

RFP No: **CANW-1/IWAI/JMV/15**

Assignment Title: Construction of Multimodal IWT Terminal at Haldia, West Bengal

Amendment – 7

This amendment forms an integral part of the Bid Document issued on 3rd March, 2016

Consequent to the queries received from the potential Bidders regarding various issues, the modifications suggested to the original Bid Document for Construction of Multimodal IWT Terminal at Haldia, West Bengal are as under:

S. No.	Volume, Section and clause No. in Bid document	Original Text	Amendment
1	Vol I, Section II, ITB 13.1	Alternative bid shall be permitted.	Alternative bid shall be permitted. The bids will be evaluated on the basic technical requirements and the alternative bids of the lowest evaluated responsive bidder may be considered by the Clients at its own discretion.
2	Vol I, Section II, ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: Not Permitted.	Alternative technical solutions shall be permitted for the following parts of the Works: Not Permitted. Alternative technical solutions could be proposed as part of the technical bids as indicated in ITB 13.1.
3.	Vol I, Section II, ITB 14.3	Modified as The price to be quoted in the Letter of Bid, in accordance with ITB 12.1 , shall be the total price less discount of the Bid,	Modified as The price to be quoted in the Letter of Bid, in accordance with ITB 12.1 , shall be the total price of the Bid, including any discounts offered.
4.	Vol I, Section II, ITB 19.1	A <i>Bid Security</i> of INR INR Four Crore and Fifty Lacs or USD Six Hundred Ninety Thousand is required.	A <i>Bid Security</i> of INR Four Crore and Fifty Lacs (Rs. 45,000,000/-) or USD Six Hundred Ninety Thousand (\$ 690,000/-) is required.
5.	Vol I, Section II, ITB 22.2	The deadline for bid submission is: Date: 18 th April, 2016 Time: 1500 hours IST Bidders have to submit their bids electronically.	The deadline for bid submission is: Date: 27 th June, 2016 Time: 1500 hours IST Bidders have to submit their bids electronically. The documents comprising the Bid shall be digitally signed by the person duly authorized to sign on behalf of the Bidder. The documents comprising the Bid shall then be uploaded on the e-procurement portal https://eprocure.gov.in/cppp/ . After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.

6.	Vol I, Section III, Clause 2.3.1 (i)	The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as INR 1500 Million/USD 25 <i>Million</i> for the subject contract(s) net of the Bidders other commitments	The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as INR 750 Million / USD 12.5 <i>Million</i> for the subject contract(s) net of the Bidders other commitments
7.	Vol I, Section III, Clause 2.4.2 Specific Experience	<p>a) Participation as contractor, joint venture member, management contractor, or subcontractor, in at least one (1) contracts within the last ten (10) years from 1st April 2005 to 31st March 2015.</p> <p>With a value of at least one contract of at least INR 9000 Million or USD 150 Million / two contracts each with the value of at least INR 4500 Million or USD 75 Million / three contracts each with the value of at least INR 3000 Million or USD 50 Million or an equivalent amount in a freely convertible currency that have been successfully and substantially completed and that are similar to the proposed Works within last ten (10) years. The similarity shall be based on the physical size, complexity, methods / technology or other characteristics as described in Part 2, Employer's Requirements. Jetty or Harbour with pile foundation in river / sea or construction of bridge in river executed under BOQ contracts shall also be considered as similar works.</p> <p>*Cost of works of previous years shall be increased by 7% per year based on Rupee value to bring them to 2014-15 price level.</p>	<p>a) Participation as contractor, joint venture member, management contractor, or subcontractor, in at least one (1) contracts within the last ten (10) years from 1st April 2005 to 31st March 2015.</p> <p>With a value of at least one contract of at least INR 9000 Million or USD 150 Million / two contracts each with the value of at least INR 4500 Million or USD 75 Million / three contracts each with the value of at least INR 3000 Million or USD 50 Million or an equivalent amount in a freely convertible currency that have been successfully and substantially completed and that are similar to the proposed Works within last ten (10) years. Construction of Jetty or Harbour with pile foundation in river / sea or construction of bridge in river/sea or construction of RCC dam executed or Construction of elevated viaduct structure (excluding approaches and embarkment) shall also be considered as similar works.</p> <p>*Cost of works of previous years shall be increased by 7% per year based on Rupee value to bring them to 2014-15 price level.</p>
8.	Part IV – Financial Covenants ARTICLE-19 Para 19.10	Price adjustment for the Works - Deleted	Price adjustment for the Works shall apply as per the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data provided as Annex 5

9.	Part-IV – Other provisions ARTICLE-26 Para 26.3.1	Any Dispute which is not resolved amicably by conciliation, as provided in Clause 26.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 26.3.2. Such arbitration shall be held in accordance with the Arbitration & Conciliation Act, 1996 of India. Provided, however, arbitration shall be held in accordance with UNCITRAL Rules in case Contractor is registered outside India. The venue of such arbitration shall be New Delhi. The language of arbitration proceedings shall be English.	Any Dispute which is not resolved amicably by conciliation, as provided in Clause 26.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 26.3.2. For Indian Contractor, such arbitration shall be held in accordance with the Arbitration & Conciliation Act, 1996 of India. The venue of such arbitration shall be New Delhi. The language of arbitration proceedings shall be English. However, arbitration shall be held in accordance with UNCITRAL Rules in case Contractor is registered outside India. The venue of such arbitration shall be a neutral venue or a venue mutually agreed at the time of signing of contract agreement. The language of arbitration proceedings shall be English.
10.	Part-IV – Other provisions ARTICLE-26 Para 26.3.2 Sl.no.2	Rules of Procedure. Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.	Rules of Procedure. Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India for Indian Contractor. Rules of Procedure. Arbitration proceedings shall be conducted in accordance with procedure of the UNCITRAL rules for Contractors registered outside India.
11.	Part-IV – Other provisions ARTICLE-26 Para 26.3.2 Sl.no.5 (a)	Proceedings shall be held in New Delhi	Proceedings shall be held in New Delhi for Indian Contractors. Proceedings shall be held in a neutral venue or a venue mutually agreed at the time of signing of contract agreement for a Contractor registered outside India

Construction of IWT Terminal at Haldia, West Bengal

Pre-bid Queries

S. No	Page & Clause Ref.	Clause/Title	Stipulation	Query	Reply
A	General Points				
1	Sr. No 122, Page No. 20/72	Updated Soil Investigation Report		Updated Geotechnical report was not found along with the Amendment 4 and replies to bidders queries as mentioned in the your replies. We request you to provide us the same	<i>The final Geo-technical report is now available in IWAI website uploaded on 6.6.2016 titled 'HaldiaGeTechnicalReport_R1'.</i>
2	Sr. No 227, Page No.33/72	Technical Specification for front end loader		Technical Specifications for front end loader was not found attached with the addendum 4. We request you to provide us the same.	<i>Technical Specifications for front end loader will be updated as Amendment.</i>
3	Sr. No 228, Page No. 33/72	Technical Specification for Road Weigh Bridges		Technical Specifications for Road weigh bridge was not found attached with the addendum 4. We request you to provide us the same.	<i>Technical Specifications for Road weigh bridge will be updated as Amendment.</i>
4	Sr. No 75 & 76, Page No. 18/98 Amendment 4			As per your pre-bid replies and amendment 4, we understand that the conveyor trestle is, excluded from the scope. Please confirm.	<i>Conveyor trestle is included in the Scope of the work.</i>
5	CI No 4 16 2 Page No 80 & CI no 2.1.1.6, Page No. 39	Reinforcement		As per Clause no.4.1.6.2 it is mentioned that for marine structures epoxy coated TMT bars confirming to IS 13620-1993 shall be considered. And as per clause no. 2.1.16 it is mentioned that the thermo-mechanically treated corrosion resistance steel of grade equivalent to Fe-500 confirming to IS 1786. Above statements are contradicting to each other. We understand that for marine structures we can use TMT CRS (corrosion resistance steel) of Fe- 500 grade confirming to IS:786 and the epoxy coating is not required for the same. Please confirm	<i>Refer uploaded Amendment-4, s. no. 31.</i> <i>'Thermo-mechanically treated corrosion resistant steel of grade equivalent to Fe-500 confirming to IS 1786' shall be used for the building works and storage shed (i.e. on-shore works).</i> <i>On the other hand, 'Epoxy coated TMT bars confirming to IS 13620-1993' is recommended for Marine structures (i.e. Off-shore works).</i>
B.	Electromechanical Works				
6				Based on clarifications received for the Fly Ash Loading system to Silos for the no. of compressors, we are considering 4 nos. of Blowers for aeration pads /	<i>Confirmed.</i> <i>In the Fly Ash Loading system to Silos for the no. of compressors, 4 nos. of Blowers shall be considered for aeration pads / internal air slides of the</i>

S. No	Page & Clause Ref.	Clause/Title	Stipulation	Query	Reply
				internal air slides of the conical bottom silos. 4 blowers will, at a time, cater to the requirements of the two silos in each row that are being evacuated. No standby is being considered. Please confirm whether this is in order.	<i>conical bottom silos and are found to be in order.</i>
7				As per SLD, the connected load is approx. 4.7MW. We assume that the Utility company would allow to start and run this much load on 11kV. It is suggested to use either 33kV or 36kV from Utility company and use a Step down transformer (say 7.5MVA) to avoid acute voltage drop during large motor starting (like compressor), to reduce T&D losses etc. In that case, a switchyard also will be needed at the customer end. Right now we are going ahead without a switchyard and accessories including the Power transformer mentioned above. Please clarify.	<i>Tender conditions prevail.</i>
8				As per the cable trench route, the total length seems to be around 3000m. If we bury cables for the Lighting masts, this much long trenches will not be required. We can use trenches for the main cable routes only. For the Silo top and barge area, the cable trays can be laid along the conveyor gallery. Please clarify.	<i>Confirmed. Cables for the lighting masts shall be buried. Trenches shall be used for the main cable routes only. For the Silo top and barge area, the cable trays can be laid along the conveyor gallery.</i>
C	<i>Electromechanical Works</i>				
9	Vol II, clause 7.2 Sl.No.iii	Ash Handling facility		Clause States that "Maintenance Cranes / Hoists at the head end, drive unit, and at take up, as required for maintenance. Normally we provide Electrically operated hoists at the drive end. At the tail end and take up, a monorail of suitable capacity shall be provided. Please confirm this is in order	<i>Electrically operated hoists for Head end / Drive end and Manual hoists for other pulleys shall be provided.</i>
10				Who will take care of the supply, installation etc of tri-vector meters with the Electricity Board and approvals from Electrical Authorities? Please clarify.	<i>As per Clause No. 4.17.4 Page-212 "The approvals of entire Installations by authorities shall be under Contractor Scope", therefore installation of trivector</i>

S. No	Page & Clause Ref.	Clause/Title	Stipulation	Query	Reply
					<i>meters with the Electricity Board and approvals from Electrical Authorities shall be under Contractor's scope.</i>
11				Will there be any additional spare feeder requirement, if additional feeders are required as per detailed engineering. Please clarify.	<i>For Spare Feeders, refer 'Drawing No. HT-1019 Rev-0 Notes- Point No. 2'.</i>
12				Are the MV Capacitors fixed type, or do you need Automatic Power factor controller?	<i>Automatic Power factor controller is required.</i>
13				In Layout drawing (HT-1020), 2 UPS are shown. Is it two or one or 1 UPS with a hot standby? (ie. redundant). Any stabilizer to consider apart from this?	<i>1 UPS with Hot Standby is considered. Stabilizer is not required.</i>
14				Scrapper reclaimers are not mentioned in the SLD. Is Reclaimer also a part of supply?	<i>No Scrapper Reclaimer to be considered</i>
15	Clause 5 1.5.4 Volume II, Page No. 264			Suitable number of commissioning and successful running for 2 years spares list shall be submitted for approval". We will be providing only list for Commissioning spares and spares for 2 years of operation and NOT any spare materials on free of cost. Please confirm	<i>Confirmed. Only list for commissioning spares and spares for 2 years of operation shall be provided and not any spare materials on free of cost.</i>
16				Air conditioner is not shown in SLD. Where will this load be connected and how much is the load?	<i>Air Conditioner Loads shall be connected to the respective Lighting DB's. Although the loads of Air Conditioner have been included in the lighting loads, actual capacity/ quantity for individual rooms shall be worked out by the EPC Contractor.</i>
17	Clause 5.1.2-Volume II Page No 243 & Clause No. 5.1.1.7-Page No. 240			It is mentioned that transformer is Dry type. Refer Page 243. However, Transformer pressure relief trip contacts are being asked to provide. Please clarify.	<i>Accessories shall be as per requirement of Dry Type Transformer</i>
18				While going through the pre-bid clarifications we found some contradiction between the replies of query no. 68 and 346 regarding the minimum length of liner to provided in piles.	<i>Out of the two replies, reply to query no. 68 will prevail over the reply to query no. 346.</i>

ANNEX 2

Front End Loader (Pay Loader)

The front end loader / pay loader is used heaping up the coal / stone chips within the stockyard. The general technical parameters governing the design of the pay loader shall be as follows:

Capacity of bucket	:	3 cum
Bucket width	:	About 3 m
Static tipping load	:	About 13 T
Operating height	:	Not less than 5.4 m
Turning radius	:	Not more than 6.5 m
Dump angle	:	Not less than 50
Dump reach	:	Not less than 2.4 m

Road Weigh Bridge

The weigh bridge structure shall be robust in construction with ample safety margin above the rated capacity.

The lower structure of the platform shall comprise of wide flanged steel beams and high grade tested steel. The structure shall be sand blasted to SA 2½ grade and suitably painted with special anti-corrosion epoxy based paint.

The assembly shall be designed to compensate for expansion and contraction between the Weigh Bridge and foundation, caused by temperature variation.

The load cells shall be sealed and compression type suitable for pit less weigh bridge installation. The load cells shall be of rated capacity 23T (approx) each having safe overload limit of 150% and breaking load of 300% of rated capacity. Each load cell shall have safe temperature range 0-65 degree Celsius and shall be weather proof IP-68 protection.

Weigh bridge electronics shall be micro controller based with standard software capable of providing various kind of information on selectable basis. The system shall be provided with communication facility with the main PIC in the control room and a real time clock to print date and time on the printouts. The system shall be provided with suitable PC with software and dot matrix printer of latest technology is given below:

Specification Data Sheet - Road Weigh Bridge

S. No.	Description	Data
1.	Type	Pit less, Static
2.	Capacity	60T
3.	Accuracy	± 0.05% of Full scale
4.	Platform size	15 m x 3 m
5.	Trucks to be weighed	Heavy duty Trucks / dumpers
6.	Operator interface	Menu driven
7.	PC & Printer	Required
8.	Auto zero & Auto	Required
9.	Anti-skid to plate	Required
10.	Stamping by W&M	Required

Annex 5

19.10 Price adjustment for the Works

- 19.10.1 The amounts payable to the Contractor for Works shall be adjusted in accordance with the provisions of this Clause 19.10.
- 19.10.2 Subject to the provisions of Clause 19.10.3, the amounts payable to the Contractor for Works, shall be adjusted in the IPC issued by the Employer's Engineer for the increase or decrease in the index cost of inputs for the Works, by the addition or subtraction of the amounts determined by the formulae prescribed in Clause 19.10.8.
- 19.10.3 To the extent that full compensation for any increase or decrease in costs to the Contractor is not covered by the provisions of this or other clauses in the contract, the Contract Price shall be deemed to include amounts to cover the contingency of such other any increase or decrease in costs.
- 19.10.4 The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the Tender was accepted and thereafter at three months interval.
- 19.10.5 Payment of such claims for reimbursement / refund would be made on certification by the Employer's Engineer.
- 19.10.6 In the event the price of cement, steel, fuel and / or wages of labour required for execution of the work decrease/s, there shall be downward adjustment of the cost of work so that such price of materials, fuel and/or wages of labour will be deductible from the cost of work under this contract and in this regard the formula stated in clause 19.10.8 shall apply:
- 19.10.7 Price escalation shall apply for the work done from the commencement date up to end of initial intended completion date or extensions granted by the Employer's Engineer and shall not apply to the work carried beyond the stipulated time for reasons attributable to the Contractor.
- 19.10.8 Price adjustment shall be calculated as per the formula given below:

i) Adjustment for Labour Component

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P_l / 100 \times W \times (L_i - L_0) / L_0$$

Where,

V_L = Variation in labour cost i.e. increase or decrease in the amount to be paid or recovered.

W = Value of work done

L_i & L_0 = The Consumer Price Index for industrial workers for Sahibganj or it's nearest place, published by Labour Bureau, Ministry of Labour, Government of India for the period under consideration and that valid as on Base Date respectively.

P_l = Percentage of labour component of the Work.

ii) Adjustment of Cement Component

Price adjustment for increase or decrease in the cost of cement procured by the Contractor shall be paid in accordance with the following formula.

$$V_s = 0.85 \times P_s / 100 \times W \times (C_i - C_0) / C_0$$

V_s = Variation in cement cost i.e. increase or decrease in the amount to be paid or recovered.

W = Value of work done

C_i & C_0 = All India wholesale price Index for cement for the period under reckoning as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid as on Base Date respectively.

P_s = Percentage of steel component of the Work.

iii) Adjustment of Steel Component

Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula.

$$V_s = 0.85 \times P_s / 100 \times W \times (S_i - S_0) / S_0$$

V_s = Variation in steel cost i.e. increase or decrease in the amount to be paid or recovered.

W = Value of work done

S_i & S_0 = All India wholesale price Index for steel for the period under reckoning as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid as on Base Date respectively.

P_s = Percentage of steel component of the Work.

iv) Adjustment of Fuel Component

Price adjustment for increase or decrease in the cost of fuel procured by the Contractor shall be paid in accordance with the following formula.

$$V_f = 0.85 \times P_f / 100 \times W \times (F_i - F_0) / F_0$$

V_f = Variation in fuel cost i.e. increase or decrease in the amount to be paid or recovered.

W = Value of work done

F_i & F_0 = The average official retail price of High Speed Diesel (HSD) oil at the existing consumer pumps of IOC at Sahibganj for the period under consideration and that valid as on base date respectively.

P_f = Percentage of fuel component of the Work.

19.10.9 The following percentages will govern the price adjustment of the contract:

- a. Labour - P_l : Percentage as verified through supporting documents submitted along with the bills
- b. Cement - P_c : Percentage as verified through supporting documents submitted along with the bills
- c. Steel - P_s : Percentage as verified through supporting documents submitted along with the bills
- d. Fuel - P_f : Percentage as verified through supporting documents submitted along with the bills

19.10.10 Accordingly, the consolidated formulae for calculation of total variation (V_t) is:

$$V_t = V_L + V_C + V_S + V_f$$