

Virtual -Pre-bid Meeting held on 20.05.2022 for Fairway Maintenance on Performance based Dredging in Farakka – Tribeni (351Km)
stretch of National Waterway-1 (River Ganga)

Tender reference :- IN-IWAI-281709-CW-RFB

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Sl no	Document reference Clause. Page	Description	Query	IWAI Response
1.	B – Bidding Documents, Clause 11 - Amendment of Bidding Document, Sub Clause 11.1	20 “... At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing addenda.	It is requested to consider period of at least 14 days for the submission of bid after employer issue any addendum/ amendment/ corrigendum to the bidding document. Also, In order for Bidders to prepare competitive bids, please revise the Bid Submission End Date to a fresh date giving at least three (3) week from the date when Employer Releases Replies to the Pre-bid Queries.	Sufficient time of 14 days after uploading of amendment on CPP portal shall be provided.
2.	Clause 38 – Extension of Contract, Sub Clause 38.1 BDS Sub Clause 1.2	35 “...The employer reserve the right to extend the period of the contract on the terms of the original contract for further two years based on the performance of the service provider and subject to the approval of the world bank. 1.2 “...The intended completion date is 3 years from the date of commencement of service, and extendable by 2 years.	Extension of contract for further two years based on the performance by the contractor during the contract period, it is requested to extend the contract for maximum period of 06 months. If the contract is extended by the employer beyond that period, contractor shall have the right to negotiate for the further extended contract duration. Since, a bidder may quote different rates for each year, please clarify, which BOQ item rate would apply on the extended contact period.	The method for arriving at rates for the Extension of Contract beyond 3 years is already provided in SCC 2.3.2 -page 157. This will be applicable after 3 years of original contract period. Further, Price Adjustment shall be payable as per existing Terms & Conditions in this extended period also.
3.	Clause ITB 40.2 Unbalance, front loaded bids	42 In the event of Unbalanced, front loaded or substantially below the updated estimate in the opinion of employer is received. In such cases, the Employer may ask the bidder to deposit the additional Performance Security for the differential cost. For such bids where i. financial quote is up to $\pm 10\%$ of the updated estimate in the opinion of the employer, no additional security deposit is required. ii. financial quote is between $\pm 10\%$ to $\pm 20\%$ of the updated estimate in the opinion of the employer, the contractor is liable to provide additional PBG and iii. the additional value of the PBG shall be equal to the difference between quoted amount and 95% of the updated estimate in the opinion of the employer in the form of BG or DD and same will be informed during the pre-award discussion.	We request the Authority to specify the estimated value to count Additional Performance Security	Existing Text is deleted and replaced by following. If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses (with breakdown of unit rates) for any or all items of the Bill of Quantities, to demonstrate the internal consistency and justification of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

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		42 iv. The additional PBG defined herein shall be over and above the performance security. However, non-furnishing of additional BG within the stipulated time of LOA shall be treated as default and consequently, the tender shall be cancelled with forfeiture of EMD. The additional PBG shall be over & above the Performance Security (PBG) shall be valid as per GCC Clause and shall be returned along with the Performance Security to the Contractor.		
4.	Evaluation of Financial Parts of the Bid, ITB Sub Clause No. 40.2	42 “... For such bids where, ...Financial quote is between ± 10% to ± 20% the updated estimate in the opinion of the employer, the contractor is liable to provide additional PBG	For financial bid, contractor shall consider the estimate by the employer and quote competitive price for same, hence it is requested to consider the PBG as per contract norms of the final price of the contract only.	Kindly refer SCC 9.2 - The additional PBG (if required) shall be submitted by the successful bidder in case of award .
5.	Clause 3.1 EQC on page no. 52 of 220	52 Cash flow : the construction cash flow requirements estimated as INR 24.46 Crs (about 6 six months cash flow at peak dredging / construction period) for the subject contract(s) net of the Bidders other commitments.	We request the Authority to consider for cash flow requirements Rs. 20.00 Crs. instead of Rs. 24.46 Crs.	Tender Conditions Prevails
6.	Clause 4.2 (a) of EQC	53 Bidder should have successfully completed as a prime contractor, JV member, management contractor or sub- contractor, minimum Three similar works each costing not less than INR 58.70 Crs or Two similar works each costing not less than INR 73.38 Crs Or One similar works costing not less than INR 117.41 Crs For the purpose of completed works, The value of the completed contract for similar works should not be less than 80% of the contract value.	We request the Authority to clarify that what percentage can be considered for the value of completed contract for Similar work (i.e. more than 80% or 90% of the Contract Value).	<i>The value of the similar work where 80% contract value is paid will be considered for evaluation purpose as completed.</i> <i>In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated..</i>
7.		54 <i>The value of the similar work where 90% contract value is paid will be considered for evaluation purpose as completed.</i>		

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8.	Clause 30.4 on page no. 32 of 220	32 30.4. In case a contractor while working on an IWAI contract, applies for another similar contract to be executed by IWAI, then to check whether the contractor meets the qualification criteria for the new contract, IWAI will calculate the bid capacity of the bidder as per the formula mentioned below: Bid Capacity: $[(2*A*N)-B]$; Where	The mentioned both formula of Bid Capacity are different so kindly clarify that what is the correct formula of Bid Capacity. & The bid capacity sought should be equal to or more than the total bid value of the work, so please specify the bid value of the work.	It is clarified that IWAI will calculate the bid capacity of the bidder as detailed at Section-III Evaluation and Qualification Criteria under SI...4 EXPERIENCE at 4,2 (d) Pg-54 as Assessed available bid Capacity = $(A*N*1.5-B)$ Where, <i>A = Maximum value of civil engineering works executed in any one year during the last five years</i> <i>N = Number of years prescribed for completion of the works for which bids are invited</i> <i>B = Value, at the current price level, of existing commitments on on-going works to be completed during the period of completion of the works for which bids are invited.</i>
9.	Clause 4.2d of EQC on page no. 54 of 220	54 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value of the work. The available bid capacity will be calculated as under: Assessed Available bid capacity = $(A*N*1.5-B)$, Where,		
10.	Clause 2.6.0 Equipment - Sub Clause 6.1 Dredger	57 “..... Dredger – Minimum of four (04) nos. of Cutter Suction Dredgers having capacity of dredging minimum of 250 cum of solids per hour with suitable discharge pipes.	Request you to please confirm as under: For maintenance of 3.0 m LAD in the entire channel length of 351 kms, for qualification bidder shall furnish details of dredger as per the requirement, but as per Sub Clause No., 9 Dredging, Page 110, contractor may deploy suitable equipment i.e., cutter suction dredger of any nos. and may be supported by backhoe/ WIDs and plough dredger of suitable number and capacity for maintenance of navigational channel as per requirement.	Confirmed. The contractor shall deploy suitable equipments to provide the deliverables.
11.	Column nos. 4 & 6 of Price Activity Schedule table on page no. 98 & 99 respectively	98 100 Column No. 4 on Page no. 98- NPV factor (Based on discount Factor of 10) Column No. 6 on page no. 100: NPV factor (Based on discount Factor of 10% per annum)	We request the Authority to clarify that what is NPV & how will count in the Column 4 & 6.	NPV – means the Net Present Value Refer clause ITB 30.6 ('e)
12.	Cl. 7 of Section -VI , Tender Document	107 <i>To achieve the LAD of 3.0 m and Channel bottom width of 45 m, the bidder / Contractor shall take into account tolerance of + 1 m from each edge of the channel and tolerance of +30 cm on the depth. There is however, no restriction on maximum width of the channel which may naturally be available. And no additional payments shall be admissible to this effect.</i>	Bidder requests Employer that the tolerance of + 1 m from each edge of the channel and tolerance of +30 cm on the depth. shall be payable. Employer to kindly confirm	It is clarified that the Contractor is to provide LAD of 3.0 M & channel width of 45 M and no additional payment for providing extra LAD or width is payable.

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13.	Cl. 16 of Section -VI , Tender Document	116	<p><i>Disposal of dredged materials would be effected into the free -stream of the river / on the banks /into the nearby redundant channels at a least distance of 150-200 m from the navigation channel. The disposal locations should be positioned to avoid material working its way back into the dredged channel by taking such precautions as, disposing into faster flowing water, downstream and to the side of the working dredger.</i></p>	<p>Bidder requests Employer to provide the coordinates of centerline of proposed navigational channel to estimate the disposal distance wherever the disposal away from the river bank is required.</p> <p>Bidder also requests Employer to provide the Survey Charts and AUTOCAD drawings of the proposed dredging areas of the River.</p> <p>Employer to kindly provide</p>	<p>It is clarified that the current navigation charts for purpose of navigation are available on payment.</p> <p>Bidders may refer to Clause 2.2.2 of SCC regarding Commencement of Services under which contractor will have to confirm the alignment of entire stretch of the developed fairway.</p> <p>Based on the joint survey the dredging location and alignment is to be finalised by the contractor for his deliverable of 3 m LAD and 45 m channel width.</p>
14.	Clause 16, Disposal of Dredged material	117	<p>If required, temporary dykes shall be constructed for holding the material as directed by the Engineer-in-charge. In case the Service Provider intends to dispose of the dredged materials on banks outside the river after obtaining necessary permission from Engineer-in-charge and from the landowner(s) and the concerned Department of the state govt of Bihar (Forest/Mining/Revenue) for dumping the material on their lands.</p> <p>Expenditure involved in such disposal including payment to the landowner(s) for dumping the material on their lands shall be borne by the Service Provider.</p>	<p>It is not foreseen that disposal may have to be done outside the river, however request employer to kindly share the details of the location which may potentially require construction of dikes and/or disposal of dredged material outside the banks of river.</p> <p>It is understood that the expenditure of dredged material on the banks of river will be borne by the contractor, but it is requested to EIC to arrange necessary permissions from statutory bodies/ local bodies for disposal of material on land prior to the commencement of dredging in the location.</p>	<p>Tender Conditions Prevails.</p> <p>It is not envisaged for disposal of dredged material outside the boundaries of river. However, if the condition arises for disposal out side the river boundaries, necessary permissions shall be obtained by the contractor from concerned authorities/bodies.</p> <p>IWAI will provide necessary support.</p>
15.	Cl. 17 (a) of Section -VI , Tender Document	117	<p><i>Normal barge and vessels/crafts movement in the channel shall not be interrupted by the dredging operation.</i></p>	<p>Bidder requests to provide the frequency of other barges / vessels / crafts movements during dredging operations in the navigational channel.</p> <p>Employer to kindly provide</p>	<p>It is clarified that whenever there is a scheduled movement of Vessels/ Barges, the contractor will be informed in advance by EIC or his representative.</p>
16.	General	-	<p><i>The width of 45 Meters at Curves and bends of the channel.</i></p>	<p>Bidder request Employer for definition of measurement in this segment.</p>	<p>It is clarified that Farakka-Tribeni stretch of National Waterway-1 is CLASS-VII Waterway. The Bends and radius are to be provided as per the notification.</p>

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17.	Sub Clause 3.8.3 Lack of Performance Penalty page - 158		
Sl.no	Deductions for the Assured Depth Period of services from the Date of Commencement of Service LAD → 3.0 M & CBW → 45 M	Deduction to be applied as percentage of monthly bill for each non-compliance found in a joint weekly survey during the month	<p>As it is difficult to predict the channel behaviour and siltation thereof, there may be the instances when LAD may fall short despite contractor continuous efforts and resultant costs. Hence, it proposed to consider deduction as under:</p> <ul style="list-style-type: none"> • For Sr. No. 1 – NIL • For Sr. No. 2 – 5% of each weekly default • For Sr. No. 3 – 7.5 % of each weekly default • For Sr. No. 4 – 12.5 % of each weekly default • For Sr. No. 5 – 25% of each weekly default <p>The endeavour of IWAI is to provide seamless 3 m LAD with 45 m channel width and bends, etc as per class VII waterways including day navigational marks, therefore, deduction on account of lack of performance of contractor in any deliverable shall be as per tender conditions.</p> <p>The Operation of the deduction clause shall be as per table as under:</p> <p>Monthly payment (Mp) = %age of contract Price Weekly Default Deductions (Wd)1,2,3,4 = [Mp/4] * %age] where %age of default shall be as per table</p> <p>Formulae: 1. Monthly amount payable (MAp) MAp=Mp-[Wd1+Wd2+Wd3+Wd4]</p> <p>2. Monthly Due = Md = MAp (In case of No default in day channel marks) And in case of default in day channel marks: Md= [MAp - 1% of MAp]</p> <p>Example: a. Contract price for full year is ₹100 Cr (excl. taxes) and b. For Operating Month of November payment is with 10% of contract price. Therefore, in case of</p> <p>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</p> <p>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%</p> <p>Using Formulae-1 above</p> <p>MAp for November = Mp - [0 + (Mp/4 * 20%) + 0 + (Mp/4) * 50%]</p> <p>Therefore, MAp= ₹10 Cr - [0 + 20% of ₹ (10/4) Cr +0 + 50% of ₹(10/4) Cr] = ₹10 Cr - ₹1.75 Cr = ₹8.25 Cr</p> <p>Using Formulae-2 (Default in providing of day channel marks) Monthly Due to Contractor (Md) = [MAp - 1% 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 = ₹ 8.1675 Cr</p>
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 2.8m & 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	
18.	Sub Clause 3.8.3 Lack of Performance Penalty page - 158		

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Sub Clause 3.8.3 – Lack of Performance Penalty Pg. 158			Further, considering the length of the Farakka – Tribeni stretch being 351 km, it is requested to split the stretch into minimum three (3) sections while applying the above requested formula for Lack of Performance Penalties. Suggested sections are: Section – 1 (Ch. 193 – Ch. 310) – Length 117 km Section – 2 (Ch. 310 – Ch. 427) – Length 117 km Section – 3 (Ch. 427 – Ch. 544) – Length 117 km For each section, 1/3rd of the applicable contractual revenue per month to be considered separately.	Tender Conditions Prevails Splitting of stretch for the purpose of payment is not permitted. The payment shall be as per tender conditions for the whole stretch.
Sl.no	Deductions for the Assured Depth Period of services from the Date of Commencement of Service LAD → 3.0 M & CBW → 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 2.8m & 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		
19.	Sub Clause 3.8.3 Lack of Performance Penalty			
It is understood that India and Bangladesh have historically entered a treaty under which India has to release water from Farakka Barrage into the river branch flowing through Bangladesh periodically. We envisage that in event of such release of water to Bangladesh branch would lead to sudden drop of water level in the Farakka – Tribeni Stretch, leading to non-achievement of LAD. Such event is totally beyond Contractor’s control and would require some time to rectify. Hence, it is prudent that the Contractor should not get penalized if LAD is not achieved in wake of release of water to Bangladesh.			Such event is totally beyond Contractor’s control and would require some time to rectify. Hence, it is prudent that the Contractor should not get penalized if LAD is not achieved in wake of release of water to Bangladesh	It is clarified that during the water sharing period (March-May), in the event water level falling below 17.75 m recorded at CWC gauge station at Farakka down-stream, then in that particular week default will not be considered and payment will be based on the achieved LAD during previous week joint survey. Further during water sharing period, the LAD at Baghmari syphon shall not be considered as default.