Dredging By Cutter Suction Dredger in River Sunderban, West Bengal (NW-97)
TENDER No. IWAI/PR/SUNDERBAN(Dredging)/2017

RESPONSES TO PRE-SUBMISSION QUERIES OF THE BIDDERS

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
1.	Section I, Clause b, Page No. 7 of 226	Bid Submission Date	Please provide suitable extension of bid submission date by at least 3 weeks from the date of providing pre-bid clarifications so as to prepare the most competitive offer	As per Bid Document
2.	Section II, Clause 10, Page No. 25 of 226	The Hard Copy of original payment instruments in respect of cost of Tender document, earnest money, must be delivered to the office of Chief Engineer - 1 on or before Bid closing Date & Time. Bids submitted without original payment instrument like cost of Tender document, EMD etc., against the submitted Bid shall automatically become ineligible and shall not be considered	Please clarify all the set of original (hard copy) documents that need to be submitted as part of our bid	Hard copy of original payment instrument in respect of cost of tender document and earnest money deposit must be submitted on or before bid closing date and time. Printcut of scanned copy of technical bid can be submitted on or before bid closing date and time and all originals of technical bid shall be submitted subsequently.
3.	Section III, Clause 19, Page No. 38 of 226	Mobilization Time – 60 Days from Letter of Award	Please confirm that the mobilization period is exclusive of the dredging period of 12 months	Mobilization period is inclusive of the dredging period of 12 months.
4.	Section VI, Part I, Clause 7.6, Page No. 80-81 of 226	IWAI shall have the flexibility in deployment of dredgers at any location within a radius of 10 km from NW-97 (Sunderban Waterways) irrespective of national waterway depending on the requirement and the bidder shall mobilize the dredging unit at his cost within the prescribed time. The prime objective/ requirement is to maintain the specified LAD for movement of inland vessels. The Engineer-in-charge will have the powers to exercise this flexibility of deployment of dredgers.	IWAI will provide a reasonable amount of time for the deployment of the dredger within a 10 Km radius. Further, additional cost and time shall be provided. The contractor should be instructed to work only in the stretch of NW-97 only	In case of such instances, suitable extension of time for mobilisation will be given. Bidder to consider cost accordingly in their bid.
5.	Section VI, Part II, Clause 1, Page No. 89 of 226	Dredging work in 172 km length from Namkhana to Athari Banki to develop a navigable channel with a proposed bottom width of 45 m and side slope of 1:5 with LAD of 2.5 m at shoals. At bends, an additional width of 10 m with side slope of 1:5 may also be provided. For developing/ maintaining such design channels it has been worked that close to 4 lakh m^3 of dredging may have to be carried out in 12 Months. The above quantities of dredging would mainly consist of sand, silt and clay and soft, deposited material (boulders) and hard (rock) material is not expected to be excavated. The estimated quantities of dredging may vary (+/-) 20 % depending upon the site condition.	Please confirm that if any hard material is found during dredging, the area in which this material is encountered will be demarcated and IWAI will not enforce the contractor to achieve LAD in the demarcated area.	As per Tender conditions Refer Section VI, Part II, **Clause 1.3** Page 90 of tender document for explanation.
6.	Section VI, Part II, Clause 4.1.1, Page No. 91-92 of 226	An on land confined disposal area shall be created at different dredge locations for the disposal of dredged material from the Navigational Channel, which shall be identified, based on the initial pre-surveys. The lead distances for disposal is ordinarily for a distance of minimum 300 m up to 1000 m away from the location of dredging. Regarding disposal location, the decision of Engineer in Charge (EIC) shall be final and binding on the Contractor.	Please note that the discovery and approval for dumping/reclaiming the dredged material for any on-shore disposal will be under the purview of EIC. The contractor will have no role to play in procuring any permission in this regard	As per tender conditions. Dredged material shall be disposed at a minimum distance of 300 m and upto 1000 m in the river. If sufficient distance is not available, the contractor may make suitable bund at bank of river to dispose dredged material with consent of EIC at their own cost.
7.	Section VI, Part II, Clause 7.4, Page No.	The Contractor shall be responsible for obtaining specific approvals, Licences and for the payment of any fees relating to the execution of the	It should be noted that the contractor will not be liable to procure any permission from any local authorities regarding the	IWAI will facilitate the correspondence with authorities. But the necessary permission has to be obtained by the

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
	103 of 226	works and to the process adopted by the Contractor, e.g. Right of way for discharge pipes, temporary works for pump out points, local authority approvals, Licences and approvals from concerned authority	work as that falls under the purview of the employer	contractor.
8.	Section VII, Clause 8.9, Page No. 150 of 226	Subject to any provision to the contrary contained in the Contract, none of the Works shall, save as hereinafter provided, be carried on during the night or on locally recognised days of rest without the consent of the Engineer. Provided that the provisions of this Clause shall not be applicable in the case of any work which it is customary to carry out by multiple shifts.	Please note that the dredging is an ongoing process and cannot be stopped during the working season (24*7). Please modify this clause accordingly.	In case of any exigencies, the contractor with the consent of Engineer-In charge can work during night.
9.	Section VII, Clause 12.5, Page No. 160-161 of 226	The unit rate quoted by the Contractor shall remain unchanged for the quantities varying upto +/-20%.	Please make that the EIC cannot make a unilateral decision regarding the "certain" amount to be added or subtracted from the contract price. The decision of this amount has to be mutually agreed between the EIC/Employer and the contractor.	As per tender conditions.
10.	Section VIII, Clause 7.13, Page No. 198 of 226	The 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. However, on request IWAI may extend the assistance for solving the issues only through the concerned official/dept. of the state or local bodies.	Please note that any issues with the locals (fishermen, local bodies, stakeholders shall not be the responsibility of the contractor. It shall fall under the purview of the employer. Please note that the contractor will be handed-over an unhindered, unencumbered site for dredging and dumping of the dredged material.	As per tender conditions.
11.	Section VIII, Clause 7.19, Page No. 199 of 226	If the dredging is stopped continuously for more than 3 days due to law and order, the Contractor has to report to EIC the same and take actions mutually in accordance with prevailing local laws for removal of such problem and proceeding further with the work to mutual benefit	If there is any stoppage of works, idle time charges shall be applicable and the rates for the dredge spread will be mentioned separately in the BOQ and methodology for reimbursement to the contractor by the Employer	As per tender conditions.
12.	Section VIII, Clause 17-4.7(b), Page No. 204 of 226 and Section VII, Clause 4.7 (b), Page No. 123 of 226	SCC- No cost on any account due to unforeseeable physical obstructions or conditions shall be added to the Contract Price. GCC- The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer	The clause is in contradiction to the clause at 4.7(b) on page 123. Please modify to ensure that any losses/costs incurred due to encountering of underwater obstructions are paid for to the contractor by addition to the contract price.	Section VIII, Clause 17-4.7(b), Page No. 204 of 226 shall prevail. No cost on any account due to unforeseeable physical obstructions or conditions shall be added to the Contract Price
13.	General		Please provide the latest bathymetric survey charts along with soil data of the various shoals identified in the dredging stretch	Data shall be provided to the successful bidder.
14.	General		It is understood that the Environmental clearance to undertake this work is already in hand with the employer. Please do share a copy of the EC with the bidders for their reference and record	As per the need basis, IWAI will consider
15.	Section I, Clause b, Page No. 7 of 226	Bid Submission Date	We request the employer to extend the time of submission by atleast 45 days for complying with the formalities for formation of foreign joint venture company.	As per Bid Document
16.	Section II, Clause 10, Page No. 25 of 226	The Hard Copy of original payment instruments in respect of cost of Tender document, earnest money, must be delivered to the office of Chief Engineer - 1 on or before Bid closing Date & Time. Bids submitted without original payment instrument like cost of Tender document, EMD etc.,	Please confirm whether both technical bid and price bid have to be submitted in physical mode also.	Refer Sl no.2

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
		against the submitted Bid shall automatically become ineligible and shall not be considered		
17.	Section II, Clause 16.1.2, Page No. 31 of 226	Qualification Criteria for Average annual turnover for last 3 financial years i.e. 2014-15, 2015-16 and 2016-17 **At least 100% of the estimated cost to qualify.**	Please note that as per CVC Guidelines on civil tenders it is mentioned that "Average Annual Financial Turnover during the last 3 years ending 31st March of the previous financial year should be atleast 30% of the estimated cost. Therefore in this tender you may consider 30% of estimated cost for previous 3 years should be qualifying criteria.	As per tender conditions ~~Finance wing may please confirm this clause.~~
18.	Section VI, Part I, Clause 7.1, Page No. 79 of 226	The contractor is permitted to deploy the dredger which should not be older than 12 years of age	The age restrictions of dredger shall be maximum 5 years instead of 12 years.	As per tender conditions.
19.	Section VI, Part II, Clause 1.4, Page No. 90 of 226	A total of approximately 4.13 lakh m^3 of material in Sunderban Waterways, and as described above shall be excavated, dredged, broken from the navigation channel and disposed on the river banks at identified locations. The entire responsibility of disposal of dredged material, including identification and procurement of land lies with the Contractor. However, IWAI would facilitate for getting land and related approvals, if required	Please confirm the disposal area is available with Inland Waterways Authority of India and free of encumbrance.	Refer Sl No.6.
20.	General		Please specify the date of pre site survey along with the details of Engineer-in-charge for co-ordination purpose before the bid submission date. Further we request you that bid submission time is after 45 days from site survey date.	Details of EIC is provide in the tender document. Bid submission date shall be as per tender document.
21.	General		It is difficult to find the proper dumping area and also difficult to judge the commercial involvements to get the disposals area at suitable site at the time of execution of work. Hence we request IWAI to make dumping area available in consultation with PWD wherever needed. The Dumping area should be free of encumbrances.	Refer Sl No.6.
22.	Section II, Clause 3.7, Page 12 of 226	The Bidder shall offer and make available the list of all Key Personnel meeting the requirements specified in Clause - 6 of Section – VI: Terms of Reference. Each of the Key Personnel must fulfil the conditions of eligibility with respect to Qualifications and Experience as mentioned therein	Whether the list of key personnel will have to furnish at the time of bid submission along with the qualifications and eligibility criteria? And the same will have to deploy at the time of execution? Or the same type / quality manpower will be okay with the authority? Kindly specify please	List of Key Personnel have to be furnished at the time of bid submission as per Form 4E of tender document. During the tenure of contract if need arise, then the Bidder is allowed to change / replace the Key Personnel with a prior approval from EIC Refer Form 4E.
23.	Section VI, Part I, Clause 4.2.1, Page No. 76 of 226	The Contractor shall mobilize all the dredgers, allied vessels, equipment and manpower at site as specified in Clause 18 of Data Sheet, within 60 days from the date of Letter of Award. The Contractor is required to mobilize the desired equipment and manpower within this time frame to start the dredging operations in full capacity	Kindly rectify from the date of Letter of Award to "Date of signing the Agreement" , as letter of Award is not at all a legally secured documents	As per tender conditions
24.	Section VI, Part I, Clause 4.2.2, Page No. 76-77 of 226	The contractor, within 15 days from the Letter of award, should submit detailed Schedule of activities including mobilization, method statements, QC Manual including all data and reporting formats, for comment from EIC and should include all comments and observations to get the same approved by EIC	Kindly mention the date of signing of the agreement instead of date of Letter of Award, it will help the contractor to evaluate the time frame and plan accordingly	As per tender conditions
25.	Section VI, Part I, Clause 7.1, Page No. 79 of 226	2 Nos. Cutter Suction Dredger of 250 M3 capacity of solid/ Hr	Total cumulative quantity is 4.13 lac M3, Hence 1 no CSD is more than sufficient to carry out and complete the quantity satisfactorily in 8 months, then where is the necessity for	As per tender conditions

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
			deploying 2 nos of CSD, it will unnecessarily increase the cost of the project. Kindly amend please	
26.	Section VI, Part I, Clause 9.5.2, Page No. 82 of 226	The contractors should maintain adequate number of crew as reserve in their pay roll so that weekly, Gazetted leave and other leaves and exigencies can be accommodated by the Contractor. All the Crew particularly Master, Driver shall have valid certificates of competency issued by the Statutory Body/MMD as the case may be. The NINI trained Greasers, Lascars, Secunny or with adequate experience of minimum five years from reputed operators can also be deployed. The contractor shall comply with the provision of Statutory Authority applicable in relation to execution of works.by the Crew	1. Kindly mention what certificates are issued to the Master, Driver and issued by which legally accepted authorities for such small dredgers (250M3 solid / Hr)? 2. Can the authority help the contractors to find out NINI trained Greasers, Lascars etc., for the purpose of the requirements as per the authority? Kindly specify	As per tender conditions. Refer Clause 9.5.1, Section VI, Part-1,Page No. 82 of 226 of tender document. The bidder may approach NINI, Patna to get trained required personnel.
27.	Section VI, Part II, Clause 1, Page No. 89 of 226	Dredging work in 172 km length from Namkhana to Athari Banki to develop a navigable channel with a proposed bottom width of 45 m and side slope of 1:5 with LAD of 2.5 m at shoals	Whether the additional quantity to maintain the side slope of 1:5 are included in the total cumulative quantity of 4.13 lacs? Kindly specify please	The quantity to maintain the side slope of 1:5 is included in total cumulative quantity of 4.13 lacs.
28.	Section VIII, Clause 7.17, Page No. 199 of 226	The Employer may engage the agency on behalf of the Contractor as per the state/central Govt. organization on pollution or coastal management authority to carry out the test of the dredged material at regular interval for regulating the dumping activities. In case of any adverse report, the Contractor shall comply with the instruction of EIC	If the employer engage the agency to carry out the testing for the dredged materials, then who will bear the cost? Kindly specify please	Contractor have to bear the cost to carry out such test.
29.	Section VIII, Clause 7.18, Page No. 199 of 226	During execution of the work, if any environmental degradation occurs, consequent on dumping of dredged material, re-conveyance of the material shall be done by the Contractor at his cost, without claiming additional payment from IWAI	This is absolutely an uncertain and unforeseen proposal and neither the authority nor the bidder is aware about the quantities, volumes, nature of the products etc., if so happen then how the contractor will be liable for such expenses? Kindly specify please	As per tender conditions
30.	Section II, Clause 6.9.3, Page No. 17-18 of 226	In case the Bidder is a JV of two members then the minimum share of the Lead member shall be at least 51% and the minimum share of the 2nd member shall be 29%, with a total share of all the JV / Consortium members being 100%. In case the Bidder is a JV / Consortium of three members then the minimum share of the Lead Member shall be at least 51%, minimum share of the 2nd member shall be 29% and minimum share of the 3rd member shall be 15%, with a total share of all the JV / Consortium members being 100%. However, JV / Consortium will have to be registered under the provisions of Company Act 2013, before signing of contract. This clause shall be read in line with clause 16.1.1.	In case there are two parties in a consortium and one party is a PSU of a state government; it may not be possible to register the consortium under the provision of Company act 2013. This clause may be waived off for a party being PSU under state/central government	As per tender conditions
31.	Section VI, Part II, Clause 1.2, Page No. 89 of 226	The channel shall be dredged to maintain a bottom width of 45 m & 2.5 m depth below observed depth (not reduced depth) at the time of post-dredging survey, at shoals identified by the Engineer-in-Charge (EIC) through entire length along the specified river length.	The same may be clarified as any depth will vary based on observed depth depending upon water level.	Clause 1.2 is modified as: The channel shall be dredged to maintain a bottom width of 45 M and **2.5 M depth below chart datum**.
32.	Section II, Clause 16.1.1, Page 30-31 of 226	In case a bidder intends to sub-contract the work of dredging, submission of Letter of Consent signed by the sub-contractor is mandatory. The format for the Letter of Consent from the sub-contractor shall be as per Annexure-VII of Section IX: Annexes of the Tender Document. The work claimed by bidder / proposed sub-contractor shall be substantiated with client certificates as stipulated in clause 3.2 of ITB.		The relevant paragraph of clause 16.1.1 mentioned is hereby stands deleted.

Chief Engineer-I, (IWAI)

Member Technical, (IWAI)

Member Finance,(IWAI)