

Proceedings of the pre-bid meeting held on 23rd July, 2018 with the prospective bidders for the “Procurement of Contractor for providing Assured Least Available Depth of 2.5 / 3.0 m by Performance based Dredging & Bandalling in Sultangani – Mahendrapur stretch (74 km) of National Waterway – 1”

The following attended the pre-bid meeting:

I. IWAI

- (i) Sh. Pravir Pandey, Vice Chairman, IWAI & Project Director, JMVP
- (ii) Sh. Ravi Kant, Chief Engineer – II, IWAI & Project Manager, JMVP
- (iii) Sh. V C Dialani, Director, IWAI
- (iv) Sh. Samir Shukla, Deputy Director (Finance & Procurement), IWAI
- (v) Jb. Rafat Suhail, JHS, IWAI
- (vi) Jb. Md. Aslam, Tech. Assistant, IWAI
- (vii) Sh. Prashant P Singh, Sr. Consultant (Proc – I), PMU, JMVP

II. M/s Adani Ports & SEZ Ltd.

Sh. Anu Sharma

III. M/s Northern Express Infradevelopers Pvt. Ltd.

Sh. Abhijeet Choudhary

IV. M/s ABC & Sons Ltd.

Sh. Chand Kapur

V. M/s Decomar SpA & M/s Dynatron Services Pvt. Ltd.

Ms. Ravinder Kaur

VI. M/s Reach Dredging Ltd.

- (i) Sh. Niranjana Ghosh
- (ii) Sh. Sajjan Khandelwal
- (iii) Sh. Naveen Gour

VII. M/s Trikala Industries India Pvt. Ltd.

- (i) Sh. Prashant Kumar

2. The signature sheet of the representatives of the firms who attended the pre-bid meeting is attached at Enclosure-1.

3. Shri Pravir Pandey, Vice Chairman, IWAI gave the background of the Project & intimated about the importance of the activity and submission of bid by the potential bidders within the specified time.


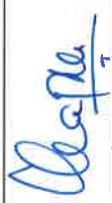



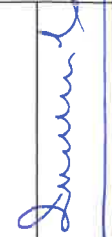
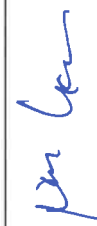

4. Thereafter, the specific queries made by the interested bidders (those received in writing and those made orally) were addressed as indicated in the statement at Enclosure -2.

5. Amendment - 1 to the Bid document is enclosed.

PRE BID QUERIES - PROCUREMENT OF CONTRACTOR PROVIDING ASSURED LEAST AVAILABLE DEPTH OF 2.5/3.0 MTS BY PERFORMANCE BASED DREDGING & BANDALLING IN SULTANGANJ - MAHENDRAPUR (74 KMS) OF NW-1.

Venue: Conference Room, JMVP

Date: 23.07.18

Sl.No	Name of the representative	Name & Address of firm/ Company	Contact Number	Signature
01	Abhijeet Choudhary	Nosthesexpress Infodevelopers Pvt Ltd / G-209, Antrp Hill warehousing Complex, Mumbai - 37	9819324644	
02	Chand Kaper.	ABC & Sons Ltd., Mumbai	9810022747	
0	Amu Sharoma	AdaniPorts & SEZ Limited. Ahmedabad. Gee	9099900397	
4	Ravinder Kaur	Decomar, Italy.	9891178955	
5	Ajirayan Ghosh	Leach Dredging Limited	8335820007	
6	Sajan Khantewal	-Do-	9339861700	
7	Naveen Gour	-Do-	989944533	
8	KRASHAT KUMAR	Tricalca Industries India PVT LTD	8809046716	

Inland Waterways Authority of India, Ministry of Shipping

Capacity Augmentation of National Waterway – 1 (CANW-1) - Procurement of Contractor for Providing Assured Least Available Depth of 2.5 /3.0 m by performance based Dredging & Bandalling in Sultanganj - Mahendrapur stretch of National Waterway - 1

QUERIES RAISED BY BIDDERS IN THE PREBID MEETING

Date of Prebid Meeting: 23rd JULY 2018 at 1500 Hrs IST

SI No	Page No.	Clause	As per document	Query	Clarification
1	32	Clause 38	Domestic bidder shall not be eligible for any margin of preference in Bid evaluation	As this contract is executed in India, Indian domestic service provider should get margin of preference over international player. Preference for domestic players is common practice followed all ports in India.	As this is a World Bank funded project, no domestic preference is permitted. No Changes in the tender document.
2	38	ITB 4.1	Maximum number of members of JV shall be 3	In order to discourage non serious players, we would like IWAI to reduce numbers of JV partners from 3 to 2.	No changes, tender conditions prevail.
3	40	ITB 11.2 f	Wherever an bidding form requires an Bidder to state a monetary amount (for qualification purposes), bidders should indicate the USD equivalent using the rate of exchange determined.	The Bidders are expected to provide details in INR. Kindly clarify if the Indian Bidder are required to specify the USD equivalent in the Bidding forms.	It is clarified that the same clause also specify "Currency chosen for the purpose of conversion to a common currency: INR or USD" No changes, tender conditions prevail.
4	64	Clause 2.4	Experience under contracts in the role of contractor, subcontractor, or management contractor for atleast the last five [5] years prior to the bid submission deadline, and with activity in at least nine (9) months in each year	Activity in atleast 9 months in not relevant here. Kindly provide clarification on the same. Even working for inland waterways contracts, contractor is expected to work for 6-7 months considering interim monsoon period Experience should be quantified based on volume and quantity dredged in particular year and not based on particular activity. Kindly modify or remove this clause.	No changes, tender conditions prevail.
5	71	Clause 2.4.3 f	Safety management certificate for safety of vessels of more than 500 GT in compliance with ISM standard.	Employer to kindly take note that the international Safety Management is the compliance of Chapter IX SOLAS, MARPOL regulations under IMO, as the Employer have rightly pointed out that sea going vessels that are more than 500 GT should comply to have the SMC Certificate. Kindly note that the Inland Dredgers and or the coastal vessel act dredgers are dumb barges, non-propelled with no propulsion power and do not have to comply to Chapter IX SOLAS or MARPOL regulations under IMO. Further these dredgers are no sea going dredgers and hence the compliance of ISM Standards shall not apply for the Inland dredgers, dumb barges with no propulsion that are not sea going vessels, SMC is vessel related certificates under ISM. Request to kindly delete this requirement.	This shall be applicable for RSV. However, not mandatory for registered inland vessels. Please refer amendment sheet.

6	52	Section IV, 6	<p>Equipment</p> <p>Dredgers, 300 - 650 cum Solids per hour Capacity, 12 years Maximum Age</p>	<p>Dredger production will vary based on soil condition, depth of cut , width of cut, length of pipeline, final elevation at end of discharge pipe etc. At times, Production might be higher than 660 cum soilds per hour. Kindly modify the clause as “Dredger with minimum production of 300 cum”</p> <p>We would like IWAI to reduce the vintage of dredgers from 12 yrs to 7 yrs.</p>	No changes, tender conditions prevail.
7	77	33.2	<p>Sub Contractors</p> <p>Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.</p>	<p>Sub-contracting in case of bandalling / channel marking is difficult to decide upfront. Bidder should be allowed to subcontract bandalling / channel marking after bidding of contract.</p>	Please refer Amendment Sheet
8	94	GCC Clause 2.5.1	<p>Force Majeure</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p>	<p>Apart from other conditions under which force majeure will be invoked, kindly confirm the applicability of the same under a condition when sufficient inflow (in river) is not available caused by what so ever reason (e.g. drought condition, release of water downstream from various barrage etc.) beyond the control of the parties. Kindly also provide the threshold parameter (e.g. water level w.r.t. any bench mark at the location etc.) to ascertain the situation under the said clause.</p>	Please refer Amendment Sheet
9	155	Objective of Services	<p>Clearances (horizontal & vertical)</p> <p>The Service Provider shall inspect and ascertain himself details of horizontal & vertical clearances available at bridges/locks etc. within the National Waterway from the view point of safe mobilization / demobilization of their various equipment’s to the specified dredging locations.</p> <p>The Service Provider shall be liable to bear the expenditure of all manpower, material and equipment required for all the related work. No extra claim in this regard shall be entertained once the contract has been awarded.</p>	<p>Based on studies and previous IWAI working experience on this stretch, we would like IWAI to provide horizontal and vertical clearances for this site.</p>	The navigation clearances are published and can be seen on IWAI website (www.iwai.nic.in) in "River notice".
10	195	1.1	<p>Defect Liability Period</p> <p>The Defects Liability Period is the period specified in the Contract and is applicable for Development Dredging Works and Improvement Works, with exclusions identified in the PC, if any</p>	<p>Please elaborate the applicability of Defect Liability Period. What is the length of time available to rectify the defects? Usually for dredging works defect liability period is not applicable.</p>	Please refer Amendment Sheet

11	203	8	<p>Design Responsibility The contractor shall be responsible for the design and programming of the works and services and for the accuracy and completeness of the information used for that design and programming in accordance with the requirements established in the specifications</p>	Design responsibility lies with employer and not with contractor. Kindly modify the clause	<p>This is a assured least available depth tender and not quality based dredging - therefore design responsibility lies with the contractor and not with employer.</p> <p>No changes, tender conditions prevail.</p>
12	283	35.1	<p>Insurance The Service Provider shall ensure that the risks and coverage by insurance shall be ensured during the period of the Contract at his own cost for the minimum values as under :</p> <p>(i) Third Party motor vehicle: INR 4,000,000/- (ii) Third Party liability: as per vessel Inland Act. (iii) Group Insurance Cover for the persons on Vessel / Board. (iii) Employer's liability and workers' compensation: Nil (iv) Professional liability: Twice the value of contract for the entire period of the contract (v) Loss or damage to equipment and property: Minimum INR 10,000,000/- for each accident for the currency of the contract</p>	<p>Third party motor vehicle insurance: INR 40,00,000 is very high, reduce the same.</p> <p>Professional liability is not applicable here as there is no involvement of design.</p> <p>Loss or damage to equipment and property: Minimum INR 10,000,000/- will be applicable for initial two accident only for the currency of the contract. Please confirm!</p>	<p>Third party motor vehicle insurance is as per other tenders of IWAI.</p> <p>Professional liability applies in this case as the channel is to be designed as per requirement given in the tender along with channel marking.</p> <p>Therefore, No changes, tender conditions prevail.</p>
13	283	39.1	<p>Deductions Deduction to be applied as percentage of monthly bill for each non-compliance found in a joint weekly survey during the month.</p>	We request the Employer to consider reduction from monthly bill for each month default instead of 'each weekly default'.	No changes, tender conditions prevail.
14	285	45.3	<p>Advance payment The repayment of the advance payment shall commence with the first Interim (Monthly) Payment Certificate which follows the Advance Payment. The proportionate amount of the deduction shall equal 15% of each interim payment certificate amount.</p>	<p>If the advance is recovered from first interim bill @15% then it will impact the cash flow of appointed contractor. As specified in previous contracts We would like IWAI to agree the clause as stated below- " The advance shall be recovered from the monthly Running Account bills submitted after completion of 6 months from the Date of Commencement of Services by the Service Provider @10% from each bill".</p>	Please refer Amendment Sheet
15	48	287	<p>Price Adjustment High Speed Diesel</p>	Please note the fuel cost factor for any dredging project lies between 25 - 35%. And hence it is requested to increase the weightage of fuel component to 0.35 in place of 0.12	No changes, tender conditions prevail.
16			<p>Other Conditions - Dumping Site In the event of non-availability of dumping site, Employer shall not be responsible for delays caused in the dredging operation / maintenance of navigational channel.</p>	Please note that in the event of non-availability of dumping site, IWAI should jointly work with Service Provider to identify alternative suitable dumping location. Service Provider should be suitably compensated and no penalties should be imposed in case of such delays.	<p>All hindrances shall be recorded in the Hindrance Register at site.</p> <p>No changes, tender conditions prevail.</p>

17	Nil	Nil	Rock Dredging / Permit / Permissions	Please clarify that no rock dredging is envisaged under this contract. Please confirm and provide the copy of the permit / permission from the concerned authority (such as MoEF etc.) for dredging and disposal as per approved EMP.	As per various dredging operations carried out by IWAI, Rock dredging is not encountered. However, bidder is advised to carry out their own due diligence in this matter.
18	Nil	Nil	Soil Data and Siltation	Please provide the following information Soil sub soil data, information Bathymetry (latest copy) River dynamics study	Navigational charts can be purchased from IWAI on payment of prescribed fees. The link for the information is " http://iwai.nic.in/showfile.php?lid=474 " & " http://iwai.nic.in/showfile.php?lid=95 "
19			Commencement Date and Site Visit	Kindly provide us with the likely commencement date for the proposed dredging work.	Likely date of commencement of services is October 2018
20			Last Date of submission	In order to give sufficient time to contractor to have site visit and allow him to make necessary preparation for tender submission. We request IWAI to postpone last day of submission by at least 4 weeks.	No changes, tender conditions prevail.
21		Others	OTHER CONDITIONS No idle time charges shall be payable to the Service Provider on any account during the contract period.	Please confirm that idle charges shall be applicable during the contract period or in extended period (if any) due to reasons not attributable to contractor. Methodology for payment shall be clarified.	This is a assured least available depth tender and not quantity based dredging - therefore no idle charges are applicable. No changes, tender conditions prevail.
22	6	ITB 2.1	The Borrower, as defined in the BDS, intends to apply part of the funds of a loan from the World Bank, towards the cost of the Project, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.	Kindly clarify the probable duration of getting the fund once applied, since it will have an impact on the resource planning and logistics.	Please refer BDS 2.1.
23	15	ITB 7	The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.	Employer may conduct a guided site visit on a pre fixed date for the benefit of all bidders.	Site visit for this stretch is already conducted. However, on specific request the site can be visited.
24	71	2.4	Membership of IADC / WODA / EADA / CEDA	This may restrict the Indian dredging companies participation in the bidding, who are having experience in dredging field as mentioned Section III Clause 4 Experience of Qualification Criteria, So bidder request to delete this clause. Kindly confirm.	No changes, tender conditions prevail.

25	165	1.6	<p>Disposal of Dredged Material</p> <p>In case the Service Provider intends to dispose of the dredged materials on private lands, it shall identify the disposal site, obtain necessary permission from Engineer-in-Charge and also permission from the land owner(s) for dumping the material on their lands.</p> <p>Expenditure involved in such disposal including payment to the land owner(s) for dumping the material on their lands shall be borne by the Service Provider.</p>	Bidder request Employer to bear the expenditure involved, in case dredged material is to be disposed on private land.	No changes, tender conditions prevail.
26	230	38	<p>“Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, insofar as they directly affect the execution of the Services and Works included in this Contract and which is unavoidable notwithstanding the.....</p>	Apart from force majeure conditions, kindly confirm the applicability of conditions such as in sufficient inflow (in river) is caused due to reasons beyond the control of Bidder (e.g. drought condition, release of water to down stream from barrage etc.).	Please refer query no. 8
27	283	39.1	<p>Services, as determined during the course of weekly joint surveys conducted in accordance with GC 47, deduction shall be made from the Contractor’s monthly bills as follows.</p>	Requested to confirm whether the depth considered for deductions is based on average or on minimum sounding.	Depth consideration is based on minimum sounding as per the title of the contract "Least Available Depth".
28				Employer is requested to provide Soil investigation and bathymetric survey charts of Dredging location.	Please refer query no. 18

29	61	2.32	<p>Financial Criteria:</p> <p>(A) Average Annual Turnover Minimum average annual turnover of (in at least two of the last five financial years) in Dredging work USD \$ 7.29 Millions or INR 47.36 Cr., calculated as total certified payment received for contracts in progress or completed, within last five (5) years</p> <p>(B) Financial Resources The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, and other financial means, other than any contractual advance payments to meet:</p> <p>(i) the following cash-flow requirement: INR 14.21 Cr. or USD 2.19 Million; and</p> <p>(ii) the overall cash flow requirements for this contract and its current commitments and for the future contract commitments.</p> <p>Lead Member : Must meet fifty percent (50%) of the requirement</p> <p>Each Member : Must meet twenty five (25%) of the requirement</p>	<p>Our request that the JV / consortium member together shall meet the overall qualification Criteria stipulated. All the IWAI tenders have the same tender condition for Joint Venture formation.</p>	<p>No changes, tender conditions prevail.</p>
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30	65	2.4.2 (a)	<p>Experience Criteria :</p> <p>A minimum number of similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st April 2013 and bid submission deadline:</p> <p>(i) 01 contract, each of minimum value USD 30 Million or INR 190 Cr.;</p> <p>Or</p> <p>(ii) Two (02) contracts, each of minimum value USD 19 Million or INR 120 Cr.;</p> <p>Or</p> <p>(iii) Three (03) contracts, each of minimum value USD 15 Million or INR 95 Cr.</p> <p>Lead Member : Must meet Minimum Fifty percent (50%) of the requirement</p> <p>Each Member : Must meet minimum twenty five percent (25%) of the requirement</p>	Our request that the JV / consortium member together shall meet the overall qualification Criteria stipulated. All the IWAI tenders have the same tender condition for Joint Venture formation.	No changes, tender conditions prevail.
31	69	2.4.2 (c)	Bid Capacity	Not mentioned clearly the qualification criteria	The qualification criteria is reproduced from the clause as " <i>Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value of the work.</i> "
32	69	2.4.3	<p>Quality Requirement</p> <p>Lead Member must meet</p>	Our request that the JV / consortium member together shall meet the overall qualification Criteria stipulated. All the IWAI tenders have the same tender condition for Joint Venture formation.	No changes, tender conditions prevail.
33	97	19.7	<p>Bid Security</p> <p>The Bid security of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted at the time of bidding, the Bid Security shall be in the name of all future partners as named in the letter of intent referred to in ITB 4.1.</p>	Kindly consider the bid security in the name of lead member.	No changes, tender conditions prevail.
34	109		Form COM - 3	We request you to kindly remove the Form COM - 3	No changes, tender conditions prevail.
35	61	2.3.2	Minimum average annual turnover of (in at least two of the last five financial years) in Dredging work USD 7.29 Million or INR 47.36 Cr.), calculated as total certified payments received for contracts in progress or completed, within the last five (5) years. In JV - each partner should meet 25%	It is requested that the requirement of each member of the JV should be waived off. Two members will be meeting the requirements.	No changes, tender conditions prevail.

36	64	2.4.1	Experience under contracts in the role of contractor, sub-contractor, or management contractor for at least the last five [5] years prior to the bid submission deadline, and with activity in at least nine (9) months in each year.	It is requested that the requirement of each member of the JV should be waived off. Two members will be meeting the requirements.	No changes, tender conditions prevail.
37	65	2.4.2	A minimum number of similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st April 2013 and bid submission deadline: (i) 01 contract, each, of minimum value USD 30 Million or INR 190 Cr.; Or (ii) Two (02) contracts, each of minimum value USD 19 Million or INR 120 Cr.; Or (iii) Three (03) contracts, each of minimum value USD 15 Million or INR 95 Cr.; In JV - each partner should meet 25%	It is requested that the requirement of each member of the JV should be waived off. Two members will be meeting the requirements.	No changes, tender conditions prevail.
38	52	Section IV, 6	Equipment Dredgers, 300 - 650 cum Solids per hour Capacity, 12 years Maximum Age	It is requested that in the Qualification criteria of the said tender, the maximum age of 12 years be amended also with acceptability of rebuilt certificates of dredgers within this period.	No changes, tender conditions prevail.

Assignment Title: Procurement of Contractor for providing Assured Least Available Depth of 2.5 / 3.0 m by performance based dredging & bandalling in Sultanganj – Mahendrapur stretch of National Waterway - 1

ICB No.: IN-IWAI-68538-CW-RFB

Amendment – 2

This amendment forms an integral part of the Bid Document issued on 13th July, 2018.

Consequent to the Pre-bid meeting queries received from the shortlisted bidders regarding various issues, the modifications suggested to the original Bid Document for “*Procurement of Contractor for providing Assured Least Available Depth of 2.5 / 3.0 m by performance based dredging & bandalling in Sultanganj – Mahendrapur stretch of National Waterway – 1*” are as under:

S No	Bid document Section, Clause	As per Bidding Documents	Amendment
1.	BDS 33.2	Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-contractors will not be permitted to participate.	<p>Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-contractors will not be permitted to participate.</p> <p>Bidders shall list those parts of the Works and Services which they propose to subcontract <i>[for those costing more than 10% of the bid price for each part]</i>, and state the approximate value of those parts and the names, addresses, and experiences of the proposed subcontractors.</p> <p>The capability of the sub-contractor will also be assessed on pro-rata basis of the quantity of work being subcontracted (with similar parameters as for the main Contractor) before according approval to him.</p>

2.	Section III, Qualification Criteria 2.4.3 f	5. Quality Requirements:							5. Quality Requirements:								
		S. No.	Subject	Requirement	Single Entity	All Parties combined	Each Member	Lead member	Submission Requirement	S. No.	Subject	Requirement	Single Entity	All Parties combined	Each Member	Lead member	Submission Requirement
		5.6	Safety Management Certificate (SMC)	Safety management certificate for safety of vessels of more than 500 GT in compliance with ISM standard	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Valid SMC certificate.	5.6	Safety Management Certificate (SMC)	Safety management certificate for safety of vessels of more than 500 GT in compliance with ISM standard. (This shall be applicable for RSV. However, not mandatory for registered inland vessels.)	Must meet requirement	Must meet requirement	N/A	N/A	Valid SMC certificate.
3.	PC 38.1 (g)	Nil							Add in the existing GC clause 38.1 (g) the following: the event of water level falling below the 'minimum of last 30 years' from the Central Water Commission (CWC) gauge situated at Munger, Bihar								
4.	PC 41	Nil							Replace the existing GC clause 41.2 with the following: Deleted								
5.	PC 45.3	<p>The repayment of the advance payment shall commence with the first Interim (Monthly) Payment Certificate which follows the Advance Payment.</p> <p>The proportionate amount of the deduction shall equal 15% of each interim payment certificate amount until the advance payment is fully repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.</p> <p>If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination of the Contract, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer.</p>							<p>The advance shall be recovered from the monthly Running Account bills submitted after completion of 6 months from the Date of Commencement of Works by the Contractor @10% from each bill.</p> <p>However, until the advance payment is fully repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.</p> <p>If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination of the Contract, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer.</p>								
6.	BDS 18.3	The Bid price shall be adjusted by the following factor(s): 0.65 x (Average of Inflation percentage of last three quarters from the date of Notification of Award)							Not Applicable								
7.	Appendix to	[In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign							[In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and								

Financial Bid, Schedule of Adjustment data

currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
NA	Nonadjustable	—	—	—	A: ____* B: ____ C: ____ D: ____ E: ____
Total					1.00

[* To be entered by the Employer. Whereas "A" should a fixed percentage (say around 15%), B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
NA	Nonadjustable	—	—	—	A: <u>0.222</u> *
L	Labour – All India Consumer Price Index (CPI) for industrial workers	Labour Bureau, Ministry of Labour & Employment, Government of India	CPI of month preceding the bid submission date		B: <u>0.35</u> to <u>0.272</u>
F	High Speed Diesel – All India Wholesale Price Index (WPI)	Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry	WPI of month preceding the bid submission date		C: <u>0.428</u> to <u>0.506</u>
Total					1.00

[* To be entered by the Employer. Whereas "A" should a fixed percentage (say around 15%), B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

8.	Appendix to Financial Bid, Schedule of Adjustment data	<p>State type: [If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]</p> <p style="text-align: center;">Table B. Foreign Currency</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Index code*</th> <th style="width: 20%;">Index description*</th> <th style="width: 10%;">Source of index*</th> <th style="width: 10%;">Base value and date*</th> <th style="width: 10%;">Bidder's related currency amount</th> <th style="width: 10%;">Bidder's proposed weighting</th> </tr> </thead> <tbody> <tr> <td>NA</td> <td>Nonadjustable</td> <td style="text-align: center;">—</td> <td style="text-align: center;">—</td> <td style="text-align: center;">—</td> <td>A: ____* B: ____ C: ____ D: ____ E: ____</td> </tr> <tr> <td colspan="5" style="text-align: right;">Total</td> <td style="text-align: center;">1.00</td> </tr> </tbody> </table> <p>[* To be entered by the Employer. Whereas "A" should a fixed percentage (say around 15%), B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]</p>	Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting	NA	Nonadjustable	—	—	—	A: ____* B: ____ C: ____ D: ____ E: ____	Total					1.00	<p>State type: [If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]</p> <p style="text-align: center;">Table B. Foreign Currency</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Index code*</th> <th style="width: 20%;">Index description*</th> <th style="width: 10%;">Source of index*</th> <th style="width: 10%;">Base value and date*</th> <th style="width: 10%;">Bidder's related currency amount</th> <th style="width: 10%;">Bidder's proposed weighting</th> </tr> </thead> <tbody> <tr> <td>NA</td> <td>Nonadjustable</td> <td style="text-align: center;">—</td> <td style="text-align: center;">—</td> <td style="text-align: center;">—</td> <td>A: <u>0.222</u>*</td> </tr> <tr> <td>L</td> <td>Labour – All India Consumer Price Index (CPI) for industrial workers</td> <td></td> <td>CPI of month preceding the bid submission date</td> <td></td> <td>B: <u>0.35 to 0.272</u></td> </tr> <tr> <td>F</td> <td>High Speed Diesel – All India Wholesale Price Index (WPI)</td> <td></td> <td>WPI of month preceding the bid submission date</td> <td></td> <td>C: <u>0.428 to 0.506</u></td> </tr> <tr> <td colspan="5" style="text-align: right;">Total</td> <td style="text-align: center;">1.00</td> </tr> </tbody> </table> <p>[* To be entered by the Employer. Whereas "A" should a fixed percentage (say around 15%), B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]</p>	Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting	NA	Nonadjustable	—	—	—	A: <u>0.222</u> *	L	Labour – All India Consumer Price Index (CPI) for industrial workers		CPI of month preceding the bid submission date		B: <u>0.35 to 0.272</u>	F	High Speed Diesel – All India Wholesale Price Index (WPI)		WPI of month preceding the bid submission date		C: <u>0.428 to 0.506</u>	Total					1.00
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9.	PC 48	The Price adjustment factor for the Works & Services rendered in a month shall be determined using the coefficients/weightings of relevant Indices as under:	The Price adjustment factor for the Works & Services rendered in a month shall be determined using the coefficients/weightings of relevant Indices as under:																																																

Index code	Index description	Source of index	Weighting*
L	Labour – All India Consumer Price Index (CPI) for industrial workers	Labour Bureau, Ministry of Labour & Employment, Government of India	0.23
F	High Speed Diesel – All India Wholesale Price Index (WPI)	Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry	0.12

Price Adjustment Factor $P_c = 0.65 + 0.23 \times L_m/L_0 + 0.12 \times F_m/F_0$
Price Adjustment for Works & Services rendered in a month = $R \times (P_c - 1)$

where

L_m = CPI for the month in which the Works & Services have been provided

L_0 = CPI for the month preceding the deadline for bid submission

F_m = WPI for the month in which the Works & Services have been provided

F_0 = WPI for the month preceding the deadline for bid submission

R = Running Account Bill amount for Works & Services rendered in a month after making deductions (a) as stipulated in PC 39.1 for failure to achieve LAD and Channel Bottom Width, and (b) towards repayment of Advance Payment.

Index code	Index description	Source of index	Weighting*
L	Labour – All India Consumer Price Index (CPI) for industrial workers	Labour Bureau, Ministry of Labour & Employment, Government of India	B
F	High Speed Diesel – All India Wholesale Price Index (WPI)	Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry	C

Price Adjustment Factor $P_c = 0.222 + B \times L_m/L_0 + C \times F_m/F_0$

Price Adjustment for Works & Services rendered in a month = $R \times (P_c - 1)$

where

L_m = CPI for the month in which the Works & Services have been provided

L_0 = CPI for the month preceding the deadline for bid submission

F_m = WPI for the month in which the Works & Services have been provided

F_0 = WPI for the month preceding the deadline for bid submission

B = Bidder's proposed weighting for Labour component in Appendix to Financial Bid, Schedule of Adjustment Data

C = Bidder's proposed weighting for Fuel component in Appendix to Financial Bid, Schedule of Adjustment Data

R = Running Account Bill amount for Works & Services rendered in a month after making deductions (a) as stipulated in PC 39.1 for failure to achieve LAD and Channel Bottom Width, and (b) towards repayment of Advance Payment.