

**MINUTES OF PRE – BID MEETING HELD ON 09.11.2015 AT 1500 HRS. AT IWAI NOIDA OFFICE
RELATED TO TENDER FOR PROVIDING ASSURED DEPTH OF 2.5 M IN NAVIGATIONAL
CHANNEL IN SILGHAT- BOGIBIL STRETCH OF NATIONAL WATERWAY- 2
(RIVER BAHMAPUTRA).**

I. The list of the participants who attended the meeting are as follows;

A. IWAI

1. Shri M.K. Saha, Director (P&C)
2. Shri Ajay Kumar Bansal, Asst. Director
3. Shri Sanjeev Kumar, JHS
4. Shri. R.K.Singh, Tab
5. Lt. Col. R.P.Singh(Retd.), Procurement expert, PWC (PMC of IWAI)

B. Representatives of Prospective bidders Representing

1. Shri Himadri Mitra M/s Reach Dredging Ltd.
2. Shri Saurav Jolly M/s Dharti dredging and Infrastructure
Ltd.

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.

IV. On the request of most of the bidders, it was decided that IWAI would organize a visit of the one or entire stretch of the river Brahmaputra between Bogibil & Silghat which can be logistically covered in one/two day sometime in between 21st -25th Nov. 2015. Participants were requested to furnish name of their representative who would visit to site. Keeping in the view the request from prospective bidders the last date for submission of bids has been extended up to 07.12.2015 and online bid submission will commence from 03.12.2015 onward.

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.

INLAND WATERWAYS AUTHORITY OF INDIA**Clarification on quarries submitted by the bidders****TENDER FOR ASSURED DEPTH IN SILGHAT - BOGIBIL STRETCH OF NATIONAL WATERWAYS -2
(RIVER BRAHMAPUTRA)**

Sl. No.	Details of queries	REPLY
<u>Dharti Dredging and Infrastructure Limited</u>		
1	<u>Page no. 5, Clause no. 2, Section - II, ITB</u> The tender document.....day at 15:30 hours We request the Employer to provide adequate time (i.e. 7 working days) after issuing the pre-bid clarification for submission of the online tender document.	Based on the request from prospective bidders, the last date for submission of bids has been extended from 27.11.2015 to 07.12.2015 and online bid submission will commence from 03.12.2015.
2	<u>Page no. 8, Clause no. 5.2 (d), Section - II, ITB</u> Availability of critical equipment like logistic related to inspection etc. Employer to confirm, if the ownership of at least 5 dredger (mini) is for both projects or for single stretch of Project	Please refer clause no. 8.0 (xiii) of Technical and special conditions of Contract. For the capacity of dredgers clause 4.1 of Technical and Special conditions may be referred to.
3	<u>Page no. 8 & 9, Clause no. 5.3, Section - II, ITB</u> Bids submitted by a Joint Venture.... Employer to kindly stipulate the qualification criteria/evaluation criteria, in the event if JV is formed between companies. And stipulation of the qualification/evaluation criteria shall avoid inexperienced companies to rely on a dummy JV partner for financial/technical criteria. Hereby, we suggest that the JV partners in the percentage of their equity shall also have the qualification criteria in the same equity as per JV agreement.	No amendment is considered necessary under this clause as this clause is self explanatory.
4	<u>Page no. 11, Clause no. 9, Section - II, ITB</u> Site Visit and familiarisation with works Employer is requested to kindly arrange guided tour and also provide additional information a) Latest/last bathymetry chart b) Hydraulic studies, if any c) Siltation, flow patten, if any d) Soil information, sub and sub soil data	Agreed for arrangement of site visit by IWAI and the dates for the proposed visit will be notified accordingly. (1) Agreed for providing the Talweg survey data of IWAI for the period of Jan. 2014 to Aug. 2015 on the request of individual prospective bidders. (2) Data related to sl. No. (b), (c) & (d) is not available with IWAI. However, the bidders are also advised to visit the site for knowing the details. Bidders are requested to do their own due diligence for getting information / their assessment about these factors. (3) The bidders may also refer to IWAI website (iwai.nic.in) where fortnightly LAD details of entire waterway in small sub beats of about 30km-40km are available for the last 10 years.

5	<p><u>Page no. 13, Clause no. 18, Section - II, ITB</u> Amendment of Bidding Document Employer, to note that Director (P&C) shall be entitled to amend the bidding documents at any time prior to deadline of submission of bid, however, such addendum shall be issued not less than 3 days to the date of bid submission.</p>	<p>Clause 18.1 of ITB (SECTION II) is amended as; <i>"At any time 3 days prior to deadline..... by issuing Addenda on e-procure website."</i></p>
6	<p><u>Page no. 13 & 14, Clause no. 21, Section - II, ITB</u> <u>Page no. 68, Clause no. 53, Section - IV</u> Bid prices Employer is kindly requested to include mobilization payment. Interest free Mobilization Advance of 10% of the contract Value shall be paid to the contractor and the same shall be deducted on equal installments from the running bills.</p>	<p>Amendment under referred Clauses is not agreed to.</p>
7	<p><u>Page no. 14, Clause no. 24, Section – II</u> Earnest Money Deposit (EMD)/Bid Security Employer is hereby requested to accept submission of the EMD full amount without any breakage, in the form of BG issued by any banks of schedule II of RBI</p>	<p>Amendment under this Clause is not agreed to.</p>
8	<p><u>Page no.16, Clause no. 26, Section – II</u> Instructions for Online submission of Bid Employer to confirm, if he intends to open both commercial and technical bid on the date of submission @1530 hrs. If not, Employer to kindly amend Section II Clause 26 suitably.</p>	<p>Clause 26, Instructions for Online submission of Bid of ITB is amended as follows; <i>Tender should be submitted online at https://eprocure.gov.in/eprocure/app by 15:00 hours on 07.12.2015 in two bid system i.e. Technical & Price Bid of offer. <u>Technical Bid only</u> will be opened online on same day at 1530 hours at IWAI, A-13, Sector-1, Noida-201301. Financial bids of technically qualified bidders (as per clause 5 and 26.1 of ITB) only will be opened subsequently after due examination and evaluation of technical bids as per clause 27.2 of ITB of tender conditions. Online Bid should be submitted in Two separate parts for Technical Bid and for Financial Bids (for Silghat- Neamati stretch and/or for Neamati - Bogibil stretch)</i></p>
9	<p><u>Page no.16, Clause no. 26 (e), Section - II, ITB</u> Declaration that the Bidder is familiar.... the Silghat –Neamati and Nemati-Bogibil stretch of River Brahmaputra as the case may be. Employer to kindly arrange for guided site visit to formalize the physical details and information of the stretches to be developed.</p>	<p>Clarification at sl. No.(IV) of Minutes of Meeting and as well as clarification at Sl. no. 4 above may be referred to.</p>

10	<p><u>Page no. 17, Clause no. 26 (r), Section - II, ITB</u> Proof of availability of suitable cutter suction dredger (CSD), minimum five number, with proof of ownership, having age not more than 7 years, pipe lines.....the Silghat –Neamati and Nemat-Bogibil stretch as the case may be, of River Brahmaputra Employer to note that the age restriction of the dredgers to be not more than 7 years, is against and is in contravention of the CVC guidelines and Principles of tendering. It is therefore requested that the age restriction to be deleted and instead of age restriction the dredgers to be classed under appropriate classification societies, approved by the authority, DG Shipping. Restriction of the dredgers by age, shall deprive the Indian tonnage to participate in the project work.</p>	<p>The word "7 years" under Clause 26(r) of ITB (SECTION-II) is replaced with "14 years". However, the bidders are advised to not to bring older dredgers keeping in the view of the following;</p> <p>(1) to minimise the time loss due to the frequent breakdown of old dredgers during dredging operation for providing assured depth</p> <p>(2) The work place is in remote location.</p> <p>(3) The hardware, dockyard and amenities in the vicinity is not available.</p> <p>(4) In case of replacement of dredger arises it will consume a lot of time and hamper the progress of assured depth work.</p>
11	<p><u>Page no. 18, Clause no. 26.2, Section - II, ITB</u> Price Bid Employer to add after the first sentence that fuel escalation shall be applicable @ the rate of 28% and suitable fuel escalation formula shall be adopted.</p>	<p>Fuel escalation clause is added. Please refer Annex - 2 of this minutes of meeting.</p>
12	<p><u>Page no. 19, Clause no. 31.2, Section - II, ITB</u> The variation, deviation, conditions and other factors.....shall not be taken into account in bid evaluation. If the Employer for reasons fails to provide satisfactory clarification, the bids shall have deviations, conditions.</p>	<p>Amendment under this Clause is not agreed to.</p>
13	<p><u>Page no. 59, Clause no. 36, Section - II</u> <u>Page no. 36, Clause no. 3.1, Section - GCC</u> Completion time and Extensions Employer to note that this is the Project based on specific performance and hence request the Employer to consider the performance guarantee of 10% of the accepted value of the contract for the particular year. And year on, the Performance BG shall be suitably renewed for that year and withholding of 10% BG for 5 years contract value is not acceptable. Kindly amend suitably. (As 10% of the PG will be 50% cost on yearly basis)</p>	<p>Since the total value of the contract is for five years, not on the yearly basis, therefore the performance BG of 10% is considered, accordingly. Hence amendment of this clause is not considered necessary.</p>
14	<p><u>Page no. 22, Clause no. 1, Section - II, ITB</u> Summary of the works Employer to confirm, if he has sufficient land for reclamation of the dredged material and also to confirm, if there shall be any local resistance for pumping the material at the reclamation area.</p>	<p>Amendment under this Clause is not agreed to.</p>

15	<u>Page no. 36, Clause no. 3.2, Section - VI</u> Security Deposit Employer is requested to replace 10% of retention money by 5% deduction in the running bills.	Amendment under this Clause is not agreed to.
16	<u>Page no. 41, Clause no. 12, Section - VI</u> Commencement of work Employer to replace 20 days with 30 days as it is impractical to mobilize all the requisite equipments within 20 days and install the same.	No amendment is considered necessary as from the LOA the total nos. of day available is 48, which includes 28 days for the signing of agreement and 20 days for commencement of work/ mobilisation after the issuance of the letter of commencement by IWAI (after signing of Agreement).
17	<u>Page no. 42, Clause no. 16, Section - VI</u> Deviations Employer to note that any deviation/variation shall not exceed more than 10% of the Project work and or the cost.	The variation can be in the total length of the stretch. Since the destinations are fixed, there is practically no possibility of variation of quantity in this contract.
18	<u>Page no. 43, Clause no. 18, Section - VI</u> Instruction and Notice Please include Fax, email and other electronic means of transmission shall form instructions and notice. However, such electronic forms of instructions and or notice shall be followed by hard copy.	Agreed
19	<u>Page no. 44 & 45, Clause no. 21, Section - VI</u> Materials This clause” materials” shall not apply for dredging work same other than bandalling works and installation of navigational aids.	No amendment to the existing Clause is considered necessary as this clause is self explanatory
20	<u>Page no. 45, Clause no. 23, Section - VI</u> Watching and Lighting Employer to delete at the end of the sentence “or the public” as the contractor shall not be held liable for Public lighting system which is the responsibility of the state.	No amendment in the clause is considered necessary
21	<u>Page no. 45, Clause no. 24, Section – VI</u> Work during Night or on Sundays and Holidays Employer to note that the Contractor shall endeavour to work 24 x 7, whenever possible.	Amendment under this Clause is not agreed to as this clause is self explanatory.
22	<u>Page no. 50 & 51, Clause no. 27, Section - VI</u> The contractor shall take all reasonable steps toin which works are executed as and when so required. a) Employer to note that any morphology or the coastal changes anywhere that result by the dredging operation, the contractor shall not be held liable. b) The Employer to provide the EIA data, if any for the contractor to understanding	Amendment under this Clause is not agreed to as this clause is self explanatory about the mitigative measures to be taken during the work at site in respect of protecting the environment.

23	<p><u>Page no. 51, Clause no. 29.1, Section - VI</u> The term Force Majored shall herein mean Riots.....thereof giving full particulars and satisfactory evidence in support of such cause. a) Please delete -7 magnitude Richter scale as the NW-2 is located at the risk zone and any earth quake, tremor that exceeds 3 magnitude on the Richter scale shall b considered as Force majeure. b) Also include floods, melting of glaciers etc that are not within the control of the contractor shall also form “force majeure” c) If the force majeure prolongs more than 21 day, the contractor shall be entitled for the extension of time and suitable cost compensation. d) It is imperative to mention that what are not in the control of the contractor for the rest 5 years can’t be quantified or included in the cost.</p>	No amendment is considered necessary under this clause.
24	<p><u>Page no 59, Clause no.35.8, Section - II,</u> Authority shall, at any time,for such determination and termination including the reason thereof Employer to note unless and until there is “force majeure”, Employer with 15 days notice shall not be entitled for termination without any reasonable or sufficient cause in the event of termination, the contractor shall be paid for the work completed until termination, and suitable compensation along with reasonable profit.</p>	No amendment is considered necessary under this clause.
25	<p><u>Page no. 59, Clause no. 36, Section - VI</u> Completion time and extensions Employer to note that clause 24 and clause 36 are contrary to each other, kindly amend the clauses suitably.</p>	There is no contradiction in the clause 29 and clause 36. Therefore no amendment is considered necessary under this clause.
26	<p><u>Page no. 62, Clause no. 41, Section - VI</u> Measurements Employer to stipulate the method of measurements during flood and non-operational season in the year.</p>	Please refer clause no. 41 of GC of Contract (SECTION- VI) and Clause -6 (Technical specification) under Section -VII Technical and Special conditions for more clarification.
27	<p><u>Page no. 63, Clause no. 42.3, Section - VI</u> Payment of the contractor’s billsacceptance of the Engineer-in-Charge. Kindly replace 30 days by 21 days after submission of bill (7 days for engineer approval and 14 days for payment)</p>	No amendment is considered necessary under this clause.

28	<p><u>Page no. 64, Clause no. 46.2, Section - VI</u> The Authority reserves the right to carry.....the fact that the amount of the final bill figures in the arbitration award. Employer to note that when the final survey chart is approved and accepted by the Employer, the contractor shall be relieved from all his obligations. Should the Employer wish to carry Post payment audit survey, they may decide to do so and the contractor shall not be responsible for any sedimentation, siltation after handing over the channel/Project.</p>	No amendment is considered necessary under this clause.
29	<p><u>Page no. 65, Clause no. 46.5, Section – VI</u> Any sum of moneyin respect of any sum of money withheld or retained under this clause.Please replace clause 48 by clause 50</p>	The " <u>Clause 48</u> " word under the clause 46.5 of SECTION VI of GC of Contract is replaced with " <u>Clause 50</u> ".
30	<p><u>Page no. 66, Clause no. 50.2, Section - VI</u> Except where the decision hasa sole arbitrator appointed by Chairman, IWAI Please replace clause 47.1 by clause 48</p>	The " <u>Clause 47.1</u> " word under the clause 50.2 of SECTION VI of GC of Contract is replaced with " <u>Clause 50.1</u> ".
31	<p><u>Page no. 66, Clause no. 50.3, Section - VI</u> Further, within thirty (30)..... not be an officer or the employee of the Inland Waterways Authority of India. Employer to adopt the panel of arbitration, one from the Contract, other from the Employer and both shall determine the 3rd arbitrator and sole arbitrator shall not be acceptable considering the duration of work, volume of documents etc.</p>	No amendment in the clause is considered necessary
32	<p><u>Page no. 67, Clause no. 50.10, Section - VI</u> The Arbitration and Conciliationunder this clause. Employer to refer to Arbitration and conciliation ordinance (2015) shall have precedence for conducting arbitration proceedings</p>	The word "Arbitration and Conciliation act 1996" under Clause 50.10 of GC of contract (SECTION-VI) is replaced with "Arbitration and Conciliation (Amendment) Ordinance 2015 ('the Ordinance')".
33	<p><u>Page no. 67, Clause no. 50.11, Section - VI</u> The parties.....except through arbitration. Employer to note that the conciliation provides for legal recourse and arbitration and conciliation Act 1996/Ordinance 2015 provides for legal recourse and hence delete clause 50.11 that is contrary to the law.</p>	The word "Arbitration and Conciliation act 1996" under Clause 50.11 of GC of contract (SECTION-VI) is replaced with "Arbitration and Conciliation (Amendment) Ordinance 2015 ('the Ordinance')".
34	<p><u>Page no. 68, Clause no. 52, Section - VI</u> Interest Employer shall be liable to pay the amount due along with interest i.e. SLR + 2% for any late payment</p>	No amendment in the clause is considered necessary

35	<p><u>Page no. 69, Clause no. 4.1, Section – VII</u> Dredging is to beas per IWAI regulation from time to timea) Employer to confirm, if suitable and sufficient land is available for reclamationb) Employer to confirm, if the contractor shall be allowed to adopt different methodology</p>	No change is considered in the existing clause.
36	<p><u>Page no. 70, Clause no. 4.2, Section - VII</u> The quantity of dredging, length of bandal. Before bidding as per clause 9 of Section II of ITB will the Employer allow the contractor to visit his office to check/study/collect relevant information as required.</p>	Any information required by the bidders can be requested only in writing.
37	<p><u>Page no. 70, Clause no. 6.0 (i), Section - VII</u> The material to be dredged... capable for dredging such materials Employer to confirm and provide, soil, sub soil information and data, specifically for the hard patch or the outcrops of rock locations</p>	Please refer the clarification at sl. No. 4 above. Further, it is to inform that no rocky outcrops are available in this particular stretch and chances for getting hard patches are very less.
38	<p><u>Page no. 72, Clause no. 7.0, Section - VII</u> Escalation Employer to include fuel escalation clause and suitable formula with 28% factor as in accordance to the Ministry guidelines. Employer to note that fuel prices are generally fluctuating, the contractor cannot observe the huge risk on fuel escalation (or) alternatively, Employer to arrange to provide/supply fuel to the dredging spread.</p>	Fuel escalation clause is added. Please refer Annex- 2 of this minutes of meeting.
39	<p><u>Page no. 73, Clause no. 8.0 (ii), Section - VII</u> No shifting charges.....to another area in Patna-Varanasi sector of NW-2 Patna-Varanasi sector do not fall under NW-2 Kindly review and amend.</p>	The word "Patna - Varanasi sector" under Clause 8.0 (ii) section VII, Technical and Special Conditions is replaced with "Silghat - Bogibil sector ".
40	<p><u>Page no. 74, Clause no. 8.0 (xii), Section - VII</u> The rates quoted shall include....concerned official/dept. of the state or local bodies Any change in laws legislations or policy after bid submission that shall have commercial impact, shall be reimbursed by the Employer upon submission of proof of payment.</p>	No amendment in the clause is considered necessary

41	<p><u>Page no. 74 & 75, Clause no. 8.0 (xix) (xxi), Section - VII</u> In case of obstructions.....paid to the contractor in that regardIf the maintenace of navigational channel is...suitable decision without affecting the main objective of the project.Employer to note that the present tender is for dredging and not for salvage works, any under water obstructions physical or manmade obstructions shall be suitable compensated</p>	No amendment in the clause is considered necessary
42	<p><u>Page no. 74, Clause no. 8.0 (xx), Section - VII</u> In case of any local objections against dredging or disposal of approach concerned officials of State Administration. Any local resistance and or unrest shall be addressed by the Employer. If such unrest and resistance exceeds 2 days the same shall qualify for force majeure clause</p>	No amendment in the clause is considered necessary
43	<p><u>Page no. 75, Clause no. 8.0 (xxxv), Section - VII</u> During execution...without claiming any additional payment from IWAI The Contractor shall not be held liable or responsible for any environmental degradation changes of morphology or river bank line</p>	No amendment in the clause is considered necessary
44	<p>Employer is requested to provide the following data and or information. a) Soil sub soil data, information b) Bathymetry (latest copy) c) River dynamics study d) River carrying capacity</p>	<p>Please refer clarification at sl. No. 4 above. Other information except the bathymetric data, the bidders are advised to visit the site for knowing the details. Bidders are requested to do their own due diligence for getting information / their assessment about these factors</p>
<u>Reach Dredging Limited</u>		
45	<p><u>Page no. 5, Clause no. 4, Section - II, ITB</u> Cost of Bid Documents of Rs. 5000/- in the form of Demand Draft has to be paid as to participate for the Tender.Whether the Bid Documents cost has to be paid for each stretch, if the Bidder wants to participate for both the stretches? Please clarify.</p>	<p>Only one bid document cost of Rs. 5000/- in the form of non refundable demand draft in favour of "IWAI fund" payable at Noida from any nationalized / schedule bank is required by the bidder to be submitted irrespective of bid submitted for single stretch or both stretches.</p>

46	<p><u>Page no. 8, Clause no. 5, Section - II, ITB</u> Availability of critical equipment like dredgers (minimum 5 nos.) with proof of ownership, survey logistic related to inspection etc. If any bidder wants to participate in single stretch, then what will be the ratio of deployment of dredgers? Kindly specify. Also kindly specify the list of other critical equipments and their specifications so as to maintain an assured depth of 2.5 m as per the work mentioned please.</p>	Clarification at sl. No. 2 above may be referred to.
47	<p><u>Page no. 8 & 17, Clause no. 5 & 26, Section - II, ITB</u> 1. Bids submitted by a joint venture of two or more firms and limited to maximum six and shall comply with the following requirements Your these two clauses & sub – clauses are contradictory, kindly rectify and restrict to one condition please. 2. Copy of Joint Venture agreement signed by JV partners not more than 3 partners.</p>	The word "Three" under clause 26, section II of ITB is replace with "Six".
48	<p><u>Page no. 11, Clause no. 9, Section - II, ITB</u> The bidder is advised to visit the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be borne by the bidder. Visiting & surveying of the work & to prepare an acceptable methodology, the bidder may require a substantial time to cover up the full stretch of more than 200 KMs, also to require the judge the work and understand the criticality of the work etc., bid submission date is on 27/11/2015 up to 3:00 PM. Requesting to extend the bid submission date by another 30 days and to amend the bid submission date as 26/12/2015.</p>	Clarification at sl. No. 1 above may be referred to.
49	<p><u>Page no. 17, Clause no. 26, Section - II, ITB</u> Registration certificate of dredger(s) and letter of consent from the owner of the dredger to spare the same to Bidder along with the proof of ownership of dredgers shall be enclosed in case it is to be hired Hiring of dredgers from 3rd party should not be claimed as the “ownership” of such dredgers. Please clarify.</p>	In case hiring of dredger the bidder have to submit the followings:- a) Registration certification and valid survey certificate of dredger b) Letter of consent from the owner of dredger to spare the same c) Proof of ownership of dredger

50	<p><u>Page no. 18, Clause no. 26, Section - II, ITB</u> The bidder shall furnish the details of Bank account for release of payment through electronic fund transfer system as per the Proforma given at Annex XIV- detail of Bank Account In case of a Joint Venture entity, the bank account may be opened once the Joint Venture company is registered subject to getting the work order and followed by issuance of the PAN CARD etc., please clarify.</p>	<p>At the time of bidding, the bidders have to furnish the requisite details as per the Proforma by the lead partner. However, at the time of award of work the same has to be replaced in the same Proforma for the registered Joint Venture firm along with details of PAN.</p>
51	<p><u>Page no. 18, Clause no. 26, Section - II, ITB</u> The price bid shall be submitted online in Bill of quantity in the specified form. Is it required to submit “Hard Copies” of Price Bid along with the submission of bid documents? Please specify.</p>	<p>No, hard copy of price bid is required to be submitted. However, only EMD and tender document cost in original (copy of the same is to be uploaded online) are required to be submitted before the bid submission closing date and time. All other documents shall be submitted online.</p>
52	<p><u>Page no. 63, Clause no. 43, Section - II</u> The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise tax or any other local or central taxes as applicable/ charged by Centre or State Government on all materials, including POL (and increase if any, on these during the currency of the contract) that the contractor has to purchase for the performance of the contract except service tax, shall be payable by the contractor and the Authority will not entertain any claim for compensation whatsoever in this regard. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc. except service tax. However, service tax actually paid by the contractor will be reimbursed on reproduction of documentary evidence.</p> <p>Kindly clarify – whether royalty, terminal tax etc., will have to be paid by the bidders, if yes, and then what are the figures for those taxes? Kindly specify the details of the taxes to be calculated at the time of quoting for the price bid.</p>	<p>The applicability of taxes is to be ascertained by the bidders at the time of submission of bid. The prices quoted by the bidders should include all such taxes except service tax. No reimbursement / payment of any taxes (except service tax) shall be entertained by the IWAI.</p>
53	<p><u>Page no. 74, Clause no. 8, Section - II</u> The contractor shall not change the type, numbers, size and make of dredgers indicated in the proposal without the prior written approval of the Engineer-in-charge</p> <p>Kindly specify the type of dredgers to be deployed in this work. Also kindly specify what are the other critical equipments to be deployed to maintain the assured depth of 2.5 Meters please?</p>	<p>Clarification at sl. No. 2 above may be referred to. Other critical equipment required for the project are to be ascertained by the bidder himself before submission of bid.</p>

54	<p>Page no. 74, Clause no. 8, Section – II Contractor shall pay special attention for identification of disposal sites Will Authority will help the bidder to locate the disposal sites? Please clarify.</p>	Clause no. 6.0 (iii) of technical specification may please be referred to.
55	<p>1) Bathymetry for last past 10 years (Drawing files or DXf files) 2) Hydrology/water studies/River morphology 3)water discharge and its periodicity 4)Water depth data @ 5)Chain ages of shoal formation for 10 years 6)Alignment /course of navigational channel for last 10 years 7)Dredged areas in the past 8)Disposal method Adopter duty last 5 years 9) Dredged approx QTY last 5 years</p>	Clarification at sl. No. 4 and 44 above may please be referred to.
<u>YOJAKA (I) Pvt. LTD.</u>		
56	<p>As this project is purely service oriented in nature, we request IWAI to clarify about any deduction on account of WCT (works contract tax) as per Assam VAT act will be done from the interim / RA bill while making payment to contractor or not.</p>	Bidders are advised to ascertain themselves for any kind of taxes / VAT etc. before bidding. Also referred clarification at sl. No. 62.
57	<p><u>Page no. 6 of 117, Clause no. 6 (i) & (ii), Section - II</u> i) For Silghat-Neamati stretch -Rs 20 lakhs (Rupees Twenty lakhs only) in the form of Demand Draft for Rs 20 lakhs drawn in favour of “IWAI FUND” payable at NOIDA / DELHI on any nationalized/ scheduled bank of India and balance amount of Rs. 84 lakhs in the form of B.G. from any nationalized/ scheduled. ii) For Neamati- Bogibil stretch -Rs 20 lakhs (Rupees Twenty lakhs only) in the form of Demand Draft for Rs. 20 lakhs drawn in favour of “IWAI FUND” payable at NOIDA / DELHI on any nationalized/ scheduled bank of India and balance amount of Rs. 123 lakhs in the form of B.G. from any nationalized/ scheduled Request IWAI to consider and accept the total EMD amount in the form of B.G instead of Rs.20.00 Lacs by way of DD and balance by way of BG as this is the normal practice followed by all departments.</p>	No amendment is considered necessary under this clause.

58	<p><u>Page no. 36 of 117, Clause no. 3.2, Section - II</u> 3.2 SECURITY DEPOSIT: A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5 % of the contract value of the work. Bank guarantee will not be accepted as security deposit. Request IWAI to accept Bank Guarantee against Security Deposit which will be recovered from each running bills by IWAI, as this will have a huge financial implication on contractor.</p>	No amendment is considered necessary under this clause.
59	<p><u>Page no. 70 of 117, Clause no. 4.3, Section - II, Technical specification & Special conditions</u> The Bidder 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. Available information in this regard will be provided to the Bidder by the Authority on request. The contractor shall be liable to bear the expenditure of all manpower, material and equipment required for the work at his cost. Contractor must, therefore, have thorough knowledge about the work prior to submission of his rates. No extra claim in this regard shall be entertained once the contract has been awarded.</p> <p>It is requested to provide date of horizontal & vertical clearance @ the location of bridges for entire 2 stretches so as to plan for the deployment of dredgers.</p>	<p>There is no bridge across NW - 2 between Silghat and Bogibil. Further, it may be noted that there are only three bridges across NW - 2 as given below:- i) Narnarayan setu Jogighopa - Horizontal: 120 M: Vertical: 12M ii) Saraighat bridge Guwahati - Horizontal: 122M: Vertical: 12M iii) Kaliya Bhomora bridge Tezpur - Horizontal: 108M: Vertical: 12M All these bridges are downstream of the stretch (Silghat - Neamati - Bogibil) considered in this project.</p>
60	<p><u>Page no. 76 of 117, Clause no. 9.0, Section - II</u> Bandals of required length are erected at shoal sites to increase the depth of main channel for the purpose of navigation or to maintain desired depth in dredged channel. It will include erection, supervision, safe keeping, re-erection and maintenance of bandals and other allied works complete with all labour, materials, boats, temporary and permanent works, taxes, levies, duties etc. as specified in the contract. Please clarify the length of Bandals required for the entire stretch so as to work out the total cost of Bandalling.</p>	The quantum of bandalling work is to be ascertained by the bidder.

	<p>1) Bathymetry for last past 10 years (Drawing files or DXf files)</p> <p>2) Hydrology/water studies/River morphology</p> <p>3)water discharge and its periodicity</p> <p>4)Water depth data @</p> <p>5)Chain ages of shoal formation for 10 years</p> <p>6)Alignment /course of navigational channel for last 10 years</p> <p>7)Dredged areas in the past</p> <p>8)Disposal method Adopter duty last 5 years</p> <p>9) Dredged approx QTY last 5 years</p>	<p>Clarification at sl. No. 4 and 44 above may please be referred to.</p>
61	<p>Additional Clarifications:</p> <p>i) Clause 22, Page no. 45 of Section VI, GC of contract.</p> <p>ii) General</p>	<p>The word “<i>Courts at Allahabad</i>” may be replaced with the word “<i>Courts at Delhi</i>”</p> <p>The word “<i>Consortium</i>” and “<i>Joint Venture</i>” will construe the same meaning in the entire tender document .</p>

ESCALATION / VARIATION IN COST OF DREDGING

- 1 If the prices of HSD (High Speed Diesel)/Fuel which is normally used in cutter suction dredgers and survey vessels etc. required for execution of the work increase or decrease, the contractor shall be duly compensated for such increase/decrease as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available for the work done during the stipulated period of the contract and only for such period for which the contract is validly extended under the provisions of this contract without any action for imposing liquidated damages or any other penalty. Such compensation for escalation in the prices of HSD/Fuel, when due, shall be worked out based on the following provisions;
- 2 The base date for working out such escalation shall be the last stipulated date of submission of bid including extension, if any.
- 3 Escalation for price of HSD/ Fuel only shall be considered for payment. Components of HSD shall be taken as 0.08 (8 % - pre-determined).
- 4 The contract price will be subjected to adjustment on account of variation of price of HSD/Fuel only according to the formula given below:

$$V = \frac{(P-P_0) \times R \times Q}{P_0}$$

Where,

- V - Variation in price on account of HSD/Fuel during the month under consideration.
 - P₀ - Price of HSD/Fuel for the period under reckoning and that valid on the last stipulated date of submission of bid including extensions, if any and Date of award will be considered in case award of work is delayed beyond the original validity period.
 - P - Price of diesel/Fuel for the month under consideration.
 - Q - Diesel/ fuel element factor in the unit rate which for this contract is reckoned as 0.08(fixed).
 - R - Value of the work during the month under consideration as per gross amount of monthly Bill.
- 5 No escalation on any other account except as mentioned above will be payable and the rate should be quoted accordingly.
 - 6 In the event the price of HSD required for execution of the work decrease/s there shall be a downward adjustment of the cost of work so that such price of HSD shall be deducted from the cost of work under this contract and in this regard the formula herein before stated under the clause 6 .4 shall mutates mutandis apply.