

**Organization Chain: Inland Waterways Authority of India, MoPS&W| |HO
Noida, IWAI**

Tender ID: 2025_IWAI_864401_1 & 2025_IWAI_864401_2

Tender No: IWAI/Tech/NNWs/NorthIndia/2024

Tender Title: Design, construction, supply installation, testing and commissioning of 10 nos. Concrete Jetties in New National Waterways in J & K (**Schedule –A & B**)

Corrigendum Type: other

Corrigendum-II

Sl. No.	Clause no. as per tender document	Shall be read as
1.	6.9. Bids by Joint venture / consortium, Page no: 19, 6.9.1. Bids by JV/Consortium is not applicable.	6.9. Bids by Joint venture / consortium, Page no: 19, 6.9.1. Bids by JV/Consortium is applicable.
2.	DATA SHEET, SI. No: 12, Page no: 36; JV/Consortium allowed - No	DATA SHEET, SI. No: 12, JV/consortium allowed - Yes
3.	Form 4K : Power of Attorney for Lead Member of JV/Consortium, Page no: 53 10.1 Cover-I: Technical Bid, 10.1.1 Enclosure – I e. Power of Attorney for lead member of the JV/Consortium as per Form 4K. (Stricken in the tender), Page no: 26, 37 & 5.	Will be applicable. To be submitted with technical bids.
4.	Form 4L : Statement of Legal Capacity, Page no: 56, 5.	Will be applicable. To be submitted with technical bids.
5.	FORM 4M : Joint Bidding Agreement, Page no: 57. 10.1 Cover-I: Technical Bid, 10.1.1 Enclosure – I, f. Joint Bidding Agreement as per Form 4M. (Stricken in the tender), Page no: 26, 37 & 5.	Will be applicable. To be submitted with technical bids.
6.	Clause no: 24, Sustainability of JV (Stricken in tender), Page no: 184	Will be applicable.
7.	Clause no: 3, Bidder Eligibility Criteria, Sub-clause no: 3.1, (Stricken in the tender) Page no: 13.	Will be applicable.
8.	Clause no: 3, Bidder Eligibility Criteria, Sub-clause no: 3.6 (Stricken in the tender) Page no:13 & 14	Will be applicable.
9	Pre-bid replies	Attached below
10	Extension of dates: Last date of bid submission / opening schedule	05.07.2025 (till 18.00 hrs)/ 07.07.2025 at 09.00 hrs)

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Prebid miunutes for Design, Construction, Supply, Installation, and Commissioning of Concrete Jetties in New National Waterways, Jammu & Kashmir						
TENDER No: IWAI/Tech/NNWs/NorthernIndia/2024						
Design, construction, supply, installation, testing, and commissioning of 3 nos. Concrete Jetties in New National Waterways in J&K Schedule -A						
Design, construction, supply, installation, testing, and commissioning of 7 nos. Concrete Jetties in New National Waterways in JandK Schedule -B						
Tender ID : 2025_IWAI_864401_1; 2025_IWAI_864401_2						
Date of pre-bid- 30.06.2025						
Sr.No	Firm	Section No. Clause, Sub Clause No	Page No	Tender clause description	Query	Reply to queries
1	M/s KTP Energy Projects Pvt. Ltd., Cochin	6.9. Bids by Joint venture/consortium 6.9.1.	19	Bids by JV/Consortium is not applicable.	Participation through a Joint Venture or Consortium is presently not permitted. In view of the nature and scale of the work involved, requested the Authority to kindly consider allowing Joint Venture/Consortium participation for this project. Allowing such collaboration would enable experienced firms to bring together the required technical capabilities, resources, and financial strength to ensure successful execution of the project within the stipulated timelines and quality standards. Permitting consortium participation will encourage greater competition, innovation, and expertise, ultimately serving the objectives of the Authority more effectively.	JV is allowed. May refer amendments
2	M/s Pruthvi Infrastructure , Kodinar	6.3. Bank Solvency	18	Bidder shall provide a solvency certificate from nationalized/scheduled any bank in India in India for an amount as indicated in Section - III: Data Sheet	whether the solvency of co-operative is considerable in this tender evaluation or not. Please also specify in which cases the solvency relaxation is provided to the bidder.	Please see Corrigendum -1 published. <i>"Bidder shall provide a solvency certificate from nationalized/scheduled bank in India for an amount as indicated in Section - III: Data Sheet".</i>
3	M/s SF Marina India, Mumbai	Bidder Eligibility Criteria; 3.4	13	Average Annual Turnover during the last three (03) years ending 31st March of the previous financial year should be as mentioned in Clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors.	We request for financials of our principals to be accepted as has been for all tenders since the floating concrete technology is new to India and not enough work has been executed locally.	Tender condition shall prevail.
4		Bidder Eligibility Criteria, 3.9.1 Solvency certificate from nationalised /scheduled bank in India	14	The Bidder shall have adequate resources for successful execution from design to construction and commissioning of floating pontoons and gangways and should be financially solvent. The bidder should specify the technical tie up (if any) and necessary agreement in this regard is to be submitted with the bid. Bidder shall provide a solvency certificate from any nationalized/scheduled bank in India or any other bank listed on RBI website in India for an amount as indicated in Section - III: Data Sheet.	Since the floating concrete technology is new to India, quantum of work executed is not significant on account of which getting a solvency as per banking norms is challenging. In this case, we request you to kindly accept a financial stability certificate from the bankers / Chartered accountant of our principals since there is no concept of Solvency certificate internationally.	Tender condition shall prevail. Please see Corrigendum -1 published.
5		Bidder Eligibility Criteria, 3.9.3, Preliminary design and detailed schedule submission	14	A preliminary design and detailed schedule of detailed design, supply, installation, testing and commissioning (the GAD is to be submitted alongwith the bid and the design is to be submitted to NTCPWC for approval) is required to be submitted.	General concept presentation be accepted at bid stage since not much data is available and tender documents are public documents	Tender condition shall prevail.
6		Bidder Eligibility Criteria, 3.9.4 Manufacturing yard registration and survey certificate	15	The details of manufacturing yard(with registration) and survey certificate (if any) as the proof of adequate capacity available for the work which must include the size, capacity and facilities etc, is required to be furnished along with the registration and survey certificate (if any) from the concerned organization.	Since a yard requirement is not compulsory for floating concrete systems and local casting may be a solution, this general tender requirement may please be waived. Other tenders also do not ask for the same.	Tender condition shall prevail.
7		Ownership of Document and Copyright, 19	34	The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Contractor consisting of any Intellectual Property Rights ("IPR") rights of the Contractor, the Contractor shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the Works, shall be and shall remain	A suitable clarification is requested that Contractor IPR which are generic to his business and not specific to this project will not be part of this condition. Furthermore, this clause states that the IPR will be the employers property irrevocably and demands the license royalty free which is against the ethics of any business.	IPR user rights for this project to be royalty free during the life of project. Tender condition prevails.
8		Contract Duration, Data Sheet clause 16., 5 months from the date of signing agreement excluding defect liability period of 12 months.	37	5 months from the date of issue of LoA.	with respect to Tender IWAI/Jetties/NNWs/1/2024 (Gujarat) work quantity is almost double hence we request to ammden it to 15 months from the date of design approval	Tender condition shall prevail.
9		Scope of Work, 2.1, Construction will be under IR class	74	The proposed jetties will be floating concrete jetties as described in Part-2- Technical specifications. The design and drawing of the proposed jetties will be vetted by NTCPWC before the jetties go into production stage. Further, during the production stage, the construction will be carried out under the supervision of IR Class.	Request this condition to be waved off since this not a vessel.	Tender condition shall prevail.
10		Milestones, 4.3, Completion of Fabrication of pontoon	76	Time (in months from the date issue of LoA) : T+ 150 days	with respect to Tender IWAI/Jetties/NNWs/1/2024 (Gujarat) work quantity is almost doble hence we request to ammden it to 15 months from the date of design approval	Tender condition shall prevail.
11		Stages of Payment, 5.5, Stages of payment Sr no 1 and Sr no3	78	After approval of design of concrete pontoons by NTCPWC - 10% Supply Installation commissioning of Pontoons at the earmarked site. - 20%	Since contractor is required to conduct preliminary studies and data collection,request amendment of payment percentages against Design Approval - 20%, and against Installation - 10%	Tender condition shall prevail.
12		Design Consideration, 3.6.2,	92	20 year fatigue life of the pontoon-to-pontoon connections.	Fatigue life of pontoon to pontoon connection to be three years,	Tender condition shall prevail.

TENDER No: IWAI/Tech/NNWs/NorthernIndia/2024 Design, construction, supply, installation, testing, and commissioning of 3 nos. Concrete Jetties in New National Waterways in J&K Schedule -A Design, construction, supply, installation, testing, and commissioning of 7 nos. Concrete Jetties in New National Waterways in JandK Schedule -B						
Tender ID : 2025_IWAI_864401_1; 2025_IWAI_864401_2						
Date of pre-bid- 30.06.2025						
Sr.No	Firm	Section No. Clause, Sub Clause No	Page No	Tender clause description	Query	Reply to queries
13		Construction Specification, 3.6.3	94	The berthing face of the floating jetty shall be protected from damage by stainless steel sheet of adequate thickness. No fixed rubber fenders.	Stainless sheets are not the regular method of protecting floating concrete pontoons, rubber fenders are hence we request amendment to use D rubber fenders instead of stainless steel sheets for protecting <u>the berthing face of the floating jetty.</u>	Tender condition shall prevail.
14		Floating Jetty System For Vessels, 3.7.1 point no 5,	94	All connecting parts and all cast-in components shall be of stainless steel - For strength and corrosion prevention	As per normal standards, requesting mooring hook to be of MS with hot dip galvanised coating	Tender condition shall prevail.
15		Floating Jetty System For Vessels, 3.7.1 point no 9	95	The jetty shall be accessed by a Warren truss type aluminium gangway of Suitable length (to be assessed by the contractor) and internal width 0.9m, constructed of marine grade aluminium and fitted with anti-slip decking and having nylon rollers resting on stainless steel running plates on the deck of the jetty. The gangway should be held at the shore end by a stainless steel pivoting arrangement on a bank seat (to be constructed by <u>the contractor</u>) - <u>To ensure low weight and safe access.</u>	Being an EPC contract where the bidder needs to carry out surveys and tests to help determine length of gangway required, it is impossible for us to predict gangway length with current information provided in tender document.	The gangway length is to be assumed by Contractor. Being an EPC Contract the provisions are well within the purview of Contractor
16		Electricity Water and Gas, 4.14	120	The Contractor shall be responsible for the provision of all power, water and other services he may require for his execution of the Works.	we request this to be provided by employer. For availing such utility services the concern department requires proof of property ownership which would be available with you.	All these provisions are well within the purview of the contractor.
17		Environment clearance and local issues	-	4.15 Protection of the Environment: The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. (Page no: 120)	Has the environmental clearance been obtained? And is there any local objection at any site? If so, what will be the consequence of any delay on the contractor.	Environmental Clearance is not required for floating jetties. Any delay due to local objection will be covered under Force-Majeure. Any specific case will be dealt as per contract condition.
18		8.2.1 Liquidated Damages for Delay	145	If the Contractor fails to comply with the Time for Completion in accordance with Clause 4.3 Part I of ToR, for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Clause 8.5, then the Contractor shall pay to the Employer the relevant sum stated below in the tabular form as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default).	Since the time line for project completion is not practicable, requesting to remove penalties clause for liquidated damages for delay.	Tender condition shall prevail.
19	M/s West Coast Marine Yacht Services Pvt Ltd, Mumbai	Section II, Clause 6, Sub Clause 6.9.1, Page No 19 Clause 6.8 and 6.9.1, Page No 19	19	Bids by JV/Consortium is not applicable. d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item. 3.6 The similar work experience of parent company/subsidiary/sister Company or any associated firm/company of the Bidder shall not be considered. (Page no: 13)	Clause 6.9.1 states that Joint Ventures (JV) or Consortium bids are not allowed. Kindly clarify if this means that only bids submitted by a single entity bidder, without any JV or Consortium arrangement or licence agreement, will be considered eligible? Additionally, we would like to seek clarification on the following points: 1. Can a foreign company participate in this tender directly? 2. Can an Indian firm submit the bid on behalf of its parent company, which is based outside India? It is noted in Clause 3.6 that the similar work experience of the parent company, subsidiary, sister company, or any associated firm of the bidder shall not be considered. Could you please confirm if this applies to the case where an Indian firm is submitting the bid on behalf of its foreign parent company?	May pls refer reply at S.No 1 (i) No (ii) The firm can bid through its Indian subsidiary and can utilise the parent firms credentials subject to condition that the certificate should be apostilled. Further, the firm has to submit the cashflows for the project which has been claimed for pre-qualification along with completion certificate on clients letter head (duly apostilled).
20		Section II, Clause 3, Sub Clause 3.8, Page No 14	14	Bidder should have, during the last three years, neither failed to perform on any agreement, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.	Kindly confirm that if a bidder has equity holding by parent company / sister company / OEM company or company having common directors and if any such company having common directors submits the bid where in either the equity holding company in the bidder's company or if any of their common directors have failed to perform the contractual obligations in work related to Floating Concrete Pontoons in India and are involved in litigation / court cases for failure to perform or have had awarded work agreement terminated due to breach will not be allowed to bid for this tender and if they do they will be disqualified, this submission is specifically made by us keeping the ongoing court case between Kochi Metro Rail Limited and Marinetek OY (Includes Directors of Marinetek India Services Pvt Ltd, REL Marinetek Infra Pvt Ltd, Marinesolutions Distribution and Services Pvt Ltd) – we seek clarification on this because the matter between Kochi Metro and Marinetek pertain to non-performance on deliverables by Marinetek. The necessary documents in this regards are available in	This is a legal aspect that will be decided at the time of bid evaluation.
21		Section II, Clause 16.1.1 (a), Page No 31	31	Qualification for Work : means design, construction, supply, installation, testing and commissioning of floating concrete Jetties duly certified by IR Class or any IACS body	The certification and approval for various project is buyer's preference and not all buyers in India are buying with IR Class / IACS Class approval. Most tenders so far in India have been done with IIT Madras approval, thus for qualification purpose, we request that as long as certification and design vetting approval is accorded by either IIT Madras / IR Class or any IACS class shall be acceptable for qualification, additional undertaking can be asked at the time of bid submission that bidder will obtain approval/certification from IR Class / IACS body for this project	Yes, but the certification of earlier contracts from any IACS body and IIT Madras be submitted along the bids.

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22		Section V, Sl.NO. 2 of BOQ, Page No 69	69	Form Fin -2 : Summary of Cost During Financial Bid Evaluation, for selection of lowest Bidder, quoted cost excluding GST would be considered. However, GST would remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments.	Is CAMC cost applicable when deciding L1 bidder for each location	Yes
23		Section VI, Part I, Clause 3 (a)	75	Time lines The Contract duration shall be 5 (Five) months from the date of issue of LoA to this effect.	Considerable time is consumed in obtaining approval from IIT Madras / IACS class authorities. 5 months is not a realistic timeline. kindly make this timeline 7 to 8 months, considering the location and logistic challenges in J&K	Tender condition shall prevail.
24		Section VI, Part I, Clause 5.5	78	Stages of Payment (i) After approval of design of concrete pontoons by NTCPWC - 10% (ii) Completion of 100 % fabrication of pontoons (payment on pro-rata basis) with due certification of IR Class -60% (iii) Supply Installation commissioning of Pontoons at the earmarked site. - 20% (iv) On IR Class certification of the commissioned pontoons -10% (v) To be paid half-yearly. - 1/20 of the total CAMC period	It is requested that to provide better cash flow against work completion milestones, payment milestones may kindly be included as stated below:- 10% mobilisation after issue of work order against same amount BG 10% against design and drawing approval 20% against material readiness for construction with all necessary material test report including EPS test report 30% against 100% completion of pontoon manufacturing 20% against supply and installation of pontoons at earmarked sites 10% on Final approval by IIT Madras / IACS class for commissioned pontoons	Tender condition shall prevail.
25		SECTION-II: INSTRUCTIONS TO BIDDERS (ITB), Clause 6.1 and 6.2	8	Cost of EMD and Tender Documents Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by department of Micro, Small and Medium Enterprises (MSME) or start-ups as recognized by Department of Promotion for Industrial and internal trade (DPIIT) are exempt from submitting the Tender Fee 7 EMD in submission of documents to the extent as per Government of India rules. (Page no: 08)	We are a Small Enterprise Company having Udyam Registration Certificate issued by Ministry of Micro, Small and Medium Enterprises. As per your tender clause, Micro, Small and Medium Enterprises of Govt. of India, MSEs registered with Udyam are exempted from payment of Earnest Money Deposit (EMD) & tender fees. We will participate in the tender as a manufacturer of the quoted items. Attached is our Udyam Registration certificate. Kindly confirm that as per your tender clause, we will be eligible for EMD and tender fee exemption against Udyam registration certificate	The valid MSME / Udyam certificate may be submitted along the bid and its genuineness will be examined during bid evaluation.
26		SECTION - VII: GENERAL CONDITIONS OF CONTRACT Clause 4.4.2 Security Deposit Page 114 of 213	114	Security Deposit A sum @ 10% of the net amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited in cash/RTGS as the earnest money, will amount to security deposit of 5% of the contract value of work. The earnest money deposited in the form of Bank guarantee shall be returned to the contractor after receiving the Performance Bank Guarantee.	A sum @ 10% of the net amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited in cash/RTGS as the earnest money, will amount to security deposit of 5% of the contract value of work. The contractor is already required to provide a performance guarantee amounting to 5% of the contract value, which is a standard industry practice to ensure performance, we request clarification that no further security deposit, beyond the amounts already covered by the earnest money and performance guarantee, shall be required. The additional security deposit mentioned in the clause should not be applicable, as the total security measures (earnest money and performance guarantee) already ensure adequate financial security for the contract.	Tender condition shall prevail.