

RFP No: IN-IWAI-281709-CW-RFB

CPPP Tender ID: 2022_JMVP_688354_1 dated 11.05.2022

Assignment Title: Fairway Maintenance on performance-based dredging in Farakka – Tribeni (351 km) Stretch of National Waterway -1 (River Ganga)

File Reference: IWAI/WB/NW-1/14/05/2021

S. No.	Vol., Sec. and Cl. No. in Bid Document	Existing Text	To be read as																
1.	Bidding Document Invitation for Bid (IFB) Clause 8 & ITB Clause 21.1	The last date / deadline for submission of bids shall be up to 15:00 hrs. of date 12.08.2022	The last date / deadline for submission of bids shall be up to 15:00 hrs. on date 22.08.2022																
2.	Bidding Document Invitation for Bid (IFB) Clause 8 & ITB Clause 25.1	The Online Technical Bids shall be opened on date 12.08.2022 at 15:30 hrs.	The Online Technical Bids shall be opened on date 22.08.2022 at 15:30 hrs.																
3.	Section VIII, Special Conditions of Contract 3.8.3 – Lack of Performance Penalty Pg No. 158	If in any stretch of the channel, available depth or bottom width of channel is found to be less than that specified in Section VI, Part A – Description of Works and Services, as determined during the course of weekly joint surveys conducted in accordance with SCC 7.0, deduction shall be made from the Contractor’s monthly bills as following:	As special case due to the length of the Farakka – Tribeni stretch being 351 Km, the Farakka – Tribeni stretch is being divided into following three sections strictly for payment purposes only: <table border="1" data-bbox="1224 1049 1887 1393"> <thead> <tr> <th>Sections</th> <th>Name of Beat Details</th> <th>Chainages (in Km)</th> <th>Section Length (in Km)</th> </tr> </thead> <tbody> <tr> <td>Section-1</td> <td>Tribeni - Patuli</td> <td>193 – 322</td> <td>129</td> </tr> <tr> <td>Section-2</td> <td>Patuli - Berhampur</td> <td>322 - 421</td> <td>99</td> </tr> <tr> <td>Section-3</td> <td>Berhampur – Farakka Lock</td> <td>421 - 544</td> <td>123</td> </tr> </tbody> </table>	Sections	Name of Beat Details	Chainages (in Km)	Section Length (in Km)	Section-1	Tribeni - Patuli	193 – 322	129	Section-2	Patuli - Berhampur	322 - 421	99	Section-3	Berhampur – Farakka Lock	421 - 544	123
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For the three sections, the applicable contractual revenue per month will be considered separately and equally i.e., 1/3rd of the applicable contractual revenue for the month. Further, deductions for non-availability of LAD of 3.0 m and channel marks will be calculated separately for the three (3) sections.</p> <p data-bbox="1178 451 1934 638">If in any of the three (3) sections of Farakka – Tribeni stretch, available depth or bottom width of channel is found to be less than that specified in Section VI, Part A – Description of the Services, as determined during the course of weekly joint surveys conducted in accordance with SCC 7.0, deduction shall be made from the Contractor’s monthly bills as following:</p> <table border="1" data-bbox="1199 678 1927 1385"> <thead> <tr> <th data-bbox="1199 678 1262 946">Sl.no</th> <th data-bbox="1262 678 1661 946">Deductions for the Assured Depth Period of services from the Date of Commencement of Service LAD → 3.0 M & Channel Bottom Width → 45 M</th> <th data-bbox="1661 678 1927 946">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 data-bbox="1199 946 1262 1019">1.</td> <td data-bbox="1262 946 1661 1019">On achieving the assured depth of 3.0 m & width of 45 m</td> <td data-bbox="1661 946 1927 1019">Nil</td> </tr> <tr> <td data-bbox="1199 1019 1262 1092">2.</td> <td data-bbox="1262 1019 1661 1092">On achieving the assured depth of 2.9 m & width of 45 m</td> <td data-bbox="1661 1019 1927 1092">20% for each weekly default</td> </tr> <tr> <td data-bbox="1199 1092 1262 1166">3.</td> <td data-bbox="1262 1092 1661 1166">On achieving the assured depth of 2.8 m & width of 45 m</td> <td data-bbox="1661 1092 1927 1166">30% for each weekly default</td> </tr> <tr> <td data-bbox="1199 1166 1262 1239">4.</td> <td data-bbox="1262 1166 1661 1239">On achieving the assured depth of 2.7 m & width of 45 m</td> <td data-bbox="1661 1166 1927 1239">50% for each weekly default</td> </tr> <tr> <td data-bbox="1199 1239 1262 1385">5.</td> <td data-bbox="1262 1239 1661 1385">For a depth less than 2.7 m & width of 45 m</td> <td data-bbox="1661 1239 1927 1385">100% for each weekly default</td> </tr> </tbody> </table>	Sl.no	Deductions for the Assured Depth Period of services from the Date of Commencement of Service LAD → 3.0 M & Channel Bottom 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.	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Monthly payment (Mp) = %age of contract Price
 Weekly Default Deductions (Wd)_{1,2,3,4} =
 = [Mp/4] * %age] where %age of default

Formulae:

1) Monthly amount payable (MAp) =
MAp = Mp - [Wd₁+Wd₂+Wd₃+Wd₄]

2) Monthly Due = Md = MAp (In case of No default)
 = [MAp - 1% of MAp] (In case of default)

Example:

Suppose

- a. Contract price for full year is ₹100 Cr (excl. taxes) and
- b. For Operating Month of November with 10%

Therefore, in case of

A) No Default Condition (with LAD of 3.0 m and width of 45 m with sufficient day channel marks)

Amount Payable for month of November = Mp = MAp
 = Md = ₹10 Cr

**B) Default with following LAD:
 Deduction Week1 = 3.2 m → 0% deduction
 Week2 = 2.9 m → 20% deduction
 Week3 = 3.0 m → 0% deduction
 Week4 = 2.7 m → 50%
 Using Formulae-1**

MAp for November = Mp - [0 + (Mp/4 * 20%) + 0 + (Mp/4) * 50%]

= ₹10 Cr - [0 + 20% of ₹ (10/4) Cr + 0 + 50% of ₹ (10/4) Cr]
 = ₹10 Cr - ₹1.75 Cr = ₹8.25 Cr

6. If a weekly joint survey establishes that the contractor failed to maintain the navigational marks according to stipulations in Section VI Part A 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.

The operation of the deduction table shall be as following:

Monthly Payment (Mp) = %age of contract Price as per SCC 6.1

Monthly Payment for Section-1 (**Mps1**) = Monthly Payment for Section-2 (**Mps2**) = Monthly Payment for Section-3 (**Mps3**) = **Mp/3**
 Weekly Default Deductions (Wd)_{1,2,3,4} = Weekly default for section-1 (**Wds1**) + Weekly default for section 2 (**Wds2**) + Weekly default for section 3 (**Wds3**)

= [(Mps1/4) * %age] where %age of default in section 1 for each week + [(Mps2/4) * %age] where %age of default in section 2 for each week + [(Mps3/4) * %age] where %age of default in section 3 for each week]

Formulae:

1) Monthly Amount Payable (**MAp**) = **MAps1 + MAps2 + MAps3 = (Mps1-Wds1) + (Mps2-Wds2) + (Mps3-Wds3)**

2) Monthly Due = **Md = MAp = MAps1 + MAps2 + MAps3 (In case of No default)**

= [(Mps1-Wds1) - 1% of (Mps1-Wds1) + [(Mps2-Wds2) - 1% of (Mps2-Wds2)] + [(Mps3-Wds3) - 1% of (Mps3-Wds3)] (In case of default)

Example:

Suppose,

- a. Contract price for full year is ₹150 Cr (excl. taxes) and
- b. For Operating Month of November with 10% payment as per SCC 6.1

Using Formulae-2 (Default in providing of day channel marks)

Monthly Due to Contractor

$$(Md) = [MAP - 1\% \text{ of } MAP]$$

So, Payment due to the Contractor for the month of November in default condition (Less nos. of Day channel marks) will be: Md for November = [MAP for November - 1% of MAP for November] = ₹8.25 Cr - 1% of ₹8.25 Cr

Additional Penalty on Account of Lack of Performance

- a) In the event, if the Dredging Contractor does not provide the minimum 2.7m LAD & 45M channel bottom width (CBW) in all four weeks in a month then, apart from the above deductions as per SCC 3.8.3, an additional penalty @ 1% of the maximum bill that would have been claimed in that month (i.e., if no default condition) shall be recovered in next RA bill of the dredging contractor.
- b) The penalty effected & deduction made on account of Lack of Performance shall not be refundable. in case the amount to be recovered falls short same will be recovered from the next month's bill.
- c) 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., if 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.

Therefore, in case of,

A) No Default Condition (with LAD of 3.0 m and width of 45 m with sufficient day channel marks in three sections)

Amount Payable for month of November = Mp = MAP = Md = ₹15 Cr

B) Default with following LADs and deduction %ages:

Week	Section 1	Section 2	Section 3
Week-1	3.2 – 0%	2.6 – 100%	3.0 – 0%
Week-2	2.9 – 20%	3.2 – 0%	2.5 – 100%
Week-3	3.0 – 0%	2.8 – 30%	2.7 – 50%
Week-4	2.7 – 50%	3.0 – 0%	3.7 – 0%

$$Mps1 = Mps2 = Mps3 = Mp/3 = ₹ 5 \text{ cr.}$$

Using Formulae-1

$$MAP \text{ for November} = MAP \text{ for Section 1 (MAPs1)} + MAP \text{ for Section 2 (MAPs2)} + MAP \text{ for Section 3 (MAPs3)} = [Mps1 - (5/4*0\%) - (5/4*20\%) - (5/4*0\%) - (5/4*50\%)] + [Mps2 - (5/4*100\%) - (5/4*0\%) - (5/4*30\%) - (5/4*0\%)] + [Mps3 - (5/4*0\%) - (5/4*100\%) - (5/4*50\%) - (5/4*0\%)]$$

$$= [5 \text{ cr.} - 0 - 0.25 \text{ cr.} - 0 - 0.625 \text{ cr.}] + [5 \text{ cr.} - 1.25 \text{ cr.} - 0 - 0.375 \text{ cr.} - 0] + [5 \text{ cr.} - 0 - 1.25 \text{ cr.} - 0.625 \text{ cr.} - 0] = 4.125 \text{ cr.} + 3.375 \text{ cr.} + 3.125 \text{ cr.}$$

MAPs1 = 4.125 cr. for Section 1

MAPs2 = 3.375 cr. For Section 2

MAPs3 = 3.125 cr. For Section 3

Using Formulae-2 (Default in provision of Day channel marks in three sections)

Monthly Due to Contractor

$$(Md) = [(MAPs1 - 1\% \text{ of } MAPs1) + [(MAPs2 - 1\% \text{ of } MAPs2)] + [(MAPs3 - 1\% \text{ of } MAPs3)]$$

			<p>So, Payment due to the Contractor for the month of November in default condition (Less nos. of Day channel marks in three sections) will be:</p> <p>Md for November = = [(Maps1 - 1% of Maps1) + [(Maps2 - 1% of Maps2)] + [(Maps3 - 1% of Maps3)]</p> <p>= [(₹ 4.125 Cr. - 1% of ₹ 4.125 Cr.) + (₹ 3.375 Cr. - 1% of ₹ 3.375 Cr.) + (₹ 3.125 Cr. - 1% of ₹ 3.125 Cr.)] = ₹ 4.08375 Cr. + ₹ 3.34125 Cr. + ₹ 3.09375 Cr. = ₹ 10.51875 Cr.</p> <p><u>Additional Penalty on Account of Lack of Performance:</u></p> <p>a) In the event, if the Dredging Contractor does not provide the minimum 2.7m LAD & 45M channel bottom width (CBW) in all four weeks in a month in a section, then, apart from the above deductions as per SCC 3.8.3, an additional penalty @ 5% of the maximum bill that would have been claimed in that month (i.e., if no default condition) in that section shall be recovered in next RA bill of the dredging contractor and this shall be continued to be deducted until the default condition persists.</p> <p>b) The penalty effected & deduction made on account of Lack of Performance shall not be refundable. in case the amount to be recovered falls short same will be recovered from the next month's bill.</p> <p><u>Penalty for grounding of vessels due to inadequacy of depth or width or channel marking or incorrect pilotage in the navigational channel:</u></p> <p>In case any vessel / craft is grounded or stuck due to inadequacy of depth or width or channel marking or incorrect pilotage in the navigational channel, the contractor shall make arrangement for rescue / re-floating of the vessels within 6 hours of being notified of the issue by providing rescue tugs at his own cost. If the issue is not resolved by the contractor within 6 hours of being notified of the grounding of vessel in the navigational channel, then the</p>
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			actual cost of the rescue / re-floating of the vessel shall be borne by the contractor.																
4.	SEC-VI, Part A – Description of Services; Para 10 (Dredgers)	<p>The service provider may deploy any numbers and sizes of dredgers to achieve the work requirement.</p> <p>Service Provider shall mobilize additional resources like dredger, equipment, etc. at his cost for maintaining the assured depth of 3.0 m and channel width of 45 m in the entire stretch during the entire contract period of 3 years.</p> <p>In case of slow progress of work, the Engineer-in-charge may direct Service Provider to deploy additional dredgers for completion of the work in time and in such case Service Provider may mobilize additional dredgers without any cost to the Employer.</p> <p>If the dredger goes out of order, the Service Provider shall arrange for suitable replacements.</p> <p>Service Provider shall not be eligible for payment of costs involved in shifting the dredger and its accessories from one shoal to another shoal or from one area to another area in Tribeni-Farakka sector of NW-1.</p>	<p>The contractor is to deploy requisite numbers of dredgers and other machineries in all the following three sections of Farakka – Tribeni stretch at all times.</p> <table border="1" data-bbox="1224 423 1890 732"> <thead> <tr> <th>Sections</th> <th>Name of Beat Details</th> <th>Chainages (in Km)</th> <th>Section Length (in Km)</th> </tr> </thead> <tbody> <tr> <td>Section-1</td> <td>Tribeni - Patuli</td> <td>193 – 322</td> <td>129</td> </tr> <tr> <td>Section-2</td> <td>Patuli - Berhampur</td> <td>322 - 421</td> <td>99</td> </tr> <tr> <td>Section-3</td> <td>Berhampur – Farakka Lock</td> <td>421 - 544</td> <td>123</td> </tr> </tbody> </table> <p>The Contractor must ensure minimum one dredging unit in each of the three (3) sections of Farakka – Tribeni stretch at all times.</p> <p>The contractor shall mobilize additional resources like dredger, equipment, etc. at his cost for maintaining the assured depth of 3.0 m and channel width of 45 m in the entire stretch during the entire contract period of 3 years.</p> <p>In case of slow progress of work, the Engineer-in-charge may direct the contractor to deploy additional dredgers for completion of the work in time and in such case the contractor may mobilize additional dredgers without any cost to the Employer.</p> <p>If the dredger goes out of order, the contractor shall arrange for suitable replacements.</p> <p>The contractor shall not be eligible for payment of costs involved in shifting the dredger and its accessories from one shoal to another shoal or from one area to another area in Tribeni-Farakka sector of NW-1.</p>	Sections	Name of Beat Details	Chainages (in Km)	Section Length (in Km)	Section-1	Tribeni - Patuli	193 – 322	129	Section-2	Patuli - Berhampur	322 - 421	99	Section-3	Berhampur – Farakka Lock	421 - 544	123
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5.	SEC-VI, Part A – Description of Services; 11 (Navigational Aids (Day channel marking))) – Para vi	In case any cargo vessel is grounded due to inadequacy of depths or channel marking, the service provider shall make arrangement for rescue of the vessels by providing rescue tugs at his own cost.	In case any vessel / craft is grounded or stuck due to inadequacy of depth or width or channel marking or incorrect pilotage in the navigational channel, the contractor shall make arrangement for rescue / re-floating of the vessels within 6 hours of being notified of the issue by providing rescue tugs at his own cost. If the issue is not resolved by the contractor within 6 hours of being notified of the grounding of vessel in the navigational channel, then the actual cost of the rescue / re-floating of the vessel shall be borne by the contractor.
6.	SEC-II BDS Clause 11 Amendment of Bidding Documents; Sub Clause 11.1	Sufficient time of 14 days after uploading of amendment on CPP Portal shall be provided.	Sufficient time of 7 days after uploading of amendment on CPP portal shall be provided.
7.	All other terms & conditions of the tender documents remain unaltered.		
<p>Officer Inviting Bids:</p> <p>Project Director (JMVP) Inland Waterways Authority of India A-13, Sector-1, Noida – 201301, Uttar Pradesh – INDIA Telephone No.: (91) 0120-2424544 E-Mail: vc.iwai@nic.in</p>			