E
9.	Cl 3 /Pg no 67	Soil testing	Please provide the soil data or DPR or borehole data.	Only data available with IWAI shall be provided to the bidders on request.
10.	Cl 4.4/Pg no 69	1500 mt length of shoal	There is no BoQ item for the shoal, please clarify.	The BoQ provided for dredged material shall be used for shoal also.
11.	Cl 4.5/pg no 69	Idle time charges	Bidder request the Employer, Idle time charges to be considered during flood season or monsoon period.	Conditions of RFP shall prevail
12.	Cl 4.15/Pg no 70	Dumping area	Please provide the locations of dumping areas along with drawings.	As per clauses 3.4 page 68 and clause 4.15 page 70 of tender document.
13.	General		(i) Employer to provide the following information: 1. Bathymetry Chart 2. Soil, sub soil information 3. Topography chart 4. Weather conditions 5. Carrying capacity of the river during the Lean season and Monsoon Season 6. Environmental impact assessment approval or provisions 7. Method of payment during Flood/Flash Flood seasons & waiver of LD during	Available data with IWAI shall be provided to the bidders on request. Bidders are however shall make the site inspection and ascertain the details.

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			above season	
14.	Pg no 90	Map	Please provide the CAD drawings	Only available drawings with IWAI shall be provided to the bidders on request.
15.	General	Guided site visit	Please arrange the guided site visit.	As per clause 8 on page 5 of tender document.
16.	Pg no 82,83	Mobilization and demobilization charges.	Please provide the lump sum item for Mobilization and demobilization of Dredgers	Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in- Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge. Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Scheduled Bank for the amount equal to

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				<p>110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.</p> <p>The mobilization advance above shall bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.</p> <p>If the circumstances are considered reasonable by the Engineer-in-Charge,</p>

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				the period mentioned in the above clause for request by the contractor in writing for grant of mobilization may be extended in the discretion of the Engineer-in-Charge
17.	Clause 2/pg 6	I/We hereby tender for execution of the works for dredging in Krishna River in NW-4 in the stretch between Pulichintala to Vijayawada in the documents mentioned in paragraph above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance with the specifications, drawings and other details given therein and at the rates contained in Schedules (price bids) and within the period (s) of completion of work and subject to such terms and conditions as stipulated in tender documents.	There seems to be a typo error as the stretch mentioned in the clause refer to the stretch between Pulichintala to Vijaywada against the proposed site between Harishchandrapur to Muktyala. Kindly Clarify	Shall be read as “stretch between Harishchandrapur to Muktyala”
18.	Clause 3/pg 8	The successful bidder will be expected to complete the works in all respect in both stretches within 15 months (excluding monsoon period of 5 months in a year.....	Kindly provide us the date for the scheduled commencement for the proposed works	Commencement of the works shall be after the monsoon period 2016
19.	Clause 1/pg 8	The proposed dredge channel shall be marked by bamboo at an interval of 20m on both sides by the contractor at no extra cost.....	We propose that dredge channel to be marked by bamboo should be at least 50m away	Entire channel shall not be marked for dredging. Only the channel that is being currently dredged by the contractor shall be marked by bamboo / Suitable PVC Post at an interval of 20m on both sides, at no extra cost. The bamboo shall be driven to a suitable depth in the bed and shall project a minimum length of 1.5m above the water level
20.	Clause 20.1/pg 12	This invitation for online bids is open to all reputed and resourceful	Kindly provide more clarity on this clause	Clause is self-explanatory.

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		contractors having completed similar works i.e. dredging on rivers/ canals /reservoir or ports or similar nature of works during last 7 years.	and we propose that the appointed contractor should be minimum of 7 yrs of dredging experience for the proposed works.	
21.	Clause 27/pg18	Bids shall remain valid for a period of 180 days after the deadline date for bid submission. A bid valid for a shorter period will be treated as non-responsive and shall be rejected.	We propose to reduce the bid validity period from 180 days to 90 days. This will help the contractor to plan the deployment of his dredgers for his works.	Bids shall remain valid for a period of 120 days after the opening of technical bids.
22.	Integrity Agreement page 26	Integrity Agreement	We assume that integrity agreement has to be signed by successful bidder in the tender. No clarification is mentioned in this regard. Kindly clarify	Integrity Agreement shall be signed by successful bidder once the work is awarded to him.
23.	Clause 5/pg 40	The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and Prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works in accordance with the provisions of the contract and its operation during execution of work.	Correctness and sufficiency of the tender should be with IWAI and not with bidders	Conditions of RFP shall prevail
24.	Clause 28.2/pg 51	If it appears to the Engineer-in-Charge or his representative at any time during the progress of work or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising	Defect liability should not applicable for dredging contract. Kindly remove the clause	Conditions of RFP shall prevail. The rectification of all unsound/defective works as described in the clause would be liability of the bidder and no extra cost shall be paid for the same.

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		out of defective design or defective/ improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense.		
25.	Clause 30.4/pg 54	If the suspension is ordered for the reasons under the Clause 30.2(b) and (c) above, the contractor shall be entitled to the extension of time equal to the period of every such suspension Plus 25% for the completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which suspended work forms a part	In case of suspension by IWAI the contractor is provided with required extension of time. We would also like IWAI to take into account the losses incurred by contractor due to suspension of work. In that case the contractor should be suitably compensated for the proposed works	Conditions of RFP shall prevail.
26.	Clause 40.2/pg 62	Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting therefrom the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.	The interim payment made to the contractor will be based on the dredging done at particular stretch as proposed by EIC and the quantity will be determined by pre and post survey. We would like to know the handing over pattern and size of each stretch that will be provided to appointed contractors for executing the proposed works.	Size of each stretch has been mentioned in clause 3.11 page 69 and clause 4.13 page 70 of tender document.
27.	Clause 41.1/pg62	The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc. Service tax to be shown separately and same will be reimbursed on production of proof of deposit by contractor. Labour Cess @ 1% to be deducted from the contractor's running bill.	Kindly provide clarification if labour clause is applicable for the proposed work	The labour clause is applicable for the proposed work. Bidder shall include labour Cess in the amount quoted by him in the financial bid.
28.	Clause 49/pg	No interest shall be payable on	We propose that	Conditions of RFP

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	66	account due to the contractor against final bills or any other payment due under the contract.	contractor should be paid suitable interest on any delay in payments for this proposed work.	shall prevail.
29.	Clause 2.2/pg67	M/s Tojo Vikas International Pvt.Ltd has conducted detailed hydrographic survey in the stretch and shoals were identified and dredging quantity has been worked out based on Bed width of 45 m, Depth 2.2 m below chart datum and side slope of 1:5 and submitted a detailed survey report	We would like IWAI to provide detail survey report conducted by hydrography surveyor. Also if possible provide the LAD chart/siltation pattern for the dredging area for the last 5 years. This will help us evaluate the stretch and provide quote as required in the tender document.	Only available data with IWAI shall be provided to the bidders on request.
30.	Clause 3.1/pg67	The material to be dredged as per the soil testing carried out during DPR at few locations is of sand, silt, coarse sand and admixture of compact and at number of locations. Precaution need to be taken for dredging and accordingly its disposal taking into environmental aspect	We would like IWAI to provide borehole data with locations for complete stretch. We assume that no rock dredging is envisaged for this stretch. Kindly provide the required data and clarify the same.	Only available data with IWAI shall be provided to the bidders on request. However, if hard rock dredging is encountered payment for it shall be made on terms and conditions mutually agreed between the employer and the contractor. The decision of IWAI shall be final in this regard and shall be accepted by the bidder in accordance with clause 3.2 page 67 of the contract.
31.	Clause 3.6/pg 68	The tolerance allowable in width shall be +1m on each side from C/L of channel and that in depth +10 cms from the specified depth. Depth could exceed up to 10cms beyond the specified minimum depth for which payment will be made	We propose that vertical tolerance be increased from current 10 cms to 30 cms	Conditions of RFP shall prevail
32.	Clause 3.7/pg 68	The area to be dredged shall be indicated by the Authority based on hydrographic survey charts. Pre and post dredging surveys shall be carried out by the contractor under the supervision of E-I-C or his nominee. The cross-sections shall be 10m apart	For doing survey at proposed site we propose that the distance of the cross section be increased from current 10 mts to 25-30mts.	Conditions of RFP shall prevail

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		and soundings shall be taken continuously and plotted at 4m interval on the cross-section lines. The cross-section shall be 100mwide. The survey charts for the detail survey carried out during 2014-2015 for the stretch shall be handed over only to the successful bidders to their respective stretches for information and planning of the work.		
33.	Clause 3.12/pg 69	The work is to executed in two stretches i.e. Schedule A for the stretch between Harishchandrapur to chamarru (ch. 20 km to 57 km) and Schedule –B for the stretch between U/s Chamarru to Muktyala (ch. 58 km to 87 km)	Kindly provide the details related to alignment of the channel for the complete stretch.	Only available data with IWAI shall be provided to the bidders on request.
34.	Clause 1/pg 84	Specified time period in months (including one month of mobilization time) 15 months (excluding monsoon period)	As mentioned in the tender no work will be carried out during the monsoon period. We would like to know if the IWAI will provide sheltered area for dredgers deployed at this proposed working site.	Bidders shall identified shelter area for dredgers and safety of equipment/machineries shall be bidders responsibility.
35.	Clause 1/pg 82	Execution of dredging through the assistance of dredgers of appropriate size, type and capacity as per general & special conditions and Technical specification...	Kindly specify the type, size and capacity of dredgers to be used for this proposed site. Also let us know the minimum number of dredgers to be deployed for each stretch.	The bidder shall propose dredgers of suitable number, type, size and capacity so as to finish dredging work in stipulated time as mentioned in the tender document.
36.	Clause 4.14/pg 90	Contractor is fully responsible for solving the disputes with the local fishermen w.r.t. removal of fishing nets, stakes, from the dredged channel. Similarly, all disputes with regard to the dumping of dredge spoil, any prior permission or arrangement on deemed fit for avoiding bank erosion or damage to any property or agriculture. The Authority shall not be responsible for solving the disputes related to execution of the dredging	IWAI as employer should be fully responsible for handling local issues/disputes and facilitate and help contractor for the smooth execution of the work. Also no L/D charges should be applicable for the appointed contractor in case of any of such delays.	Conditions of RFP shall prevail.
37.	-		We request to provide	Same as reply to query

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
			interest free mobilization advance for 10% of contract value against Bank Guarantee.	number 16 above
38.	-		We would like to know the duration of defect liability.	Same as reply to query number 24 above
39.	Pg 68, Cl.3.3 of Technical specification & special condition	Materials dredged may be disposed on to the flanks of the waterway or on to the low-lying area ashore or on the banks as directed by EIC. The disposal shall be made at an appropriate place by increasing the pipe length up to a maximum length not more than 500m, as directed by the Engineer-in-Charge.	What are the condition/ compensation if the length of the disposal point is more than 500m. Please clarify?	Bidders Shall take prior approval of Engineer in charge.
40.	Pg 68, Cl.3.6 of Technical specification & special condition	The tolerance allowable in width shall be +1m on each side from C/L of channel and that in depth +10 cms from the specified depth.	Since the dredging quantity is very huge, high capacity dredgers need to be deployed having cutter diameter minimum of 1.5mtr. Hence it is requested to increase the depth tolerance from +10cm to at least +30cm to minimize the heavy losses on contractors. Please clarify?	Conditions of RFP shall prevail
41.	Pg 68, Cl.3.9 of Technical specification & special condition	The total quantity to be dredged and excavated in the stretch between Harishchandrapur to Muktyala shall be approx. 2.90 million cum. However, the actual quantity may vary $\pm 20\%$.	What is the condition if the quantity varies beyond $\pm 20\%$. Please clarify?	For any variations beyond the $\pm 20\%$, additional financial implication, if any, on the unit rate/amount shall be mutually agreed between Contractor and the Employer based on Engineer's recommendation
42.	Pg 69 & 70, Cl.3.11 & 4.13 of Technical specification & special condition	3.11: If the length of shoal to be dredged is found to be more than 500m, charts/bills can be prepared and submitted for a minimum dredged length of 500m. 4.13: The R.A. bill shall be for a minimum of 100000 cum or 500 mt length of shoal.	Request for minimum of 50000 cum or 250 mt length of shoal.	Conditions of RFP shall prevail
43.	Pg 69, Cl.4.5 of Technical	No idle time charges will be paid to the contractor on any account	Hindrances due to local issues are beyond	Conditions of RFP shall prevail.

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	specification & special condition		contractor's responsibility and hence it is requested to compensate such delays.	
44.	Pg 67, 3.0 Technical Specifications for Dredging	As per the soil testing carried out during DPR at few locations is of sand, silt, coarse sand and admixture of compact and at number of location	Bidder requests to provide subsoil details of dredging area.	Only available data with IWAI shall be provided to the bidders on request.
45.	Pg 67, 2.0 Project Description	Bed width of 45m, depth 2.2 m below chart datum and side slope of 1:5	The dredged channel siltation rate (Percentage) in this region to be clarified.	The bidder shall judge the siltation rate and shall quote accordingly
46.	Pg 4 Clause 5(III(b))	<p>The firm should have successfully completed similar works during last 7 years ending last day of month previous to the one in which bids are invited either of the following:</p> <p>a) Three similar completed works costing not less than the amount equal to 40% of estimated cost of schedules quoted</p> <p>OR</p> <p>b) Two similar completed works costing not less than the amount equal to 50% of estimated cost of schedules quoted</p> <p>OR</p> <p>c) One similar completed work costing not less than the amount equal to 80% of estimated cost of schedules quoted</p>	<p>We request you to consider and reduce the requirement of similar work executed as per estimated cost PER YEAR (12 Months), (i.e.)</p> <p>Eg.: Contract Value – Rs. 33,85,00,000/- Completion Period – 20 Months (Inclusive of Monsoon) Contract value per month (33,85,00,000/20) = Rs. 1,69,25,000/- Contract value per year (1,69,25,000 X 12) = Rs. 20,31,00,000/- 1</p> <p>As per Clause 5(III(b)), 50% of 1 Should be Rs. 10,15,50,000/-</p> <p>Example: Job 1 completed within one year (12 Months): Rs. 7,66,38,231/- (2010-11) X 35% (Enhancing the actual value of work at simple rate of 7% per annum) = Rs. 10,34,61,612/-</p> <p>Job 2 competed within</p>	The qualification criteria stipulated in the tender document is self-explanatory. The tender shall not be divided into 3 stretches and conditions of RFP shall prevail.

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			<p>one year (12 Months): Rs. 13,50,06,309/- (2015-16)</p> <p>Please confirm that a Company with the above qualification will be considered as a Qualified company.</p> <p>We kindly request you to divide this tender into 3 stretches which will make more companies eligible to bid. This will make the tender more competitive and may lead to the deduction in the unit rate which will be favourable to IWAI.</p>	
47.	Pg 9	<p>NIT-Clause No. 6 (b) - EMD</p> <p>.....shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids</p> <p>INSTRUCTION FOR SUBMISSION OF BID - Clause No. 6, last para</p> <p>The Demand Draft to be drawn in favour of "IWAI-Fund" payable at Noida on any Nationalised / Scheduled Bank of India. The Bank Guarantee submitted as EMD to be valid for 90 days beyond the validity of the bid.</p>	<p>Validity of the EMD in the form of DD is for 90 days beyond the bid validity i.e 180 days + 90 days, which is in contraction to Clause No. 6 (b) - EMD on page 9 which says it should be valid for 6 months from the last date of submission.</p> <p>Kindly confirm</p>	Reply at S.no-5
48.	Pg 62	<p>GENERAL CONDITIONS OF CONTRACT- CLAUSE – 40: PAYMENT ON ACCOUNT</p>	<p>We request modification as follows:</p>	<p>Conditions of RFP shall prevail.</p>

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
		<p>40.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in- Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded / pre or post dredging survey charts and quantity calculations.</p> <p>40.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.</p>	<p>“Monthly Bills shall be submitted by the contractor by the end of each month for the items of work completed during that particular month. The Engineer-in-Charge recorded / pre or post dredging survey charts and quantity calculations.”</p> <p>Further, we request that the payment shall be made by the Authority within 10 days from the date of submission of the bill.</p> <p>Please confirm.</p>	
49.	Pg 32	<p>SCHEDULE B (XI) MILESTONES AS PER TABLE GIVEN BELOW:</p> <p>Table</p>	<p>We understand that this table and clause 34.5, 34.6 related to Milestones achieved are not applicable for this contract. And the price quoted by the contractor shall be per CUM of the dredged quantity as per the Price Bid Schedules.</p> <p>Therefore we request you to kindly delete the milestones clauses</p>	Conditions of RFP shall prevail
50.	Pg 63	<p>GENERAL CONDITIONS OF CONTRACT- CLAUSE - 44: OVER PAYMENTS AND UNDER PAYMENTS</p> <p>(44.1) Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract</p>	<p>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</p>	Conditions of RFP shall prevail.

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		<p>against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from his security deposit, or he shall pay the claim on demand.</p>	<p>projects as its affects the project's viability and continuity.</p> <p>Request you to amend the related clauses as well.</p>	
51.	Pg 55 & 58	<p>GENERAL CONDITIONS OF CONTRACT - CLAUSE- 33: CARRYING OUT PART OF WORK AT THE RISK AND COST OF THE CONTRACTOR</p> <p>33.1 (i) At any time makes default during the currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge</p> <p>GENERAL CONDITIONS OF CONTRACT - CLAUSE – 36: WHEN THE CONTRACT CAN BE DETERMINED</p> <p>(iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.</p>	<p>We request you to delete the clauses 33.2 to 33.7.</p> <p>In this regard that under the above mentioned clauses the liability of the contractor is unlimited. Therefore there is a mis-match in the revenue and liability under the contract. We request you the following:</p> <ol style="list-style-type: none"> 1) The overall liability of the contractor under this contract shall not exceed 10% of the annual contract value. 2) In case of default by the contractor during the currency of the contract, the contractor should be 	Conditions of RFP shall prevail.

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			<p>given 30 days of cure period as the mentioned 7 days time period not sufficient for the dredging operations. Further, the contractor is liable to complete the work within the stipulated time period.</p> <p>Therefore we request you to amend/ delete the clauses 33.2 to 33.7 and Clause No. 36</p> <p>Request you to amend suitably.</p>	
52.	Pg 69	<p>GENERAL CONDITIONS OF CONTRACT - CLAUSE – 43: PAYMENT OF FINAL BILL</p> <p>The final bill shall herein under shall be entertained. Payment of final bill shall be made within three months if the amount of the contract is up to Rs. 15 lakhs and six months if the value of the work exceeds Rs. 15 lakhs. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall</p>	<p>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 10 days of submission of invoice by the Contractor.</p> <p>Reason: This is a standard industry practice.</p>	Clause 40.3 is self explanatory

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
53.	Pg 54 & 62	<p>GENERAL CONDITIONS OF CONTRACT- CLAUSE NO 30.4- SUSPENSION OF WORK</p> <p>If the suspension is ordered for the reasons under the Clause 30.2(b) and (c) above, the contractor shall be entitled to the extension of time equal to the period of every such suspension Plus 25% for the completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which suspended work forms a part</p> <p>CLAUSE - 34: COMPLETION TIME AND EXTENSIONS</p> <p>34.4 - (viii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.</p> <p>34.8 Such extensions shall be communicated to the contractor by the Engineer-in-Charge in writing. The contractor shall not be entitled to claim any compensation or over run charges whatsoever for any extension granted.</p>	<p>Kindly appreciate that the Contractor shall incur huge amount of idle charges and standing cost during the period of suspension for the reasons other than the default of the contractor. Hence, we request that the Contractor shall be paid Idle Charges which are quoted by them for the suspension period.</p> <p>In view of the above, we request you to amend the price bid schedule accordingly.</p> <p>We request you to kindly pay idle charges to the contractor for the reasons other than the default of the contractor in case of any extensions as per Clause 34.</p> <p>Kindly confirm</p>	<p>Conditions of RFP shall prevail.</p>
54.	Pg 43	<p>GENERAL CONDITIONS OF CONTRACT- CLAUSE NO 16 - DEVIATIONS, VARIATIONS, EXTENT AND PRICING</p> <p>16.2 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the</p>	<p>The increase in time and the increase in the additional cost for the additional scope of work may not be in the same proportion.</p> <p>Therefore we request that the terms and conditions (including time and cost) for any additional work should</p>	<p>Terms and conditions (including time and cost) for any additional work shall be mutually agreed between the parties.</p> <p>Since 25% additional time over the time calculate in propionate to the cost of additional work shall be prudent request of bidder is not considered.</p>

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
		<p>contractor, as follows:</p> <p>(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus</p> <p>(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Competent Authority.</p>	<p>be mutually agreed between the parties.</p>	
55.	Pg 38 & 39	<p>GENERAL CONDITIONS OF CONTRACT- CLAUSE – 3: PERFORMANCE GUARANTEE</p> <p>The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank OR an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 15 days of the issue of the work order</p> <p>GENERAL CONDITIONS OF CONTRACT- CLAUSE – 4: SECURITY DEPOSIT</p> <p>.... amount to security deposit of 5% of the contract value of work. Bank guarantee will not be accepted as security deposit.</p>	<p>Kindly note that tender already stipulates for 5% security deposit in form of Bank Guarantee. You may please appreciate that as per normal industry practice, security deposit is restricted to the extent of 10% of the contract value.</p> <p>Please note that the revenue generated from dredging services is very minimal and contractor has to meet regular cash outflow towards financial cost, employee's salary, Repair & maintenance cost of the dredger etc.</p> <p>Therefore, any retention of money from the bill would have adverse impact on the commercial viability of the project.</p> <p>Further, even if bidder tries to cover these factors in his bid, this will increase the quoted rate, thereby higher cost to IWAI.</p> <p>In view of above, we request you to kindly</p>	<p>EMD will be adjusted against bid security.</p>

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
			<p>delete clause with respect to the retention of money from bills.</p> <p>You may also consider Performance Guarantee to the extent of 10% of the total contract value instead of 5% Performance Guarantee & 10% security deposit including EMD.</p> <p>Further, EMD furnished at the time of bid submission by the successful bidder shall be returned upon submission of Performance Guarantee and signing of contract agreement. (or) EMD will be adjusted against performance security.</p> <p>Kindly confirm.</p>	
56.	Pg 18 & 62	<p>INSTRUCTION FOR SUBMISSION OF BID-CLAUSE NO. 26.0 BID PRICES :</p> <p>The Contract shall be for the whole Works, as described, based on the cost schedule submitted by the Bidder. The bidder shall quote rates and prices for all items of the Works described in the cost schedule. All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for service tax which will be reimbursed to the contractor on producing proof of payment.</p>	<p>(1) We wish to submit that the All Indirect Taxes should be on IWAI's account and only currently applicable Direct Taxes should be on Contractor's account. Please note that it is a standard industry practice followed by all GOVT. department/companies in their tenders. Kindly confirm. Therefore, bidder to quote rates exclusive of all indirect taxes.</p> <p>(2) Further, if any new taxes and / or increase in existing taxes and duties are imposed subsequently by Central / State Government AFTER</p>	<p>Conditions of RFP shall prevail. Service tax shall be reimbursed to the contractor on production of proof of payment of service tax. All other taxes are to be built up in the rates quoted by the contractor.</p>

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
		<p>GENERAL CONDITIONS OF CONTRACT- Clause no 41.1</p> <p>The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise, or any other local, State or Central taxes as applicable/ charged by Centre or State Government or Local authorities on all materials that the contractor has to purchase for the performance of the contract and services, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc. Service tax to be shown separately and same will be reimbursed on production of proof of deposit by contractor.</p>	<p>BID SUBMISSION DATE which will be applicable to this contract will be on IWAI's account.</p> <p>Reason:-</p> <p>In view of the ambiguity in interpretation of taxes in certain States and thereby having the possibility of multiple taxation on the same service, it is difficult for the bidder to predict applicability of existing Indirect Taxes in future.</p> <p>The above clarifications are required as bidder can only factor in Taxes applicable as on Price bid submission date.</p> <p>Example: GST may also levied by Govt during the tenure of the contract. Therefore the same should be on IWAI's account.</p> <p>Kindly confirm.</p>	
57.	Pg 6	<p>INSTRUCTION FOR SUBMISSION OF BID- Clause No. 6</p> <p>The Demand Draft to be drawn in favour of "IWAI-Fund" payable at Noida on any Nationalised / Scheduled Bank of India. The Bank Guarantee submitted as EMD to be valid for 90 days beyond the validity of the bid.</p>	<p>We request you to kindly allow bidders to submit full amount of EMD in form of Bank Guarantee. Please note that this is a standard industry practice.</p> <p>Kindly amend it suitably</p>	Conditions of RFP shall prevail.
58.	Pg 5	<p>NIT-Clause No. 5 - Qualification Criteria (XI) The firm should be solvent</p>	<p>Please confirm whether the solvency certificate for 40% of the</p>	<p>The solvency certificate shall be 40% of the total cost</p>

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
		<p>for an amount of 40% of the estimated cost for the schedules to be quoted and submit the scan copy of Solvency certificate from a nationalized/scheduled bank as the documentary proof.</p>	<p>estimated cost is for one schedule or all the schedules?</p>	<p>of the schedules for which the bidder has applied.</p>
59.	Pg 6 & 75	<p>NIT-Clause No. 8-</p> <p>All the bidders must inspect the worksite and assess the requirement of dredgers and other equipment as well as ascertain the availability of adequate dumping area/land for the dredged spoil/material and satisfy themselves for execution of the work smoothly.</p> <p>Technical Specifications and Special Conditions Clause no 3.4</p> <p>The disposal/dumping area or site for the dredged spoil and material shall be identified by contractor in consultation with EIC, State irrigation department – identification and arrangement of the dumping site (s) shall be the sole responsibility of the tenderer for which any expenditure if required shall be included in the tender cost. The dumping is to be carried out within the area identified and demarcated as per the instruction of EIC. The expenditure, if required for dumping without flooding and effecting the nearby land /houses/establishment shall be incurred by the contractor, including construction of temporary bunds and protection.</p>	<p>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.</p> <p>However, 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>	<p>As per clauses 3.4 page 68 and clause 4.15 page 70 of tender document.</p>

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
60.	Pg 8	<p>Instructions to Bidders : Clause No.4.0</p> <p>Tenders to be submitted online..... On 16.5.16</p>	<p>We request you to kindly provide atleast 15 days from the final clarifications issuance date for bid submission. This is standard industry practice followed by all Govt. Organizations.</p>	<p>Bidder request will be considered and last date for submission of bid is extended upto 12.07.2016</p>
61.	Pg 38 & 22	<p>GENERAL CONDITIONS OF CONTRACT- CLAUSE – 3: PERFORMANCE GUARANTEE</p> <p>3.1: The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of either demand draft payable at any nationalized/schedule bank OR an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 15 days of the issue of the work order</p> <p>GENERAL CONDITIONS OF CONTRACT- CLAUSE – 4: SECURITY DEPOSIT</p> <p>4.1: The..... amount to security deposit of 5% of the contract value of work. Bank guarantee will not be accepted as security deposit.</p> <p>INSTRUCTIONS FOR SUBMISSION OF BIDS</p> <p>CLAUSE 40.0 PERFORMANCE SECURITY</p> <p>40.1 Within 15 (fifteen) days after receipt of the Letter of</p>	<p>We request to kindly amend the clause as follows:</p> <p>“The contractor shall be required to deposit an amount equal to 5% of the annual contract value of the work as performance guarantee.”</p> <p>Similarly for the security deposit clause, we request modification as follows:</p> <p>“.... amount to security deposit of 5% of the annual contract value of work. Bank guarantee will not be accepted as security deposit”</p>	<p>Conditions of RFP shall prevail.</p>

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
		Acceptance, the successful Bidder shall deliver to the Owner a Performance Security of 5% of the Contract Price.		
62.	Pg 42	<p>GENERAL CONDITIONS OF CONTRACT- CLAUSE NO 12- COMMENCEMENT OF WORK</p> <p>The contractor shall commence the work at the respective sites within 30 days of the issue of Letter of Award. If the contractor commits default in mobilization of resources, and equipment as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.</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 45 days of the issue of Letter of Award.”	Conditions of RFP shall prevail.
63.	Pg 44	<p>GENERAL CONDITIONS OF CONTRACT- CLAUSE NO 16- DEVIATIONS, VARIATIONS, EXTENT AND PRICING</p> <p>16.2 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:</p> <p>(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus</p> <p>(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge with the approval of competent authority.</p>	The increase in time and the increase in the additional cost for the additional scope of work may not be in the same proportion. Therefore we request that the terms and conditions (including time and cost) for any additional work should be mutually agreed between the parties.	Clarified at S.no-54

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
64.	Pg 54 & 56	<p>GENERAL CONDITIONS OF CONTRACT- CLAUSE NO 30.4- SUSPENSION OF WORK</p> <p>If the suspension is ordered for the reasons under the Clause 30.2(b) and (c) above, the contractor shall be entitled to the extension of time equal to the period of every such suspension Plus 25% for the completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which suspended work forms a part.</p> <p>CLAUSE - 34: COMPLETION TIME AND EXTENSIONS</p> <p>34.1 TheHowever, in case of the contracts having tendered value upto Rs. 500 lakhs, if the total extension involved due to delay is upto 1/3rd of the stipulated period of completion then the Engineer-in-Charge shall decide the extension and convey the same to the contractor. But the contractor shall not claim any compensation whatsoever on this account.</p> <p>34.4 (viii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.</p> <p>34.8 Such extensions shall be communicated to the contractor by the Engineer-in-Charge in writing. The contractor shall not be entitled to claim any</p>	<p>Kindly appreciate that the Contractor shall incur huge amount of idle charges and standing cost during the period of suspension for the reasons other than the default of the contractor. Hence, we request that the Contractor shall be paid Idle Charges which are quoted by them for the suspension period.</p> <p>In view of the above, we request you to amend the price bid schedule accordingly.</p> <p>We request you to kindly pay idle charges to the contractor for the reasons other than the default of the contractor in case of any extensions as per Clause 34.</p> <p>Kindly confirm</p>	<p>Conditions of RFP shall prevail.</p>

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
		compensation or over run charges whatsoever for any extension granted.		
65.	Pg 63	<p>GENERAL CONDITIONS OF CONTRACT - CLAUSE – 43: PAYMENT OF FINAL BILL</p> <p>The final bill shall herein under shall be entertained.</p> <p>Payment of final bill shall be made within three months if the amount of the contract is up to Rs. 15 lakhs and six months if the value of the work exceeds Rs. 15 lakhs. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall</p>	<p>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>	Conditions of RFP shall prevail.
66.	Pg 55 & 58	<p>GENERAL CONDITIONS OF CONTRACT - CLAUSE– 33: CARRYING OUT PART OF WORK AT THE RISK AND COST OF THE CONTRACTOR</p> <p>33.1 (i) At any time makes default during the currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge</p> <p>Clause 33.2 The Engineer-in-Charge without invoking action under clause 36 may, without prejudice to any</p>	<p>We request for the following:</p> <p>(i) We request that the Contractor should be given a cure period of 30 days. In case the default persists beyond the cure period of 30 days, the Authority shall have the right to terminate the contract and forfeit the PBG. However at no point of time the Authority shall take possession of any equipment of the contractor.</p> <p>(ii) We request that the overall liability for the Contract under this Contract shall be</p>	Conditions of RFP shall prevail.

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
		<p>other right or remedy against the contractor which have either accrued or accrue thereafter to IWAI, by a notice in writing to take the part work/ part incomplete work of any item (s) out of his hands and shall have powers to:</p> <p>(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/ or</p> <p>Clause 33.3</p> <p>..... the liability of contractor on account of loss or damage suffered by IWAI because of action under this clause shall not exceed 10% of the tendered value of the work.</p> <p>Clause 35:</p> <p>.....Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.</p> <p>GENERAL CONDITIONS OF CONTRACT - CLAUSE – 36: WHEN THE CONTRACT CAN BE DETERMINED</p> <p>(iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is</p>	<p>restricted to Performance Bank and Security Deposit i.e. total 10% annual contract value. Thus, we request incorporation of the below clause:</p> <p>“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 and Security Deposit i.e. total 10% annual contract value.</p>	

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
	Pg 64	<p>.....contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.</p> <p>Clause 44.5 under any other contract made by the contractor with the Engineer-in-Charge or Authority or with such other person or persons. The sum of money so withheld or retained any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the clause 48 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.</p> <p>Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due to the contractor from the Authority or from his security deposit, or he shall pay</p>		

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
		the claim on demand.		
68.	Pg 68	<p>GENERAL CONDITIONS OF CONTRACT- CLAUSE – 40: PAYMENT ON ACCOUNT</p> <p>40.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the Engineer-in- Charge for the items of work completed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the measurements recorded / pre or post dredging survey charts and quantity calculations.</p> <p>40.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.</p>	<p>We request modification as follows:</p> <p>“Monthly Bills shall be submitted by the contractor by the end of each month for the items of work completed during that particular month. The Engineer-in-Charge recorded / pre or post dredging survey charts and quantity calculations.”</p> <p>Further, we request that the payment shall be made by the Authority within 15 days from the date of submission of the bill.</p> <p>Please confirm.</p>	Conditions of RFP shall prevail.
69.	Pg 41	<p>General Conditions of Contract Clause No. 8.3</p> <p>Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.</p>	<p>This clause can only be exercised in case of construction contract. Kindly appreciate in case of dredging contract, once the work has been approved by the representative of the Engineer-in-charge or the Engineer –in-charge, the same cannot be disapproved at a later stage as the work will be subject to siltation. The Contractor shall be responsible to achieve the desired depth however, the same will be subject to siltation and thus cannot be disapproved at a later</p>	Conditions of RFP shall prevail.

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
			stage in whatever circumstances.	
70.	Pg 51	<p>General Conditions of Contract Clause No. 27</p> <p>Force Majeure</p>	<p>We request incorporation of the below :</p> <p>“In the event of either party is being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract for a continuous period of 30 days, the contract shall be terminated by either by giving notice in writing.”</p> <p>Kindly appreciate that that the Contractor shall be incurring idle charges for men and machinery and thus the Contractor cannot be incurring the same for an unlimited period. Consequently if the force majeure event exists for the continuous period of 30 days the parties should be given a right to terminate the contract.</p>	Conditions of RFP shall prevail.
71.	Pg 51	<p>General Conditions of Contract Clause No. 28. 1</p> <p>If the contractor or his labour or his sub-contractor, injure, destroy or damage, battery, solar panel, lighting system, road, fence, enclosures, water pipe, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the area contiguous to the premises on which the work or any part of it is being executed or if any damage is caused to any</p>	<p>The Authority shall provide the Contractor with adequate information with respect to any objects, property, sub-sea pipelines, and restricted places for dredging etc. prevailing at/in the site. The Contractor can only indemnify for damage to such known objects and cannot take an open ended responsibility to indemnify for un-</p>	Conditions of RFP shall prevail.

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
		<p>item belonging to IWAI or to any person during the progress of work, the Contractor shall upon receipt of a notice in</p> <p>Clause 29.5</p> <p>The contractor shall indemnify and keep indemnified the Authority against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance, of works during the contract period and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.</p>	<p>known and unforeseen liabilities.</p>	
72.	Pg 54	<p>General Conditions of Contract Clause No. 31</p> <p>Foreclosure of Contract in full or in part due to abandonment or reduction in scope of work.</p>	<p>We request deletion of this clause. Kindly appreciate that Contractor's quote is based on per cubic meter.</p> <p>The Contractor would incur a huge cost for mobilisation and demobilisation of the dredger and deployment of personnel for performance of the Work. If the work is abandon or reduced by Authority for whatever reason, the Contractor will not be able to recover their cost and thus will be exposed to huge financial stress. Hence, we request suitable modification.</p>	<p>Conditions of RFP shall prevail.</p>

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
73.	Pg 65	<p>General Conditions of Contract Clause 36, (X)</p> <p>If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.</p>	<p>We request deletion of this clause as the same cannot be a ground for termination.</p> <p>In an event the Contractor's good is being executed, the Contractor should be allowed to substitute it Vessel or equipment. As long as the performance of the Contract by the Contractor is not being hampered, the Authority should not terminate the contract.</p> <p>We request the clause to be suitably modified.</p>	<p>Conditions of RFP shall prevail.</p>
74.	Pg 65	<p>General Conditions of Contract Clause 47.3</p> <p>shall send to the Contractor a panel of three persons preferably but not necessarily from the approved panel of arbitrators being maintained by Indian Council of Arbitration (ICA) and thereafter the Contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitrator so appointed shall not be an officer or the employee of Inland Waterways Authority of India</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>The arbitrators shall be from approved panel of ICA only.</p>
75.	Pg 29	<p>Submission:</p> <p>Clause 4.</p> <p>The bidder may bid for any one schedule or both the schedules. However the cost of tender shall be only Rs.5000/- even if bids for all schedules are submitted.</p> <p>The Hard Copy of original</p>	<p>Q.1</p> <p>We understand that Hard Original (Physically) copy of (1) EMD (2) Cost of tender documents the documents will be submitted to Chief Engineer (P&M),</p>	<p>Clarified at S.no.-4. The bids may be submitted to Chief Engineer, IWAI, Noida.</p>

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
		<p>instruments in respect of cost of tender document, earnest money, must be delivered to the office of Chief Engineer (P&M) on or before bid closing or opening date & time. Bids submitted without original payment instrument like DD, etc., against the submitted bid shall automatically become ineligible and shall not be considered. The Demand Draft attached/submitted for tender fee shall be non-refundable.</p>	<p>IWAI, Noida.</p> <p>Other documents shall be submitted only ONLINE.</p> <p>Kindly confirm.</p> <p>Q(2)</p> <p>Further, we request you to kindly provide the bidders 07 (Seven) working days from Final date of ONLINE bid submission to send the hard copy of (1) EMD (2) Cost of tender documents. However the bidder shall submit the scanned copy of the same online also.</p> <p>This is a standard Industry practice. Bidders will obtain the EMD only closure to bid submission date. Therefore, he would submit the scanned copy of the EMD & demand draft online. Thereafter bidder shall courier the same to IWAI within seven days.</p> <p>IWAI would reject bids of bidders who do not submit the Hard Copy of originals of EMD & cost of Tender documents within 07 days.</p> <p>Kindly Confirm.</p>	
76.	Clause 5/pg 5	<p>Method statement on execution along with action plan, bar chart, and production to be achieved per month or quarter is to be submitted as the format in Annex.</p>	<p>Kindly provide all the technical details data for providing methodology, also kindly arrange for the survey of project site</p>	<p>Conditions of RFP shall prevail</p>

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
77.	Clause 8/pg 5	All the bidders must inspect the worksite and assess the requirement of dredgers and other equipment as well as ascertain the availability of adequate dumping area/land for the dredged spoil/material and satisfy themselves for execution of the work smoothly.	It is literally a great difficulty to find out the proper dumping area, it's also difficult to judge the commercial involvements to get the disposal area at suitable site at this point of time. We would like to request the authority to get involved to provide the disposal areas to the vendor for smooth operation.	Conditions of RFP shall prevail
78.	Clause 20.2 (g) /pg 12	In case the bid is submitted by a J.V./Consortium, the J.V./Consortium may have two or more partners of maximum six	Is the information correct? If not kindly rectify	The clause shall be read as: The Joint Venture/consortium can be entered between two or more firms and limited to maximum three firms. The lead partner has to be an Indian company. The lead member should have highest share of participation in a JV/consortium In case the bidder is a JV/consortium of two members then the minimum share of the 2nd member shall be 25%.In case the bidder is JV/consortium of three members then the minimum share of 2nd and 3rd member shall be 15% each, with total share of all the JV/consortium members being 100%
79.	Clause 1(A)/pg 3	Execution of dredging through the assistance of dredgers of appropriate size, type and capacity as per general & special conditions and Technical specification.	Kindly mention the specification of the dredgers & the capacity, i.e., if the vendor has to dredge about 15 lacs CuM approx. in 15 months for 1 stretch, that	Contractor shall decide the capacity and number of the dredgers so as to achieve the milestones as mentioned in the tender document.

S. No.	Clause/ Page No.	Tender Clause	Bidder query	IWAI clarifications
			means about 1 lacs CuM per month or 4000 CuM per day (25 days in a month). One number 250 CuM per hour CSD can actually dredge 2000 CuM per day (20 hours a day). Hence, 2 nos. CSD of 250 CuM will be required to complete the job in 15 months. So, total 4 nos. of dredgers will be required if any vendor wishes to participate in 2 stretches. Please specify	
80.	Clause 41.1/pg 62	Taxes, Duties and Levies etc.	Kindly note that any changes / Modifications in Taxes, Duties and Levies etc. during contractual delivery period shall be reimbursed by IWAI.	Clarified at serial No 56.
81.	Clause 4.13/pg 70	Special Conditions of Dredging Operation	Please specify the payment terms for RA bill quantity of 100000 cum or 500 mt length of shoal	Clause is self-explanatory

-sd/-
(Sh. M.K. Saha)
Director (P&C)

-sd/-
(Sh. P.K. Srivastava)
Hydrographic Chief

-sd/-
(Sh. Pravir Pandey)
Vice Chairman and Member (Finance)