



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण

(पोत परिवहन मंत्रालय, भारत सरकार)

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INLAND WATERWAYS AUTHORITY OF INDIA

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Tender No. IWAI/Hy/106NW/Barak/2016-1 to 3

10th August 2016

Corrigendum – 4

Dredging & providing fairway maintenance for a Least available depth of 2 m along with provision of navigational aids between Silchar (ch. 50 km) – Bhanga (ch. 121km) stretch of Barak river (nw-16) for shipping & navigation

1. Clause 3 – Timelines of Section of VI – Part I, Scope of Work, the timelines stipulated are modified as below:
 - a. Contract duration – 42 Months
 - b. Dredging – 18 Months (including 3 months period for works as stipulated in Sr. No. 1 to 3, Clause 4 – Milestones of Section VI – Part I, Scope of Work).
 - c. Maintenance period of 24 months includes non-working period of 10 months.
2. Sr. No. 1 of Clause 4 – Milestones of Section VI – Part I, Scope of Work “Completion of Survey and Preliminary works” shall now be read as “Completion of bank to bank bathymetric cross section survey at 50 m interval for dredging and longitudinal survey for Navigational Aids and preliminary works”.
3. Clause 5.3 of Section VI – Part I, Scope of Work shall be read as “The Contractor shall submit monthly Running Account Bills (RA Bills) on or before the dates fixed by Engineer-In-Charge (EIC) for the quantity and or work executed for the month. The Contractor shall be paid monthly as per the RA Bills submitted for the quantity dredged”
4. Clause No 5.4 of Section VI – Part I, Scope of Work shall be read as “The Employer shall pay to the Contractor, for Maintenance Dredging on monthly basis as per the rate / price quoted by the Contractor. The overall price, for the Maintenance Dredging, quoted (including non-working period of 10 months) by the Contractor shall be bifurcated into 14 working months and monthly installments will be paid accordingly.

5. Clause 5.5 added to Section VI – Part I, Scope of Work and shall be read as “The Contractor shall after completing the installation of Navigational Aids, submit a bill for the lump sum amount as quoted in bid. The Employer shall pay to the Contractor, for installation of Navigational Aids after physical verification and certification by Engineer-in-Charge”
6. First paragraph of Clause 8.1 of Section VI – Part II, shall be read as “The Contractor shall perform all necessary survey works required to be executed by him as laid down in the terms of the contract (for dredging, installation of navigational aids and maintenance of LAD of 2 m) and as directed by the Engineer. For this purpose, he shall furnish and employ all the personnel, services, equipment and supplies needed to perform the surveys and all the incidental work required for:”
7. The portion of Clause 8.7 of Section VI – Part II, Technical specifications “The Contractor, with the Engineer’s representative in attendance, shall survey the following areas within one month prior to dredging” shall now be read as “The Contractor, with the Engineer’s representative in attendance, shall survey the following areas and commence dredging work as per Engineer-in-charge directives.
8. Clause 8.9.2 of Section VI – Part II shall be read as “Upon the completion of each Dredging Works (including works of dredging and maintenance of LAD of 2m) or at a time to be mutually agreed upon between the Contractor and the Engineer's Representative, the Contractor, with the Engineer's Representative in attendance, shall survey the appropriate area with a view to checking whether the dredged areas comply with the requirements as stipulated in Scope of Work, Technical Specifications or in any other part of the Contract and for determining payments for dredging works and maintenance of LAD of 2 m carried out. This area includes:
- Navigation channel along the River Barak”
9. Clause 8.12 of GCC, Liquidated Damages shall be read as:
“If the Contractor fails to comply with the Time for Completion in accordance with Clause 10, for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Clause 8.5, then the Contractor shall pay to the Employer the relevant

sum stated in the Clause 7.3 of SCC as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every quarter or part thereof which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the Clause 7.3 of SCC. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

The Contractor shall dredge every quarter a minimum quantity as stipulated in Clause 4 of section IV, Terms of Reference. If the contractor does not achieve a particular quarterly milestone, or the re-scheduled milestone(s) in terms of Clause 8.6, 8.7 and 8.8, the amount as stipulated in Clause 7.3 of SCC, against that milestone shall be withheld, to be adjusted against the liquidated damages levied at the final decision on grant of Extension of Time (refer Clause 8.6, 8.7, 8.8 of GCC and modified Clause 7.3 of SCC as per point 10 of Corrigendum 3) for delayed completion. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount as stipulated in Clause 7.3 of SCC, against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

The withheld Liquidated Damages against not achieving of milestones shall be deducted finally after the completion of dredging works, if the entire work is not completed in stipulated period and time extension is granted with liquidated damage.

10. Clause 7.3 of SCC shall be read as:

- a. In case, the Contractor does not achieve quarterly milestone for a minimum quantity as stipulated in Clause 4 of Section IV, Terms of Reference, an LD of 5% for 1st

quarter on the amount against completion of milestone shall be withheld on payment of any of the pending bills or bills raised subsequently as the case may be. The Contractor failing to achieve subsequent quarterly milestones shall be liable for a LD of 10% on the amount against completion of milestone and the amount shall be withheld on payment of any of the pending bills or bills raised subsequently as the case may be. The LD to be levied on the Contractor on failing the milestones shall be subject to maximum of 10% of the total dredging cost.

- b. In case, the Contractor does not achieve the milestone as set in Clause 4 of Section IV, Terms of Reference for works of Navigational Aids, LD of 10% on the amount against completion of works shall be deducted on payment of bill.

11. Clause 7.4 added to SCC and shall be read as

During maintenance period, if in any stretch of dredged channel, the LAD is found less than as stipulated in Clause 4 – Milestones under Section VI, Part I, Scope of Work, the deduction in monthly RA bill payment will apply as stipulated below:

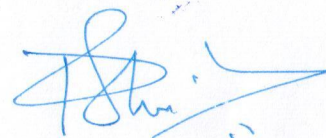
Sr. No.	Description	Liquidated Damage (LD) to be applied in terms of percentage of monthly gross bills under consideration
1	On achieving LAD of 2 m or above throughout	Nil
2	On achieving the LAD <2 m to 1.8 m throughout	20% (10% on fortnightly basis)
3	On achieving the LAD of <1.8 m to 1.5 throughout	50% (25% on fortnightly basis)
4	For a LAD less than 1.5 m	100% (50% on fortnightly basis)

The decision of EIC to accept the work done with or without the deductions shall be final and binding.

The measurement of depth in the navigation channel shall be carried out by conducting Thalweg surveys every fortnight jointly by the Contractor and the representative of IWAI

under the supervision of Engineer-in-charge or his nominee & its chart should be plotted by the contractor in presence of Engineer representatives. In case of shortcomings observed by the Engineer-in-charge or his nominee in respect of width or other parameters, the cross-sectional survey is to be carried out and the cross-sectional interval shall be 10 m apart and soundings shall be taken continuously and plotted at 4 m interval on the cross-section. The cross-section shall be extended up to 20 m beyond the limits of the channel on either side.

12. As per the table in Special Conditions of Contract starting from page 208 to 211, the condition stipulated for interest on delay of payment under Clause 15.12 as “1 percent per month on the outstanding amount or part thereof after 56 days from the date of receipt of bill by Engineer in a complete and acceptable form with all necessary records and certificates” stands withdrawn.
13. As per the table in Special Conditions of Contract starting from page 208 to 211, the conditions stipulated for LD under Clause 8.12 shall be read as stipulated in point no. 9 & 10 of this corrigendum.
14. Date of submission of bids for “e-tender for Dredging & providing fairway maintenance for at least available depth of 2 m along with provision of navigational aids between Silchar (ch. 50 km) – Bhanga (ch. 121 km) stretch of Barak River (NW-16) for shipping & navigation” has been extended from 08.08.2016 to 31.08.2016.
15. Clarifications on Pre-bid queries have also been uploaded and changes thereof will be part of tender terms & conditions.



(Cdr. P. K. Srivastava)

Hydrographic Chief