

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

Noida, IWAI

Tender ID: 2024\_IWAI\_834746\_1

Tender No.: IWAI/HDPE/NW-44/2024-25

Tender Title: Tender for design, supply, installation, testing, commissioning and maintenance of floating pontoons and gangway/walkway at proposed location of NW-44

Corrigendum Type: Tender Clause modification

**AMENDMENT-I**

Sl. No.	Cluse no. as per tender document	Description	Shall be read as
1.	Section-I, Notice Inviting Tender (b) Critical data sheet at Pg. no.-6, Section -II, Instructions to the bidders, EMD clause 5.1 & Tender fee clause at pg. no. 13 & 14	Department of Industrial Policy & Promotion (DIPP)	Department of Promotion for Industrial and internal trade (DPIIT)
2.	Section-VI, ToR, Timelines & Milestone, subclause 8.1 (ii) at pg. no. 61	<b>Contract duration / delivery schedule:</b> Timeline shall be 10 weeks from the date signing of agreement for supply and 06 months for maintenance of floating pontoons (extendable for another 06 months on the assessment of the performance of the contractor at the sole discretion of Engineer In-Charge).	<b>Contract duration / delivery schedule:</b> Timeline shall be 16 weeks from the date of signing of agreement followed by 36 months of Maintenance period.
3.	Section-VI, ToR, Timelines & Milestone, subclause 8.1 (iii) at pg. no. 61 & Section-VIII, SCC at pg. no. 142	<b>Defect Liability Period:</b> After completion of the entire work and handing over to the Employer, the contractor will maintain the commissioned work for Maintenance period of 06 months. The defects liability period shall start after the completion of Maintenance period of 06 months. The defects occurring against manufacturing defects, workmanship and serviceability of the various components, individually or compositely to entire work, shall be as per conditions.	<b>Defect Liability Period:</b> Defects liability period for a period of 12 months from the date of delivery of the HDPE pontoons.
4.	Section-VII, GCC clause 8.12 at pg. no. 104	<b>Liquidated damage for delay:</b> If the Contractor fails to comply with the Time for Completion in accordance with Clause 7.2 of ToR, for the whole	<b>Liquidated damage for delay:</b> If the Contractor fails to comply with the Time for Completion in accordance with Clause 8.1 of ToR,

	<p>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 in the table appended in SCC 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). The Employer may, without prejudice to any other method of recovery, withheld / deduct the amount of such damages from any monies due or to become due to the Contractor. The amount withheld or deduction against such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.</p> <p>The contractor shall achieve the milestone as stipulated in Clause 7.2 of Section VI, Terms of Reference. If the contractor does not achieve a particular milestone, or the re-scheduled milestone(s) in terms of Clause 8.6, 8.7 and 8.8, the amount as stipulated above, against the milestone shall be withheld, to be adjusted against the liquidated damages levied at the final decision on grant of Extension of Time (refer Clause 8.6, 8.7 and 8.8, of GCC) for delayed competition. With holding of this amount on failure to achieve a milestone, shall be automatic without any notice to contractor. However, if the contractor catches up with the progress of work on subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), the relevant sum stated in the table appended in SCC, against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p> <p>The withheld LD against not achieving of milestones shall be deducted finally after the completion of the works, if the entire work is not completed in stipulated period and time extension is granted with LD.</p>	<p>for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Clause 8.3, then the Contractor shall pay to the Employer the relevant sum stated in the table appended in SCC 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). The Employer may, without prejudice to any other method of recovery, withheld / deduct the amount of such damages from any monies due or to become due to the Contractor. The amount withheld or deduction against such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.</p> <p>The contractor shall achieve the milestone as stipulated in Clause 8.2 of Section VI, Terms of Reference. If the contractor does not achieve a particular milestone, or the re-scheduled milestone(s) in terms of Clause 8.1,8.2 and 8.3, the amount as stipulated above, against the milestone shall be withheld, to be adjusted against the liquidated damages levied at the final decision on grant of Extension of Time (refer Clause 8.6, 8.7 and 8.8, of GCC) for delayed competition. With holding of this amount on failure to achieve a milestone, shall be automatic without any notice to contractor. However, if the contractor catches up with the progress of work on subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), the relevant sum stated in the table appended in SCC, against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p> <p>The withheld LD against not achieving of milestones shall be deducted finally after the completion of the works, if the entire work is not completed in</p>
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			stipulated period and time extension is granted with LD.
5.	Section-III, Data sheet, clause no. 10 & 11 (pg. no. 31)	<b>Performance Guarantee &amp; Security deposit</b> Ref of ITB: Clause 4.4.1 & 4.4.2	<b>Performance Guarantee &amp; Security deposit</b> Ref of GCC: clause 4.4.1.1 & 4.4.2 (pg. no. 79)
6.	Quality & safety, Sl. no. 9 of Section-VI, ToR, pg no. 63	<p><b>QUALITY AND SAFETY</b></p> <p>IR Class shall approve the design before commencement of the works, the cost of the same shall be borne by the contractor. Quality and Inspection check while manufacturing shall be certified by the IRS.</p>	<p><b>QUALITY AND SAFETY</b></p> <p>IR Class shall approve the design before commencement of the works, quality and inspection check while manufacturing shall be certified by the IRS.</p> <p><i>*The fee for IRS certification shall be borne by IWAI. However, bidder has to liaise with IRS for certification.</i></p>

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