

**MINUTES OF 2<sup>nd</sup> PRE – BID MEETING HELD ON 12.02.2015 AT 1500 HRS. AT IWAI NOIDA OFFICE RELATED TO TENDER FOR PROVIDING ASSURED DEPTH OF 2.2 / 2.5 M IN NAVIGATIONAL CHANNEL IN PATNA - VARANASI STRETCH OF NATIONAL WATERWAY 1 (RIVER GANGA).**

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- I. The list of the participants who attended this meeting is at Appendix – 1.
- II. Director (P & C), IWAI welcomed the participants to the pre – bid meeting. A brief was given to the bidders regarding Tender work and the field conditions of the site.
- III. It was noted that some bidders had requested for clarification on tender document in writing prior to pre-bid meeting. The participants were requested to submit their additional queries / clarification raised during the meeting also in writing by e-mail on or before 16.02.2015.
- IV. **It was informed by IWAI that last date for submission of bids will remain unchanged i.e. 26.02.2015.** Any communication in this regard cannot be considered at this stage.
- V. The Clarifications on the queries raised by the bidders are enclosed as Annex – 1. These queries and their clarification would be treated as integral part of this tender.

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**The list of the participants;**

**I. IWAI**

1. Shri Pravir Pandey, Member(Finance)
2. Shri R.P.Khare, Member(Technical)
3. Shri. M.K. Saha, Director (P&C)
4. Shri Ajay Gupta, CAO
5. Shri A. Selvakumar, AHS
6. Shri. Sanjeev Kumar, JHS

**II. Representatives of Prospective Bidders**

**Representing**

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| 1. Shri Navin Chandra Arya  | M/s Dharti Dredging & Infrastructure Pvt. Ltd. |
| 2. Shri Some Subhra Nag     | M/s NCC Limited                                |
| 3. Shri Aditya Sinha        | M/s International Seaport Dredging             |
| 4. Capt. Partho Das         | M/s Alpha Tech Pvt. Ltd.                       |
| 5. Shri. P. Venugopal       | M/s Alar Infrastructures Pvt. Ltd.             |
| 6. Shri. Himadri Mitra      | M/s Reach Dredging Ltd.                        |
| 7. Col Vinod George (Retd.) | M/s Adani Ports & Sez Ltd.                     |
| 8. Shri. Philip Alexander   | M/s Alpha Tech Pvt. Ltd.                       |
| 9. Shri. K. Philip          | M/s Alpha Tech Pvt. Ltd.                       |
| 10. Shri. Vijay Arora       | M/s Priyati Shipping                           |

## INLAND WATERWAYS AUTHORITY OF INDIA

### Clarification on queries submitted by the bidders

#### TENDER FOR ASSURED DEPTH IN PATNA - VARANASI STRETCH OF NATIONAL WATERWAYS -1 (GANGA)

Sl. No.	Details of queries	REPLY
	<b>Ocean Sparkle Ltd</b>	
1	<p><b><u>Page - 25, Section - III, Bidding Data, Clause 1;</u></b></p> <p>1. Maintenance of navigational channel for assured depth of 2.2 m in the entire Patna- Varanasi stretch of National Waterways No. 1 (River Ganga) by Dredging / Bandalling works or any other means of conservancy work during initial stage and at later stage it may .....in sufficient number to be erected for safe navigational during day hours and maintenance of same throughout the contract period</p> <p>Request you please provide the following data.</p> <ol style="list-style-type: none"> <li>1. Bathymetric (Thalweg) survey drawings for last 2-5 years.</li> <li>2. Shoal formations observed for last 2-5 years with chainage.</li> <li>3. Methods adopted in disposal of dredged material for last two years.</li> <li>4. Water levels / flow velocity in the proposed stretches' for the last five years (CWC records)</li> <li>5. Length of Bandal executed during last two years period (stretch wise).</li> </ol>	<p>As agreed during 2<sup>nd</sup> Pre-bid meeting, the following data of Thalweg survey is uploaded in the IWAI website under this tender document (under other tender related doc) for reference purpose only;</p> <p>April 2012 April 2013 May 2014 Aug. 2012 Aug. 2013 Aug. 2014</p> <p>However, these datas are indicative only and bidders are advised to do their complete due diligence before bidding.</p>
2	<p><b><u>Page - 78, Section - VIII, Technical &amp; Special Condition, Clause 6.3;</u></b></p> <p>Escalation for price of HSD only shall be considered for payment. Components of HSD shall be taken as 0.12 (12% - pre-determined).</p> <p>We request you to kindly consider 0.30 (30%- pre determined) as the Component of HSD. This is a general industry practice and further the same was agreed during the Pre-bid meeting.</p>	<p>No amendment is considered necessary.</p>
3	<p><b><u>Page - 76, Section - VII, Technical &amp; Special Condition, Clause 6.0(v) (b);</u></b></p> <p>As per minutes of Pre-bid meeting 16.01.2015, clause 6.0 (v) (b) words "two months" were replaced by "six months"</p>	<p>It was not agreed during the 1<sup>st</sup> pre-bid meeting.</p> <p>However based on the similar request</p>

	<p>However we wish to inform you that at the pre-bid meeting the duration of 15-18 months was agreed for achieving the required depth in a particular area.</p> <p>Request you to make the amendments suitably.</p>	<p>from many bidders during 2<sup>nd</sup> pre-bid, Clause 6.0(v) (b) is further amended as follows;</p> <p><i>“Initially six months w.e.f. 1<sup>st</sup> October 2015 to 31<sup>st</sup> march 2016(six months of first year only), no deduction will be applied on achieving the minimum target of 1.8 m depth in the each stretch. If the depth recorded in each stretch is less than 1.8 m then 100% deduction will be applicable on monthly RA bills also during above said period. However on expiry of above said period, the condition laid down in the Para-6.0 (v) (a) of SECTION-VIII- TECHNICAL &amp; STANDARD CONDITIONS will become effective for deduction from monthly RA bills.”</i></p>
4	<p><b><u>Page - 26, Section - III, Bidding Data, Ref. Clause of ITB 44.1;</u></b></p> <p>In the form bank Guarantee issued by a bank as specified in clause 3 of General Conditions of Contract for an amount equivalent to 10% of the contract price</p> <p>We request to kindly amend the clause as follows:</p> <p>“In the form bank Guarantee issued by a bank as specified in clause 3 of General Conditions of Contract for an amount equivalent to 5% of the annual contract price.”</p>	<p>Not agreed to.</p>
5	<p><b><u>Page - 65, Section - VII, General Condition of Contract, Clause 38.1;</u></b></p> <p>If the contractor fails to complete all items of works within the period(s) of completion as ..... such default, pay compensation (not by way of penalty) at the rate of 1 1/2 % (one &amp; half percent) per month of delay to be computed per day basis on the total value of the contract for the concerned year subject to a <b>maximum of 10% of the total value of the contract for the concerned year.</b></p> <p>We request to kindly amend the clause as follows:</p> <p>... to be computed per day basis on the annual value of the contract subject to a maximum of --% of the annual contract value.</p> <p><u>Request to amend the clause as “maximum of 5% of the annual value of contract for the concerned year”.</u></p>	<p>No amendment in this clause is considered necessary.</p>

6	<p><b><u>Page - 72, Section - VII, General Condition of Contract, Clause 53;</u></b></p> <p>The mobilization advance will be interest bearing and the <b>interest @ 10.70% per annum</b> to be calculated on unrecovered mobilization advance</p> <p>It was agreed during the pre-bid meeting that the mobilization advance will be interest free for a period of 15 months.</p> <p>Kindly confirm.</p>	<p>Not agreed to.</p> <p>It was never agreed in the pre-bid meeting.</p>
7	<p><b><u>Page - 77, Section - VIII, Technical and Special Condition, Clause A.6.0(iii);</u></b></p> <p>The contractor shall identify the disposal sites, obtain necessary permission from Engineer-in-charge and necessary permissions from the land owner wherever required and the expenditure thereof including the payment to the land owners if any for hiring/taking on lease etc for dumping shall be borne by the contractor</p> <p>We request that the IWAI 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>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>Not agreed to.</p>
8	<p><b><u>Page - 81, Section - VIII, Technical and Special Condition, Clause A.7.0.(xvii);</u></b></p> <p>Contractor shall pay special attention for identification of disposal sites with a view to ensure uninterrupted dredging operation and plan in advance disposal details in respect of chainages ahead of location of dredger. In no case, mere non availability of dumping site without any effort by the contractor, IWAI shall not be responsible for delay in the dredging operation/ maintenance of navigational channel.</p> <p>Further, as per Section 8: Tech &amp; Special conditions clause 6.0 (II): Disposal of Dredged material within 50Mtrs of the dredging location or to an secondary channel. Hence, we understand that in such case there is no requirement for identification of dumping site by the Contractor</p>	<p>Dredged material shall be disposed off at least 50 meter 'away' from the navigational channel, not 'within' 50 m. Please re- refer clause 6.0 (ii) of Section –VIII.</p> <p>Further, clarification at sl. no. 37 &amp; 46 of 1<sup>st</sup> pre-bid meeting may also be referred to.</p>

9	<p><b><u>Page - 68, Section - VII, General Conditions of Contract, Clause 43;</u></b></p> <p>The prices shall include <b>all the taxes, levies, cess, octroi, royalty, terminal tax, excise/service tax or any other local or central taxes as applicable/ charged by Center or State Government</b> on all materials, including POL (and increase if any, on these during the currency of the contract) ..... in this regard. The rates quoted by the contractor shall be deemed to be <b>inclusive of all such taxes, duties, levies, etc.</b></p> <p>We request you that any change in the tax rates after the bid submission date should be paid by the Authority/ Employer. This was agreed during the Pre-Bid meeting, however the same is not reflected in the clarifications.</p>	Clarification at sl. no. 30 of 1 <sup>st</sup> pre-bid meeting may be referred to.
10	<p><b><u>Page - 56, Section - VII, General Conditions of Contract, Clause 29, Force Majeure;</u></b></p> <p>We request the addition of the following :</p> <p>If any of the Force Majeure conditions exists for continuous period of 30 days, either party shall have the right to terminate the agreement.</p> <p>Reason: Kindly appreciate that the Contractor shall incur huge amount of idle charges and standing cost and they would not be able to take up alternate deployment for the assets.</p>	No change is considered necessary.
11	<p><b><u>Page – 36, Section-VI, Schedule</u></b></p> <p><b>Pre-Bid Meeting Minutes</b></p> <p><b>Estimated cost of work</b></p> <p>It is clarified in the meeting that corrigendum will be issued.</p> <p>Kindly provide estimated cost of works – stretch wise</p>	<b>Section-VI; stands deleted.</b>
12	<p><b><u>Page – 01, CORRIGENDUM – 3</u></b></p> <p><b>Last date and time for submission of completed bid document ..... 26.02.2015</b></p> <p>During Pre-Bid meeting it was informed to bidders that we can procure currents charts and publications from your authorised distributor M/s. IIC Technologies Limited.</p> <p>It is requested to extend the date of submission of bids by giving atleast 30 days from the date the 2<sup>nd</sup> pre bid queries are replied.</p> <p>Reason : To avoid undue assumptions and to make appropriate estimates</p> <p>We have contacted your authorised vendor, regret to inform till date they could not provide neither price list nor the</p>	<p>No further extension of time for bid submission is agreed to.</p> <p>Charts can be obtained from IWAI, Noida office also. Price list for the</p>

	<p>availability of the charts and publications.</p> <p>Hence it is requested that IWAI to provide latest Charts and Publications applicable for 3 stretches to bidders at free of cost.</p> <p>Reason : This is essential to understand the present trend of the river.</p>	charts is already available on the IWAI website.
<b>DHARTI DREDGING AND INFRASTRUCTURE Limited</b>		
13	Confirmation of Navigate on channel has to get from IWAI	Bidders are requested to do their own due diligence for getting information / their assessment about these factors.
14	Rock patch area with limits has to pre determined	Already clarified in 1 <sup>st</sup> pre-bid clarification
15	LAD (Least Available Depths) details required of pre and post of lean seasons (High siltation areas available)	Clarification at sl. no.1 above may be referred to.
16	Jetty usage permission required for Bunkering and dredger installation on award of work.	Clarification at sl. no.13 above may be referred to.
17	Details of Water discharge in the river be informed	Water level data are restricted data of Central Water Commission. Bidders are requested to do their own due diligence for getting information / their assessment about these factors.
<b>REACH DREDGING LIMITED</b>		
18	Bathymetry (popularly known as THALWEG SURVEY) records for the last past 10 years (Drawing Files of DXF Files)	Clarification at sl. no.1 above may be referred to.
19	Hydrology / water studies / river morphology	Clarification at sl. no.13 above may be referred to.
20	Water discharge and its periodicity	
21	Water depth data @ Rajghat	
22	Location of Bandalling for the last 10 years	
23	Chain ages of shoal formation for the last 10 years	
24	Alignment / course of navigation channel for the last 10 years	
25	Dredged areas in the past	
26	Disposal method Adopter duty the last 5 years	
27	Dredged approx quantity for the last 5 years	