

## Amendment - 3 dated 11.07.2024

Inland Waterways Authority of India		Jal Marg Vikas Project	
<b>Tender Reference No:</b> - IN-IWAI-425957-CW-RFB <b>CPPP Tender ID:</b> - 2024_IWAWB_809269_1			
<b>Work Title:</b> Fairway Maintenance of Sultanganj - Mahendrapur (74 km) and Mahendrapur – Barh (71 km) stretches of National Waterway – 1 (River Ganga)			
S. No.	Bid Document Reference	Existing Text	To be read as
1.	IFB Clause - 7	Online Bid submission on or before 15.00 hours on 22.07.2024	Online Bid submission on or before 15.00 hours on 25.07.2024
2.	Section – II Bid Data Sheet (BDS) ITB 22.1	Both Technical and Financial Bids shall be uploaded on-line in separate electronic envelopes.  <b>The deadline for uploading the bids is:</b>  Date: <b>22.07.2024</b> Time: 1500 hrs. IST or as amended from time to time.	Both Technical and Financial Bids shall be uploaded on-line in separate electronic envelopes.  <b>The deadline for uploading the bids is:</b>  Date: <b>25.07.2024</b> Time: 1500 hrs. IST or as amended from time to time
3.	Section – II Bid Data Sheet (BDS) ITB 25.1	<b>The online Bid Opening of Technical Parts of the Bid shall take place on Date: 22.07.2024 Time: 1530 hours or as amended from time to time</b> <i>Place: Inland Waterways Authority of India            A-13, Sector-1, Noida, Gautam Buddha Nagar,            UP - 201301            Email: <a href="mailto:vc.iwai@nic.in">vc.iwai@nic.in</a></i>	<b>The online Bid Opening of Technical Parts of the Bid shall take place on Date: 25.07.2024 Time: 1530 hours or as amended from time to time</b> <i>Place: Inland Waterways Authority of India            A-13, Sector-1, Noida, Gautam Buddha Nagar,            UP - 201301            Email: <a href="mailto:vc.iwai@nic.in">vc.iwai@nic.in</a></i>
4.	IFB Clause 10	Topic – Pre-Bid Meeting	The replies to Pre-Bid meeting held on 07.06.2024 are uploaded along with this amendment at Annexure A.
5.	All other Terms & Conditions of the Tender Document remain unaltered.		
<b>OFFICER INVITING BIDS: -</b>  Vice – Chairman & Project Director (JMVP); Inland Waterways Authority of India; A – 13, Sector – 1, Noida – 201301, Uttar Pradesh – INDIA - Telephone No.: (91) 0120-2424544 Email.: <a href="mailto:vc.iwai@nic.in">vc.iwai@nic.in</a>			

PRE-BID REPLIES

Name		Fairway Maintenance of Sultanganj - Mahendrapur (74 km) and Mahendrapur - Barh (71 km) stretches of National Waterway - 1 (River Ganga)			
Bid No		IN-IWAI-425957-CW-RFB		Pre-Bid held on 07.06.2024	
S. No.	Clause No.	Page No.	Reference Clause	Query	IWAI Response
1	IFB	4	<p>2) Similar works such as those pertaining to General Dredging Experience in Ports / River / Lakes/ Canals/ Water Bodies / Wet excavation in dams / Management of Vessels and Manning of Vessels or Vessel related Marine Works or River Dredging and management of Dredged materials or Dredged material used in reclamation of port / harbours during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following:</p> <p>Three similar works each costing not less than INR 21,18,25,440/- or Dredged Quantity of 4,70,723 cum</p> <p>OR</p> <p>Two similar works each costing not less than INR 26,47,81,800/- or Dredged Quantity of 5,88,404 cum</p> <p>OR</p> <p>One similar work costing not less than INR 42,36,50,880/- or Dredged Quantity of 9,41,446 cum</p> <p>3) Meets Cash Flow of INR 13,23,90,900 /- required for minimum 3 months</p>	<p>It has been observed that recent tenders floated under that JMVP for various stretches of NW-1, the "Similar works" criteria has been diluted substantially to attract more bidders. However, such dilution may allow entry to non-serious bidders, which may lead to risks such as delayed commencement, compromise in the quality delivery of work and non-fulfillment of other contractual obligations etc.</p> <p>Hence, we request to consider and amend the Qualification criteria in line with the Dredging Guidelines (2021), as under:</p> <p>2) Similar works such as those pertaining to General Dredging Experience in Ports / River / Lakes/ Canals/ Water Bodies / Wet excavation in dams / Management of Vessels and Manning of Vessels or Vessel related Marine Works or River Dredging and management of Dredged materials or Dredged material used in reclamation of port / harbours during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following:</p> <p>(a) Three similar works each costing not less than INR 63,54,76,320/- OR</p> <p>(b) Two similar works each costing not less than INR 79,43,45,400/- OR</p> <p>(c) One similar work costing not less than INR 127,09,52,640/-</p> <p>3) Meets Cash Flow of INR 26,47,81,800/- required for minimum 6 months</p> <p>Further, it is also to note that this contract is LAD-based, and thus it is required from the Contractor to deploy, maintain and operate the equipment at site, throughout the contract tenure. Required dredging volume may vary substantially depending upon natural forces such as snowmelt, floods, bank collapse etc. Thus, qualification criteria should be focused on Equipment capacity and experience of "similar works" in terms of value and not on Dredging Volume.</p>	No Changes, Tender conditions prevail.
2	IFB	3	Estimated Cost: Rs. 158,86,90,800/- excluding taxes	<p>It is observed the estimated cost may have been derived considering minimum 2 Nos of CSDs. However, it is pertinent to note that requirement of only two CSDs will not suffice to maintain the LAD in both the stretches combined. (Refer Query No. 10 below).</p> <p>Hence, request to please re-assess the estimated Cost based on revised required number of CSDs.</p>	<p>The bidder is to show the availability of 2 nos. CSDs for qualification. Additional dredgers are to be deployed as per site and work requirement.</p> <p>No Changes, tender conditions prevail.</p>
3	BDS, ITB 18.1	41	The bid validity period shall be 120 days	Request to keep 60 days as committing the equipment for long bid validity may have adverse impact on cost.	No Changes, Tender conditions prevail.
4	BDS, ITB 20.2	41	Power of Attorney	Please provide format of Power of Attorney.	<p>A general standard Power of Attorney shall be used containing authorization to sign the bid, contract etc.</p> <p>No Changes, tender conditions prevail.</p>
5	BDS, ITB 22.1	42	Both Technical and Financial Bids shall be uploaded on-line in separate electronic envelopes, The deadline for uploading the bids is: Date: 01.07.2024 Time: 1500 hrs. IST or as amended from time to time.	In order for Bidders to prepare competitive bids, please revise the Bid Submission deadline to a fresh date giving at least three (3) weeks from the date when Employer Releases Replies to the Pre-bid Queries.	14 days time will be given after uploading of pre-bid replies.
6	BDS, ITB 33.3	42-43	<p>(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 25% of the total contract amount.</p> <p>(b) 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 sub-contractors and their qualification and experience. The qualification and experience of the subcontractors must meet the minimum criteria for the relevant work to be subcontracted failing which such subcontractors will not be permitted to participate.</p> <p>(c) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p> <p>[Note: Work should not be split into small parts and sub-contracted].</p>	Please keep this within 10% limit as per industry practice.	No changes, tender conditions prevail.

PRE-BID REPLIES

S. No.	Clause No.	Page No.	Reference Clause	Query	IWAI Response
7	Section – III, Clause 2.3.1	55	(a) The Bidder shall demonstrate that it has access to, or has available liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as INR 13,23,90,900/- (INR Thirteen Crore, Twenty Three Lakh Ninety Thousand Nine Hundred Only) - (about 3 months cash flow at peak period of work) for the subject contract(s) net of the Bidders other commitments.	(a) The Bidder shall demonstrate that it has access to, or has available liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as INR 26,47,81,800/- (INR Twenty Six Crore, Forty Seven Lakh Eighty One Thousand Eight Hundred Only) - (about 6 months cash flow at peak period of work) for the subject contract(s) net of the Bidders other commitments.	No changes, tender conditions prevail.
8	Section – III, Clause 2.4.2(a)	57-58	Bidder should have successfully completed as a prime contractor, JV member, management contractor or sub-contractor, minimum  (a) Three similar works each costing not less than INR 21,18,25,440/- or Dredged Quantity of 4,70,723 cum OR (b) Two similar works each costing not less than INR 26,47,81,800/- or Dredged Quantity of 5,88,404 cum OR (c) One similar work costing not less than INR 42,36,50,880/- or Dredged Quantity of 9,49,592 cum	It has been observed that recent tenders floated under that JMVP for various stretches of NW-1, the “Similar works” criteria has been diluted substantially to attract more bidders. However, such dilution may allow entry to non-serious bidders, which may lead to risks such as delayed commencement, compromise in the quality delivery of work and non-fulfillment of other contractual obligations etc.  Further, it is also to note that this contract is LAD-based, and thus it is required from the Contractor to deploy, maintain and operate the equipment at site, throughout the contract tenure. Required dredging volume may vary substantially depending upon natural forces such as snowmelt, floods, bank collapse etc. Thus, qualification criteria should be focused on Equipment capacity and experience of “similar works” in terms of value and not on Dredging Volume.  Hence, we request to consider and amend the Qualification criteria in line with the Dredging Guidelines (2021).	No changes, tender conditions prevail.
9	Section – III, 2.7.1 Dredger	62	Minimum of Two (2) nos. of Cutter Suction Dredgers having capacity of dredging minimum of 500 cum of solids per hour.....	In the existing contracts under execution for both Sultanganj - Mahendrapur (74 Km) and Mahendrapur - Barh (71 Km) stretches, a total of 5 dredgers are deployed (4 CSDs- Customized to suit NW1 projects and 1 WID) to maintain LAD.  In our experience with the contract execution, it is pertinent to note that requirement of only two CSDs will not suffice to maintain the LAD in both the stretches combined.  These stretches are more susceptible to meandering, bank collapse, change in morphology etc. Further, with weekly surveys, response time is very short between two surveys to position & operate the dredgers and to address LAD failures. Thus, having only 2 CSDs for entire combined stretch length will not be sufficient and could jeopardize the NW-1 channel availability.  Further, to maintain 45m bottom width, the CSDs require adequate swing width. Deploying CSDs with smaller swing width will either require more nos. of cut lines or a greater number of CSDs to cover require bottom width.  Thus, keeping JMV Project’s benefit in view, we recommend that minimum requirement of “Dredgers” should be revised upwards (we propose at least 4 CSDs) including incorporating criteria of swing width not less than 45m.	The bidder is to show the availability of 2 nos. CSDs for qualification. Additional dredgers are to be deployed as per site and work requirement.  No Changes, tender conditions prevail.
10	Section – III, 2.7 Equipment	62	In case, the equipment is proposed to be procured, the proof of intent along with expected delivery period from award date duly accepted / issued by the manufacturer shall be submitted along with the technical bid.	It is observed that maintenance of the channel, if done in continuation, will be more fruitful and correct approach for the project. Leaving the channel unattended would lead to the channel facing siltation and potential shoal formations, subsequently, requiring “restoration” of the channel and hence greater effort and longer time.  Delay in deployment of equipment by the successful bidder – especially in case the proposed equipment is “to be procured” – after the previous contractor has demobilized, may thus affect the JMV Project negatively.  Thus, in the benefit of the JMV project, only “owned” or “hired” equipment with firm deployment date should be considered in the bid.	No changes, tender conditions prevail.
11	Section – VII, Clause 19. Multi Beam Echo Sounder	124	“The digital echo sounder for hydrographic surveys shall in principle be operated in the 210 kilo Hertz range (narrow beam transducer). The digital echo sounder shall have an accuracy of not less than 0.1 m. ...”	Request to specify a range between 200 – 450 KHz as standard multibeam range.	No changes, tender conditions prevail.
12	Appendix – C to GCC, Sr. No.: 1	193	‘Consent to Establish’ and ‘Consent to Operate’ shall be obtained from State Pollution Control Board under the Air (Prevention and Control of Pollution) Act, 1981 and the Water (Prevention and Control of Pollution) Act, 1974.	CTE and CTO are not applicable for dredging projects as there is no permanent establishment created or operated.	No changes, tender conditions prevail.
13	PCC, GCC 27.2	208	Extension of Contract beyond 3 years:  The Contract is extendable for further period of 2 Years based on satisfactory performance of the contractor. For the purpose of rates, the same shall be worked out based on the average of the lump sum quoted amounts for three years in the awarded cost (their bid) with existing Terms and Conditions. Price Adjustment shall be payable as per existing Terms & Conditions for this extended period.	Extension of Contract beyond 3 years:  The Contract is extendable for further period of 2 Years based on satisfactory performance of the contractor. For the purpose of rates, the same shall be worked out on mutual consent on yearly basis for another two years with an incremental rate of 10%* higher than the preceding year with existing Terms and Conditions. Price Adjustment shall be payable as per existing Terms & Conditions for this extended period.	The base year for Price Adjustment shall still be as per original 3-year contract. This will cater to the increased costs in 4th & 5th years of extended contract period.  No changes, tender conditions prevail.

S. No.	Clause No.	Page No.	Reference Clause	Query	IWAI Response																																				
14	Section IX - PCC, (Add GCC 26.3)	210 & 211	The period between Program updates is 90 days.  The amount to be withheld for late submission of an updated Program is Rs. 500,000.	Since, Dredgers would be deployed and daily reports would be submitted, along with weekly billing surveys, the Program of execution will remain intact, and no changes are foreseen.  Thus, this clause is irrelevant.  The late submission withholding amount is unwarranted and will result in unwanted disputes. Requesting the authority to remove this clause.	No changes, tender conditions prevail.																																				
15	Clause PCC, GCC 45.1	212	GCC 45.1 to be read as:  The Price Adjustment will be done on monthly basis.  FUEL ESCALATION/ DE-ESCALATION  No Escalation applicable for the first year of contract. From second year onwards, any variation (increase / decrease) in prices of main fuel actually used for the dredger only shall be paid / adjusted as per the standard escalation clause with fuel element factor as 0.28 and as detailed as below:  $R = 0.85 \times Q \times Vr \times (P-Po) / Po$ Where; R = Amount payable as per fuel variation Q = Fuel element factor = 0.28  Po= Price of Main fuel inclusive of all taxes, duties, levies, Transportation, and OT, etc. at nearest supply location of stretch / region as on date of submission of tender as per circular. P = Average Price of Main fuel for the month under consideration inclusive of all taxes, duties, levies, Transportation, and OT, etc. at nearest supply location of stretch / region as per circular. Vr= Value of work done during the month under consideration after making deductions for failure to achieve LAD and channel width as stipulated in PC 47.1. IOCL/BPCL/HPCL official fuel circular shall be used for calculation of Po and P in the Fuel escalation formula.	The tendered work not only requires dredging, but also involves other activities such as Bandalling, Channel Marking, environment monitoring etc.  Under this tender, the BOCW cess shall also be deducted from Contractor's payments, considering the tendered work as a Civil/ Construction activity instead of only Dredging.  Thus, in addition to only Fuel prices (as is the case in general dredging contracts), contract should also be allowed price adjustment on account of labor costs.  Please reinstate WPI & CPI based Price Adjustment formula, as below Price Adjustment Factor $Pc = 0.222 + 0.278 \times Lm/Lo + 0.50 \times Fm/Fo$ Price Adjustment for Works & Services rendered in a month = $R \times (Pc - 1)$ where, Lm = CPI for the month in which the Works & Services have been provided Lo = CPI for the month preceding the deadline for bid submission Fm = WPI for the month in which the Works & Services have been provided Fo = 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) for failure to achieve LAD and Channel Bottom Width, and (b) towards repayment of Advance Payment.	No changes, tender conditions prevail.																																				
16	Clause PCC, GCC 47.1	212-213	Liquidated Damages (LD) /Deductions	Please remove the word "Liquidated Damages (LD)" and keep only "Deductions", as the word LD is misleading and has different legal meaning. The given calculation is for deductions only and not Liquidated Damage. The definition of LD is as follows: Liquidated damages included in any contract to compensate one party if the other is late in fulfilling his obligations	No changes, tender conditions prevail.																																				
17	Clause PCC, PCC, GCC 47.1	212-213	<table border="1"> <thead> <tr> <th>S No.</th> <th>Deductions for the Assured Depth Period of services from the Date of Commencement of Service LAD – 3.0 m &amp; Channel Width - 45 m</th> <th>Deduction to be applied as percentage of monthly bill for each non-compliance found in a joint weekly survey during the month</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>On achieving the assured depth of 3.0 m &amp; width of 45 m</td> <td>Nil</td> </tr> <tr> <td>2.</td> <td>On achieving the assured depth of 2.9 m &amp; width of 45 m</td> <td>20 % for each weekly default</td> </tr> <tr> <td>3.</td> <td>On achieving the assured depth of 2.8 m &amp; width of 45 m</td> <td>30 % for each weekly default</td> </tr> <tr> <td>4.</td> <td>On achieving the assured depth of 2.7 m &amp; width of 45 m</td> <td>50 % for each weekly default</td> </tr> <tr> <td>5.</td> <td>For a depth less than 2.7 m &amp; width of 45 m</td> <td>100% for each weekly default</td> </tr> </tbody> </table>	S No.	Deductions for the Assured Depth Period of services from the Date of Commencement of Service LAD – 3.0 m & Channel Width - 45 m	Deduction to be applied as percentage of monthly bill for each non-compliance found in a joint weekly survey during the month	1.	On achieving the assured depth of 3.0 m & width of 45 m	Nil	2.	On achieving the assured depth of 2.9 m & width of 45 m	20 % for each weekly default	3.	On achieving the assured depth of 2.8 m & width of 45 m	30 % for each weekly default	4.	On achieving the assured depth of 2.7 m & width of 45 m	50 % for each weekly default	5.	For a depth less than 2.7 m & width of 45 m	100% for each weekly default	Please reinstate the deductions as under:  <table border="1"> <thead> <tr> <th>S No.</th> <th>Deductions for the Assured Depth Period of services from the Date of Commencement of Service LAD – 3.0 m &amp; Channel Width - 45 m</th> <th>Deduction to be applied as percentage of monthly bill for each non-compliance found in a joint weekly survey during the month</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>On achieving the assured depth of 3.0 m &amp; width of 45 m</td> <td>Nil</td> </tr> <tr> <td>2.</td> <td>On achieving the assured depth of 2.9 m &amp; width of 45 m</td> <td>5 % for each weekly default</td> </tr> <tr> <td>3.</td> <td>On achieving the assured depth of 2.8 m &amp; width of 45 m</td> <td>7.5 % for each weekly default</td> </tr> <tr> <td>4.</td> <td>On achieving the assured depth of 2.7 m &amp; width of 45 m</td> <td>12.5 % for each weekly default</td> </tr> <tr> <td>5.</td> <td>For a depth less than 2.7 m &amp; width of 45 m</td> <td>25% for each weekly default</td> </tr> </tbody> </table>	S No.	Deductions for the Assured Depth Period of services from the Date of Commencement of Service LAD – 3.0 m & Channel Width - 45 m	Deduction to be applied as percentage of monthly bill for each non-compliance found in a joint weekly survey during the month	1.	On achieving the assured depth of 3.0 m & width of 45 m	Nil	2.	On achieving the assured depth of 2.9 m & width of 45 m	5 % for each weekly default	3.	On achieving the assured depth of 2.8 m & width of 45 m	7.5 % for each weekly default	4.	On achieving the assured depth of 2.7 m & width of 45 m	12.5 % for each weekly default	5.	For a depth less than 2.7 m & width of 45 m	25% for each weekly default	No changes, tender conditions prevail.
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18	Section IX - PCC, GCC 47.1	212-213	a) If a weekly joint survey establishes that the Contractor failed to maintain the navigational marks according to stipulations in Section VII, Description of Services to the Contract, deductions shall also be made from the respective monthly bill @ 5% of the verified payable amount for each such weekly default.	a) If a weekly joint survey establishes that the Contractor failed to maintain the navigational marks according to stipulations in Section VII, Description of Services to the Contract, deductions shall also be made from the respective monthly bill @ 1% of the verified payable amount for each such weekly default.	No changes, tender conditions prevail.																																				
19	Section IX - PCC, GCC 47.1	212-213	c) In the event, if the Dredging Contractor does not provide the minimum 2.7 m LAD & 45 m channel bottom width (CBW) in all four weeks in a month then, apart from the above deductions as per PCC 47.1, an additional penalty @ 1% of the maximum bill that would have been claimed in that month (i.e., in no default condition) shall be recovered in next RA bill of the dredging contractor.  d) In the event, the above condition persists continuously for three months, then, penalty applicable shall be @ 2% of the maximum bill that would have been claimed in that month (i.e., in no default condition) shall be recovered in next RA bill of the dredging contractor and this shall be continued to be deducted until the default condition persists. The penalty effected & deduction made on account of Lack of Performance shall not be refundable.	Please DELETE this clause.	No changes, tender conditions prevail.																																				

PRE-BID REPLIES

S. No.	Clause No.	Page No.	Reference Clause	Query	IWAI Response
20	Section IX - PCC, GCC 57.6	218	Foreclosure of Contract – New Clause Added  If at any time after acceptance of the tender the Authority decides to abandon or reduce the scope of the works for reasons whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in- Charge (with the prior approval of competent authority) shall give notice in writing to that effect to the contractor.	Since the Contract does not allow separate mobilization and demobilization payment, the contract would cover such costs not limited to mob-demob alone, over the entire contractual duration. In event of foreclosure of contract, the contract will not be adequately compensated for expenditure towards mobilization and demobilization.  Under the said clause, please consider compensating the Contractor at rate of 5% of the value of the remaining part of the work.	No changes, tender conditions prevail.
21	Performance Security - Bank Guarantee	240	In the case of a JV, insert the name of the Joint Venture	In case of JV, the performance BG should be allowed in the name of lead member as banks will not issue BG in the name of JV as the BG limits are given on the individual firms financial credentials.	Please refer clause GCC 50.1 under Section IX (Particular Conditions of Contract) which states that the performance security and the ESHS performance security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all the bidders.  Further, as per ITB clause 4.1, It is not mandatory to get JV registered. Interested bidders are requested to submit JV agreement duly notarized in India. However, the successful bidder (in case of JV) shall submit registered JV.  No Changes, tender conditions prevail.