Proceedings of the Virtual (On-line) Pre-bid meeting held on 19<sup>th</sup> January, 2023 for the "Fairway Maintenance on performance-based dredging in Katwa - Tribeni (152 km) Stretch of National Waterway -1 (River Ganga)"

The following attended the meeting:

## I. <u>IWAI</u>

- (i) Sh. Ravi Kant, Chief Engineer & Project Manager (JMVP), IWAI
- (ii) Sh. S K Pandita, Sr. Consultant (Procurement II), PMU, JMVP
- (iii) Sh. Prashant Pratap Singh, Sr. Consultant (Procurement I), PMU, JMVP
- (iv) Sh. Anishu Rahman, Sr. Consultant (CE III), PMU, JMVP

#### II. M/s Reach Dredging Ltd.

(i) Sh. Santosh Kumar

### III. M/s KSR Marine Services Pvt. Ltd.

(i) Sh. Nageshwar Rao

### IV. M/s Northernexpress Infradevelopers P Ltd.

(i) Sh. Sunil Kumar Singh

### V. M/s Dredging Corporation of India Ltd.

(i) Sh. TVS Kumar

## VI. M/s Meka Dredging

- (i) Sh. Vivek Prajapati
- 2. The written queries and queries put forth during the meeting were answered and explained to the satisfaction of the prospective bidders and are captured in the clarification attached as Annex-1. The amendment sheet resulting from it is attached as Annex-2.

\*\*\*\*\*

# Annex-1

# **Response of Pre Bid Queries**

Name of the Work: Fairway Maintenance on performance-based dredging in Katwa - Tribeni (152 km) Stretch of National Waterway -1 (River Ganga)

Contract Package No: IN-IWAI-332927-CW-RFB

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause  | Query  | IWAI Response   |
|------------|--|--|--|---|
| 1          | Clause 3 (B),<br>Page 4                                  | Similar Work, Experience of having successfully completed similar works i.e., dredging on rivers or ports or contract management of vessels, manning of vessels or vessel related marine works or similar nature of works during last 7 years ending last day of month previous to the one in which this tender is invited | Excavation works carried out in Dams/Excavation works should also be included as a part of Similar work criteria to give infrastructure companies to diversify | Dams are excavated in dry conditions, IWAI is looking for experience of dredging works / wet excavation.  No changes, tender conditions prevail.  |
| 2          | Clause No.: 40,<br>Page 33                               | Unbalanced or Front Loaded Bids  | Please specify the percentage  | Please refer to ITB, Clause 40.<br>No changes, tender conditions prevail.   |
| 3          | Clause No.: 11.2(j), Page 38                             | The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.   | We understand the this plans has<br>to be submitted after award of the<br>contract. Please clarify   | MSIP is to be submitted as part of technical bid at the time of submission of bid.  |
| 4          | Clause No.:<br>2(ii), Page 46                            | The requirement for dredging sediment volumes in shallow waterways; placing dredged materials in-stream; and, early detection and quantification of hazardous sediment and its removal; and any hazardous sediment if found during the dredging shall be removed by the bidder at no extra cost.                           | This clause should be deleted or<br>the cost incurred for disposal of<br>hazardous sediments should be<br>paid by IWAI.  | EMP is provided in the bid document, bidders are advised to study the same and submit their bid accordingly. The quoted cost by the bidder will be inclusive of all the work specified in the bid document.  No changes, tender conditions prevail. |
| 5          | Clause 4, Page<br>47                                     | The proposed layout of the Contractor's facilities and equipment, including offices and accommodation units based on the proposed sites and waterways routes;  | Should be allowed to submit after the award of the contract  | No changes, tender conditions prevail.  |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause  | Query  | IWAI Response   |
|------------|--|--|--|---|
| 6          | Clause 2.4.1,<br>Page 55                                 | Experience under construction contracts for similar works such as those pertaining to General Dredging Experience in Ports / River / Lakes/Canals / Water Bodies, including Management of Vessel and Manning of Vessel or Vessel related Marine Works  • River Dredging and management of dredging materials.  • Dredged material used in reclamation of port/harbour will also be considered. in the role of contractor, JV member, sub-contractor, or management contractor for at least the last seven [7] years prior to the bid submission deadline.                              | All parties combined should be allowed to satisfy this criteria and Excavation works carried out in Dams/Excavation works should also be included as a part of Similar work criteria to give infrastructure companies for wider participation in the tender. | All the JV members should have experience of any work mentioned in Section III, Clause 2.4.1. For inclusion of works carried out in Dams, please refer response query no. 1. No changes, tender conditions prevail. |
| 7          | Clause 2.4.2 (a),<br>Page 56                             | Bidder should have successfully completed as a prime contractor, JV members, management contractor or subcontractor, minimum Three similar works each costing not less than INR 11.17 Crs Or Two similar works each costing not less than INR 13.96 Crs Or One similar works costing not less than INR 22.34 Crs within the last seven (7) years (FY 2015-16 to FY 2021-22), which is similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer's requirements. | We propose to consider similar works carried out in the last 10 years (FY 2012-13 to FY 2021-22) to be considered.   | No changes, tender conditions prevail.  |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause  | Query   | IWAI Response  |
|------------|--|--|---|--|
| 8          | Clause 2.4.2 (b),<br>Page 58                             | Bidder should have successfully completed as a prime contractor, JV members, management contractor or subcontractor, minimum Three similar works each costing not less than INR 11.17 Crs Or Two similar works each costing not less than INR 13.96 Crs Or One similar works costing not less than INR 22.34 Crs within the last seven (7) years (FY 2015-16 to FY 2021-22), which is similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer's requirements. | The Clause can be modified as: Bidder should have successfully completed as a prime contractor, JV members, management contractor or sub-contractor, minimum Three similar works each costing not less than INR 11.17 Crs Or Executed quantity not less than 2,20,000 CBM. Two similar works each costing not less than INR 13.96 Crs Or Executed quantity not less than 2,75,000 CBM. One similar works costing not less than INR 22.34 Crs or Executed quantity not less than 4,40,000 CBM. within the last 10 years (FY 2012- 13 to FY 2021-22), which is similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer's requirements. | The clause is amended and quantities are included, please refer the Amendment sheet. |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause   | Query  | IWAI Response  |
|------------|--|---|--|--|
| 9          | Clause 2.4.2 (b),<br>Page 58                             | b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, at least in one year a minimum construction experience in any of the following key activities:  a. Dredging Experience in Ports / River / Canal / Water bodies Or  b. Manning of Vessel/Vessel related Marine works Or  c. Management of Vessel in River / Sea | All parties combined should be allowed to satisfy this criteria and Excavation works carried out in Dams/Excavation works should also be included as a part of Similar work criteria for wider participation in the tender | No changes, tender conditions prevail.   |
| 10         | Clause 2.4.2 (c),<br>Page 58                             | Specific Experience in managing ES aspects  | This Clause can be deleted as it restricts qualification of most of the dredging companies which reduces the competitiveness of the tendering process.   | ES aspects are a requirement of the World Bank. No changes, tender conditions prevail.   |
| 11         | Clause 2.4.2 (d),<br>Page 59                             | Assessed Available bid capacity   | All parties combined should be allowed to satisfy this criteria.   | For participation as JV, Lead member should meet 50% and other members each should meet 25% of the requirement, as specified in the bid document. In addition to above, all partners combined should meet all the criteria including the available bid capacity.  No changes, tender conditions prevail. |
| 12         | Clause 2.4.2 (d),<br>Page 59                             | A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year at the rate of 5% per year), taking into account the completed as well as works in progress).  | Since 2020 & 2021 has been severely affected due to outbreak of Covid, we kindly request you to consider last 7 years for evaluating the financial criteria.   | No changes, tender conditions prevail.   |
| 13         | Clause 2.6 (1),<br>Page 61                               | Contract Manager shall have a bachelor's degree in Civil / Mechanical engineering and an experience of minimum 10 years', out of which at least 7 years shall be in managing projects of similar nature.  | Marine Engineers with experience of more than 10 years should also be considered.  | No changes, tender conditions prevail.   |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause  | Query   | IWAI Response  |
|------------|--|--|---|--|
| 14         | Clause 2.7, Page 62                                      | Equipment (River Worthiness Certificate)   | River worthiness certificate should be allowed to submit after the award of contract.   | No changes, tender conditions prevail.   |
| 15         | Clause 2.7 (2),<br>Page 62                               | Multi Beam Echo Sounder  | Multi beam echo sounder should not be mandatory as they are used in the surveys where the depth to be recorded is very high. Moreover, they are very expensive and since the depth to be maintained is only 3m, single beam echo sounders should be allowed to carry out the surveys. | IWAI is using Multi beam echo sounders satisfactorily in surveys on NW-1. No changes, tender conditions prevail.   |
| 16         | Clause 2.7 (4),<br>Page 62                               | Accommodation Boats River worthiness certificate to be provided at the time of bid submission, from certifying authority.  | Accommodation boats should be optional.   | Submission of details regarding 'Accommodation Boat' is desirable and not mandatory at the time of bid submission.  No changes, tender conditions prevail. |
| 17         | Clause 03, Page<br>131                                   | If the dredger meets any strata such as boulders, ropes, sand stone, stone debris, wooden logs etc., such patches will also continue to be tackled with a modified cutter or cutter teeth like serrated etc. capable for dredging such materials for a length of up to 20 m. Further steps to be taken, should be decided mutually between the Contractor and the Engineer-incharge, if hard strata exist beyond 20 m. | It is requested that the requirement of dredging strata, boulders & sand stone should be waived off. Also it will be impossible to remove wooden logs, ropes etc with cutter suction dredgers. The scope of dredging should be limited to sand, silt & clay only.                     | No changes, tender conditions prevail.   |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No.                 | Tender Clause  | Query   | IWAI Response   |
|------------|--|--|---|---|
| 18         | Clause 06, Page<br>131   | There is substantial braiding in the river which during lean season (Oct / Nov to June) results into shoals at various places which hinder navigation. 2015 Bathymetric survey shows around 91 shoal locations with a total dredge length of about 30.2 kms, in Tribeni- Farakka Stretch with depths less than 3.0 m. The location of shoals in Katwa - Farakka stretch is provided in Annexure C. | Please share with us the latest bathymetry survey report to analyse the no. of shoals and quantity to be dredged during the initial phase.  | The relevant details are provided in Annexure A of the Section VII - Works' Requirements.  No changes, tender conditions prevail. |
| 19         | Pg. No.: 131<br>Clause No.:<br>2(iii) & Pg. No.:<br>131 Clause No.:<br>8 | The tentative dredging quantity in Katwa - Tribeni (152 Km) stretch is 16.486 Lakh cum for three years. and The tentative dredging quantity in Katwa - Tribeni (152 Km) stretch is approx. 14.438 Lakh cum for three years.  | There is a mismatch in tentative dredging quantity. Please clarify.   | The tentative dredging quantity is 16.486 Lakh cum.  Please refer the amendment sheet.  |
| 20         | Clause 10, Page 133  | 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.   | Please share with us the latest bathymetry survey report to analyse the quantity to be dredged as the no. of dredgers to be deployed can be decided as per the quantity to be dredged.  | Please refer response to query no. 18.  |
| 21         | Clause 11(VI),<br>Page 134   | 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.   | Clause should be amended as. In case any cargo vessel is grounded due to reasons attributed to contractor, then the service provider shall make arrangement for rescue of the vessels by providing rescue tugs at his own cost. | No changes, tender conditions prevail.  |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause   | Query  | IWAI Response   |
|------------|--|---|--|---|
| 22         | Clause 21(i),<br>Page 141                                | In the event of non-availability of dumping site, Employer shall not be responsible for delays caused in the dredging operation / maintenance of navigational channel.  | Dumping site should be provided by IWAI.   | No changes, tender conditions prevail.  |
| 23         | Clause 21 (J),<br>Page 141                               | In case obstructions like concrete piles, structures of fishing nets, plastic debris, fallen trees, sunken boats etc. are encountered, those will be removed by the Service Provider and no extra payment on this account shall be admissible to the Service Provider | Contractors should be paid extra<br>for removing external objects from<br>the river bed as this would involve<br>hiring of equipments other than<br>cutter suction dredgers. | No changes, tender conditions prevail.  |
| 24         | Sr. No.: I, Page<br>200                                  | '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.                                     | This clause shall be deleted.  | No changes, tender conditions prevail.  |
| 25         | Sr. No.: XII,<br>Page 200                                | All required noise and vibration control measures are to be adopted in Dredgers. Cutter suction Dredgers should be avoided as much as possible which produces more noise and vibration. No Drilling and Blasting is to be carried out.                                | This clause shall be deleted.  | No changes, tender conditions prevail.  |
| 26         | Sr. No.: XIII,<br>Page 200                               | Pre geo-tectonic studies has to be completed and the strata to be dredged is predetermined with complete data pertaining to hardness, compressive and tensile strengths.  | Should be carried out by the employer  | Based on the strata, if required same shall be carried out by Contractor. No changes, tender conditions prevail.  |
| 27         | Sr. No.: XVIII,<br>Page 201                              | Disposal places of Dredged sediments needs to be predetermined, along the shore by assessment of suitability, which will not affect the shoreline (erosion) and also causing impacts during monsoon and flooding.   | IWAI should do the required assessment and provide suitable disposal area for dumping the dredged spoil  | Please refer 'Section VII, Clause 16:<br>Disposal of Dredged Material.'<br>No changes, tender conditions prevail. |
| 28         | Sr. No.: XIX,<br>Page 201                                | As much as possible, it shall not be disposed off in the river itself, and the site should be such that the dispersion is quicker by undertaking modelling studied.   | IWAI should do the required assessment and provide suitable disposal area for dumping the dredged spoil  | Please refer 'Section VII, Clause 16:<br>Disposal of Dredged Material.'<br>No changes, tender conditions prevail. |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause      | Query  | IWAI Response   |
|------------|--|--------------------|--|---|
| 29         | Clause GCC<br>47.1, Page 235                             | Liquidated Damages | Once the contract is awarded and the quantity to be dredged is finalised, sufficient time should be given to the contractor to achieve the LAD without imposing any LD.  | Please refer 'Section IX, Clause GCC 1.1 (hh)'. No changes tender conditions prevail.   |
| 30         |  |                    | If the water level goes down drastically during the lean seasons due to any reasons which is not attributed to the contractor, then the contractor should be given sufficient time to obtain the LAD without imposing any Liquidated damages or penalty. | No changes, tender conditions prevail.  |
| 31         |  |                    | If the channel gets filled due to collapse of bandals, due to any reasons which is not attributed to the contractor, then the contractor should be given sufficient time to obtain the LAD without imposing any Liquidated damages or penalty.           | No changes, tender conditions prevail.  |
| 32         |  |                    | All the charts and diagrams provided in the tender documents are not legible. Please provide clear copy of the same.   | Same shall be provided. Additionally, if required, latest survey charts for Katwa – Tribeni may be obtained from Regional Offices of IWAI in Kolkata. Please see the amendment sheet. |
| 33         |  |                    | Please provide DPR, LAD and FER report for the stretch.  | Chainages of the stretch along with LAD data and no. of shoals in the stretch are provided in Section VII.  No changes, tender conditions prevail.                                    |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No.             | Tender Clause  | Query  | IWAI Response  |
|------------|--|--|--|--|
| 34         |  |  | Latitude and Longitude of the shoals may please be provided.   | Please refer response to query no. 33.   |
| 35         |  |  | Following multiplication factor clause to be included to arrive at the current price level to calculate the work experience & Financial criteria:  Year 2021-22 - 1.0  Year 2020-21 - 1.1  Year 2019-20 - 1.21  Year 2018-19 - 1.33  Year 2017-18 - 1.46  Year 2016-17 - 1.60  Year 2015-16 - 1.75 | The multiplication factor is given as 5% as per Section III, Clause 2.4.2 (d).  No changes, tender conditions prevail.   |
| 36         | Section I -<br>Instruction to<br>Bidders, Cl<br>7.2, page 15         | The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself. on its own risk and responsibility, all information that may be necessary for preparing the bid and entering a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. | If a collective visit is being organized by IWAI. please do apprise the interested bidders of the date and time of the visit.  | For site visit bidders are advised to contact: Director, Inland Waterways Authority of India, P-78, Garden Reach Road, Kolkata – 700043, West Bengal Mail ID: dirkol@iwai.gov.in, Phone nos. 033-24390393 & 24395577 Please refer amendment sheet. |
| 37         | Section I –<br>Instruction to<br>Bidders,<br>Clause 18.1,<br>Page 21 | Bids remain valid for 90 days  | Not aligned with ITB 18.1 as per BDS.  | Bid validity shall be 120 days.<br>Please refer to clause 18.1 of BDS.<br>No changes, tender conditions<br>prevail.  |

| S | /                   | Tender Clause   | Query  | IWAI Response                          |
|---|---------------------|---|--|--|
| 3 | 39 ITB 18.1 Page 39 | 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.                 | I                                      |
| 3 | ) ITB 33.3 Page 41  | <ul> <li>(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 25% of the total contract amount.</li> <li>(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 sub-contractors must meet the minimum criteria for the relevant work to be subcontracted failing which such sub-contractors will not be permitted to participate.</li> <li>(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.</li> <li>[Note: Work should not be split into small parts and subcontracted].</li> </ul> | Please keep this within 10% limit as per earlier tenders and also stated at different clauses in the same tender document. | No changes, tender conditions prevail. |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No.              | Tender Clause   | Query   | IWAI Response   |
|------------|---|---|---|---|
| 40         | Section VII -<br>Work<br>Requirements,<br>Cl 2<br>8, page 131         | Cl 2: The tentative dredging quantity in Katwa - Tribeni (152 Km) stretch is 16.486 Lakh cum for three years. Cl 8: The tentative dredging quantity in Katwa - Tribeni (152 Km) stretch is approx. 14.438 Lakh cum for three years.   | Request to maintain same quantity at all locations.                           | Please refer to response to query no. 19.   |
| 41         | Section VII,<br>Clause 19,<br>Multi Beam<br>Echo Sounder,<br>Page 140 | Multi Beam Echo Sounder  The digital echo sounder for hydrographic surveys shall in principle be operated in the 210 kilo Hertz range (narrow beam transducer). It shall not be permitted for any reason to use a lower operational frequency of the echo sounder for the Post-dredging survey than that has been used for the Pre-dredging survey. The digital echo sounder shall have an accuracy of not less than 0.1 m.  At the start of each hydrographic survey, the AHSS is to be calibrated to the specified accuracy. To this effect, the Contractor shall establish a fixed point (or fixed points) with known coordinates such that the survey boat can easily be positioned with the transducer of the echosounder always in the same position relative to the calibration point. | Request to specify a range between 200 – 450 kHz as standard multibeam range. | No changes, tender conditions prevail.  |
| 42         | Clause 21,<br>Other<br>conditions,<br>Page 141                        | (f) The Service Provider may execute the work round<br>the clock and on all days including Sundays and Public<br>Holidays with the permission of the Engineer-in-charge<br>in writing excepting National Holidays and subject to  | Please confirm as no time restriction for working in this stretch.            | Dredging operations are to be carried out as per Section VII, Clause 21 except to minimize noise impacts on the residents of nearby |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No.          | Tender Clause  | Query  | IWAI Response   |
|------------|---|--|--|---|
|            |   | such restrictions as may be imposed by State Govt./local body.   |  | settlements. Dredgers to be equipped with Noise reduction / masking equipment to reduce noise generation.  No changes, tender conditions prevail. |
| 43         | Appendix A to<br>General<br>Conditions<br>Appendix I,<br>Page 200 | '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. Please remove this clause.  | No changes, tender conditions prevail.  |
| 44         | GCC 7.1, Page 220   | The ceiling for sub-contractor is 25% [This is in addition to what was stated in bid and incorporated in contract agreement.]. Hiding information about any sub-contracting not authorized by the Employer shall be treated as violation of Appendix A to General Conditions (Fraud and Corruption). | Maximum sub-contract shall be 10% as mentioned in earlier contracts. Please clarify.   | Please refer to Clause GCC 7.1 and GCC 8.1.  No changes, tender conditions prevail.   |
| 45         | GCC 9.1, Page<br>221  | The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid   | Please replaceThe Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal or better to or better than |   |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause   | Query  | IWAI Response                          |
|------------|--|---|--|--|
|            |  |   | those as specified for qualification in the Bid  |  |
| 46         | GCC 9.10,<br>Page 221 &<br>222                           | The following is inserted as GCC 9.10:  "The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification; and shall also include the Code of Conduct for Contractor's Personnel. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur." | Sharing internal employment documents is breach of contract between employee and employer.  Rather Contractor shall produce all compliances as required for Employment (such as PPF contribution etc.) to support the same.  Please amend accordingly. | No changes, tender conditions prevail. |
| 47         | GCC 13.1 (add<br>new 13.6),<br>Page 222                  | 1. Insurance of Works  Contractor is required to take Contractor's All Risk Policy or erection all risk policy (as the case may be)   | Please remove the complete clause as GCC 13.1 suffice the requirement.  This was never part of earlier bids.   | No changes, tender conditions prevail. |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause  | Query   | IWAI Response                          |
|------------|--|--|---|--|
|            |  |  | Since the contract is for maintaining the LAD on weekly basis by using, this clause will not be applicable and was not the part of earlier contracts.  Scope of Work as defined in Clause 2, Section VII (page 132) clarifies that no constructional activities are involved. |  |
| 48         | GCC 16.1 (add<br>new 16.2),<br>Page 226                  | ES Management Strategies and Implementation Plans The following is inserted as a new sub-clause 16.2:  "16.2 The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Project manager gives consent, a consent that shall not be unreasonably delayed, that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract | This is again applicable for construction related projects.  Please remove.  Scope of Work as defined in Clause 2, Section VII (page 132) clarifies that no constructional activities are involved.   | No changes, tender conditions prevail. |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause  | Query  | IWAI Response  |
|------------|--|--|--|--|
| 49         | Section IX -<br>PCC ><br>GCC 20.1,<br>Page 227           | The Site Possession Date(s) shall be: [insert location and date(s)]  The Site Possession Dates shall be: Section 1   | This clause is irrelevant to this Contract.  Please remove.  | Please refer Section IX, Clause GCC 1.1 (dd). No changes, tender conditions prevail.   |
| 50         | GCC 24.4,<br>Page 227                                    | The procedure for adhoc arbitration will be as follows.  (a) In case   | At many places the guideline for inserting the clause / clarification has not been deleted or amended. Request to share the clean version to analyze the clause in totality. | A clean version of the clause is provided. Please refer amendment sheet.   |
| 51         | Section IX -<br>PCC, (Add<br>GCC 26.3),<br>Page 230      | The period between Program updates is [insert number] days. The amount to be withheld for late submission of an updated program is [insert amount say Rs. 500,000].  | The amount is unwarranted and will result in unwanted disputes.  Please remove.  | The period between Program updates is 90 days. The amount to be withheld for late submission of an updated program is Rs. 500,000. Please refer amendment sheet. |
| 52         | Section IX -<br>PCC, GCC<br>40.3, Page 232               | The scale of survey should be 1:5000 for all four weekly surveys in the month. Contractor will prepare the survey charts and submit to Employer for approval along with soft copy. Echo roll, Measurement Book etc. related to the measurement. Employer will issue the approved charts to the Contractor. | Request you remove the requirement of the Echo roll & Measurement Book as they will not work with a Multibeam echosounder.   | Echo roll is deleted. Please refer the Amendment sheet.  |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause  | Query  | IWAI Response                          |
|------------|--|--|--|--|
| 53         | GCC 41.1,<br>Page 233                                    | Interest rate for Delayed payment is 7.75% per annum (insert the number corresponding to the State Bank of India prime lending rate).  | Request to reinstate as per earlier tender i.e. 8%.  | No changes, tender conditions prevail. |
| 54         | GCC 47.1,<br>Page 235                                    | GC 47.1 to be read as The Liquidated Damages (LD) is applicable.   | Request to remove this word Liquidated Damages (LD) as it is misleading.  Reinstate as per last tender.  | No changes, tender conditions prevail. |
| 55         | Section IX -<br>PCC, GCC<br>47.1, Page 235               | Table  SI. Deductions for the Assured Depth Period of services from the Date of Commencement of Service LAD → 3.0 M & CBW → 45 M 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  2 On achieving the assured depth of 2.9 m & width of 45 m  3 On achieving the assured depth of 2.8m & width of 45 m  4 On achieving the assured depth of 2.8m & width of 45 m  5 For a depth less than 2.7 m & width of 45 m  5 For a depth less than 2.7 m & width of 45 m  5 For a depth less than 2.7 m & width of 45 m  6 Deduction to be applied as percentage of monthly bill for each non-compliance found in a joint weekly survey during the month  Nil  20% for each weekly default depth of 2.8m & width of 45 m  5 For a depth less than 2.7 m & width of 45 m | Please replace as follows:  Deduction to be applied as percentage of monthly bill for each non-compliance found in a joint weekly survey during the month  Nil  5% for each weekly default  7.5% for each weekly default  12.5% for each weekly default  25% for each weekly default | No changes, tender conditions prevail. |
| 56         | Section IX -<br>PCC, GCC<br>47.1, Page 235               | If a weekly joint survey establishes that the Service Provider failed to maintain the navigational marks according to stipulations in Section VII, Part A 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.  | Request you to change this deduction to the amount of 1%, as considered for earlier projects.  | No changes, tender conditions prevail. |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause   | Query  | IWAI Response   |
|------------|--|---|--|---|
| 57         | Section IX -<br>PCC, GCC<br>49.1, Page 236               | GC 49.1 to be read as:  The amount of the Advance Payment is ten (10) percent of the Contract Price.  | We consider that the given Advance payment is an 'interest free' advance.  Please confirm.   | Yes, the advance payment is interest free.  |
| 58         | Section IX -<br>PCC, GCC<br>50.1, Page 237               | "GCC 50.1 is replaced with the following  The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security and an Environmental, Social, Safety and Health (ESHS) Performance Security for the due performance of the Contract.  • The Performance Security will be in the form of a 'demand guarantee' in the amount of 5 % of the contract amount in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer.  • The ESHS Performance Security will be in the form of a "demand guarantee" in the amount(s) of 1.5% of the Contract Amount and in the same currency(ies) of the Accepted Contract Amount. | Pursuant to Circular No. F 9/4/2020-PPD, Govt. of India, Ministry of Finance, Dept. of Finance, Procurement policy Division, reduced the Performance Security from existing 5-10% to 3% of the Contract.  Request you to change the Performance security to 1.5%, so that there is a cumulative 3% which includes the ESHS performance security of 1.5% as well. | For a World Bank project – the procurement guidelines of the World bank are to be followed.  No changes, tender conditions prevail. |
| 59         | PCC, GCC<br>58.1, Page 239                               | The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20%.   | The maximum applicable penalty cannot be more than the performance security i.e. 10% of contract value as specified.   | No changes, tender conditions prevail.  |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause  | Query   | IWAI Response  |
|------------|--|--|---|--|
|            |  |  | Hence request to remove any additional penalty clauses.   |  |
| 60         | GCC 62.0,<br>Page 240                                    | (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague  | Please insert strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, pandemic, quarantine and plague | No changes, tender conditions prevail.   |
| 61         | GCC 63, Page<br>241                                      | Before the works of any part thereof begin, the Contractor shall survey and take levels of the site of the works both above and below water level and agree all particulars on which the measurements of the works are to be based. Such particulars shall be recorded and after agreement; the drawings shall be signed by the Employer / Engineer-In-Charge and the Contractor. Similar procedure is to be followed in post dredging survey. Benchmark | Please note that the said contract is based on LAD, where water column is measured without any establish benchmark.  The added clause does not applies in the tendered work and hence request to remove.  | This is used for setting up of water levels.  No changes, tender conditions prevail. |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause  | Query  | IWAI Response  |
|------------|--|--|--|--|
| 62         | GCC 64, Page<br>241                                      | Setting out the Works (new clause added)  The Employer shall furnish the relevant existing grid points with bench Mark with reference to permanent bench marks. It shall be Contractor's responsibility to the set out the necessary central points on land and to set out alignment. The Contractor shall have in his employees, an efficient survey team for this purpose and the accuracy of such setting out works shall be Contractor's sole responsibility   | Please note that the said contract is based on LAD, where water column is measured without any establish benchmark.  The added clause does not applies in the tendered work and hence request to remove. | No changes, tender conditions prevail.   |
| 63         | GCC 65, Page<br>242                                      | Conditions for Dredging Operations (new clause added)  The decision of EIC to accept the work done with or without the Liquidated damages shall be final and binding.  The measurement of depth in the navigation channel shall be carried out by conducting Thalweg surveys every week, jointly by the Contractor and the representative of IWAI under the supervision of Engineer-in-charge or his nominee & its chart should be plotted by the contractor in presence of Engineer representatives. In case of shortcomings observed by the Engineer-in-charge or his nominee, the cross-sectional survey is to be carried out | No LD is applicable  No Thalweg Survey.  | No changes, tender conditions prevail.  Thalweg survey to be read as Bathymetric survey. Please refer amendment sheet. |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause  | Query   | IWAI Response                          |
|------------|--|--|---|--|
|            |  | soundings shall be taken continuously and plotted at 4 m interval on the cross-section. The cross-section shall be extended up to 20 m beyond the limits of the channel on either side.  |   |  |
|            |  | The Contractor may execute the work round the clock and on all days including Sundays and Public Holidays except National Holidays subject to such restriction as may be imposed by State Govt./local body.  | Work time restriction if applicable ?                                       | No changes, tender conditions prevail. |
|            |  | The rate of dredging quoted per cum will squarely and totally include all the charges to be paid to the contractor by the Authority. The rate quoted shall include all taxes, duties and any other levies. No additional payment on any such account shall be payable by IWAI. No extra charges for the idling the dredger during the monsoon period will be paid to the Contractor. | Please note that the said contract is based on LAD not on volumetric basis. | C ,                                    |
|            |  | The Contractor will submit to the authority a bill in triplicate for channel dredged corresponding to a length/quantity acceptable to the Engineer-in-Charge which could be decided after the pre-dredging survey depending on length of each shoal to be dredged. The bills shall be accompanied with 3 sets each of pre and  |   |  |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause   | Query                              | IWAI Response                          |
|------------|--|---|------------------------------------|--|
|            |  | post dredging survey charts and also detailed calculations on dredging quantity.  The Employer may engage the agency on behalf of the Contractor as per the state/central Govt organization on pollution or coastal management authority to carry out the test of the dredged material at regular interval for the regulating the dumping activities. In case of any adverse report, the Contractor shall comply the instruction of EIC.  During execution of the work, if any environmental degradation occurs, consequent on dumping of dredged material, re-conveyance of the material shall be done by the Contractor at his cost, without claiming additional payment from IWAI. | Not required under present tender. | No changes, tender conditions prevail. |
|            |  | Any charge incurred on testing of the dredged material, testing / analyzing the quality of water for adopting environmental safe guards, minimizing detrimental impacts, enhancing the beneficial aspects of the project and for effective management of the environmental resources affected by the project shall be met by the  | Please clarify.                    | No changes, tender conditions prevail. |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No.  | Tender Clause  | Query  | IWAI Response  |
|------------|---|--|--|--|
|            |   | Contractor. No additional charges on any account shall be payable by IWAI.   |  |  |
|            |   | In case the dredged quantity is in excess of 20% of the estimated quantity in pre dredging survey, the report of the same along with all relevant details are to be referred to the Engineer-in-Charge. This Reporting and referring to the Engineer-in-Charge is to be done within 15 days of part completion or completion of the shoal. No dispute,                                     | Not Volumetric Contract, hence should not be applicable.   | Please refer amendment sheet.  No changes, tender conditions   |
|            |   | whatsoever arising thereafter will be entertained on this account  | The added clause does not apply in the tendered work and hence request to remove.  | prevail.   |
| 64         | NA  | NA   | Request to remove multiple guideline comments from the given tender for better clarity.  | No changes, tender conditions prevail.   |
| 65         | Qualifications,<br>Clause 2.4:<br>Experience,<br>Page 55 and<br>Compliance<br>Requirements<br>for Each<br>member of JV<br>for 2.4.1, 2.4.2<br>(a) and (b) | Clause 2.4.1: General Dredging Experience in Ports / River, Management of Vessel, Manning of Vessel or Vessel related Marine Works  Experience under construction contracts for similar works such as those pertaining to General Dredging Experience in Ports / River / Lakes/ Canals / Water Bodies, including Management of Vessel and Manning of Vessel or Vessel related Marine Works | It is requested that atleast one member of JV should be permitted to meet full requirement of having executed works of similar nature in clause no. 2.4.1, 2.4.2 (a) and (b).  The proposed amendment will allow more bidders in JV, who | The tender conditions of qualifications were based on Standard document of the World Bank and the similar qualification criteria were published in all the earlier dredging related tenders of Jal Marg Vikas Project.  No changes, tender conditions prevail. |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause   | Query  | IWAI Response |
|------------|--|---|--|---------------|
|            |  | <ul> <li>River Dredging and management of dredging materials.</li> <li>Dredged material used in reclamation of port / harbour will also be considered.</li> <li>in the role of contractor, JV member, sub-contractor, or management contractor for at least the last seven [7] years prior to the bid submission deadline.</li> <li>Clause 2.4.2 (a): Specific Dredging and Contract Management Experience</li> <li>Bidder should have successfully completed as a prime contractor, JV member, management contractor or sub-contractor, minimum</li> </ul> | have only financial limitations, to qualify in tender without compromising on full technical criteria requirement.  In such cases, dredging companies may be allowed to participate in JV with infrastructure companies as already permitted by IWAI in one of their tenders e.g. TENDER No. IWAI/PR2/Dredging/2021 for National Waterways in NER. |               |
|            |  | Three similar works each costing not less than INR 8.72 Crs Or  Two similar works each costing not less than INR 10.90 Crs Or  One similar works costing not less than INR 17.44 Crs  within the last seven (7) years (FY 2015-16 to FY 2021-22), which is similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer's requirements.   |  |               |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause  | Query   | IWAI Response  |
|------------|--|--|---|--|
|            |  | Clause 2.4.2 (b): Specific Experience  For the above or other contracts executed during the period stipulated in 2.4.2(a) above, at least in one year a minimum construction experience in any of the following key activities:  a. Dredging Experience in Ports / River / Canal / Water bodies Or  b. Manning of Vessel / Vessel related Marine works Or  c. Management of Vessel in River / Sea  |   |  |
| 66         | Clause 2.4.2<br>(c), Page 58                             | Clause 2.4.2 (c): Specific Experience in managing ES aspects  For the contracts in 2.4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2016 and Application submission deadline, experience in managing ES risks and impacts in the following aspects: [Based on the ES assessment, specify, as appropriate, specific experience requirements to manage ES aspects.] | This Clause may please be deleted as it restricts qualification of most of the dredging companies which reduces the competitiveness of the tendering process. | No changes, tender conditions prevail.   |
| 67         | Clause 2.7 (1),<br>Page 64                               | Clause 2.7 : Equipment   | River Worthiness Certificate should be allowed to submit after the award of contract.   | The clause mentions "The Bidders to ensure that fitness certificate of the equipment like Dredgers & |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause |   |  |                                   |   | Query  | IWAI Response  |
|------------|--|---------------|---|--|-----------------------------------|---|--|--|
|            |  | -             | Sidder must demons<br>by Contractor's equi-   |  |                                   |   |  | Survey Vessels should be duly certified by an authorized certifying agency at the time of Bidding."  |
|            |  | 1<br>2        | Equipment Type and Characteristics  Cutter Suction Dredger with suitable discharge pipes.  River worthiness certificate to be provided at the time of bid submission, from certifying authority.  Survey Vessel with Multi beam eco-sounder, Altimeter for facilitating the measurement of Depth & Width of the Channel.  River worthiness certificate to be provided at the time of bid submission, from certifying authority. | Minimum 250 cum / hr. of solids  Having suitable capacity  | Minimum<br>Number<br>required  02 | The details of these equipment shall be submitted at the time of bidding along with their technical details, for the purpose of evaluation of bids. |  | Since, evaluation of equipment is a necessary step to establish bidder's qualification — River Worthiness certificate is required.  No changes, tender conditions prevail.  The clause mentions "Successful"   |
|            |  | 4             | Tug Boats River worthiness certificate to be provided at the time of bid submission, from certifying authority.  Accommodation Boats River worthiness certificate   | Having suitable capacity for pulling the Dredgers and allied equipment / floating boats / pipelines etc.  To accommodate operational | 01                                | Desirable at the time of bidding.   | Accommodation Boats: River Worthiness certificate to be provided at the time bid | bidder shall produce the fitness certificate of the equipment like Tug Boats, Accommodation Boat duly certified by an authorized certifying agency at the time of deployment at dredging site." It is not mandatory to submit River Worthiness Certificate for 'Accommodation Boat' at the |
|            |  |               | to be provided at the time<br>of bid submission, from<br>certifying authority.  | staff.   |                                   |   | submission, from certifying authority.   | time of bidding, it is desirable.  No changes, tender conditions prevail.  |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause  | Query   | IWAI Response  |  |  |
|------------|--|--|---|--|--|--|
|            |  | Bidders to Note:   i. The Bidders to ensure that fitness certificate of the equipment like Dredgers & Survey Vessels should be duly certified by an authorized certifying agency at the time of Bidding  ii. Successful bidder shall produce the fitness certificate of the equipment like Tug Boats, Accommodation Boat duly certified by an authorized certifying agency at the time of deployment at dredging site. | Accommodation boats should be optional.   | No changes, tender conditions prevail.   |  |  |
| 68         | GCC 47.1,<br>Page 237                                    | GC 47.1 to be read as:  The Liquidated Damages (LD) is applicable  | Once the contract is awarded and the quantity to be dredged is finalized, sufficient time should be given to the contractor to achieve the LAD without imposing any LD. | This bid will result in a 'Performance based contract for achieving LAD' and the payment would be based on achieving LAD and not dredged quantity and accordingly, deductions shall apply as per clause GCC 47.1. Further, 'Date of Commencement of Services' is defined in Clause 1.1 (hh). |  |  |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No.                             | Tender Clause   | Query  | IWAI Response   |
|------------|--|---|--|---|
|            |  |   |  | No changes, tender conditions prevail.  |
|            | CL. 2 Scope of<br>work Page 130<br>& Cl. 8   | Cl. 2 reads "The tentative dredging quantity in Katwa - Tribeni (152 Km) stretch is 16.486 Lakh cum for three years."   | Kindly clarify the tentative quantity to be dredged.   | The tentative dredging quantity is 16.486 Lakh cum. Please refer the amendment sheet.   |
| 69         | Quantity of Dredging Page 131 Section VII – Works' Requirements                      | Cl. 8 reads "The tentative dredging quantity in Katwa - Tribeni (152 Km) stretch is approx. 14.438 Lakh cum for three years"  | Kindly provide the latest survey chart for estimation of the same.   | The relevant details are provided in Annexure A of the Section VII – Works' Requirements.  No changes, tender conditions prevail. |
| 70         | Cl. 8 Quantity of Dredging Page 131 Section VII – Works' Requirements                | However, it is a fact that the quantum of dredging and Bandalling as well as erection and maintenance of navigational aids (day channel markings) varies year to year based on the condition of channel after flood season and it may vary to the tune of + 10% to 25%. | It is requested to provide<br>survey charts of at least last 5<br>years and latest survey chart<br>preferably in CAD compatible<br>format. | The relevant details are provided in Annexure A of the Section VII – Works' Requirements.  No changes, tender conditions prevail. |
| 71         | Cl. 9 Quantity<br>of<br>Dredging Page<br>133 Section<br>VII – Works'<br>Requirements | Dredging is to be carried out with suitable Cutter Suction Dredgers having capacity of minimum 250 cum solids per hour in shallow patches. Cutter suction dredgers can also be supported by backhoe dredgers, water injection dredgers (WIDs) and plough dredgers.      | It is requested to provide the soil data to assess the merits of deploying Backhoe/ WID/ Plough Dredgers.                                  | The relevant details are provided in Annexure A of the Section VII – Works' Requirements.  No changes, tender conditions prevail. |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No.                                  | Tender Clause   | Query  | IWAI Response                          |
|------------|---|---|--|--|
| 72         | Cl. 19. Multi<br>Beam Echo<br>Sounder page<br>140 Section<br>VII – Works'<br>Requirements | Multi Beam Echo Sounder The digital echo sounder for hydrographic surveys shall in principle be operated in the 210 kilo Hertz range (narrow beam transducer). It shall not be permitted for any reason to use a lower operational frequency of the echo sounder for the Post-dredging survey than that has been used for the Pre-dredging survey. The digital echo sounder shall have an accuracy of not less than 0.1 m.  | Multi beam echo sounder require minimum depth to record survey data properly and hence, not suitable for shallow depths. Also, Multibeam echo sounder is expensive compared to singe beam.  Hence, Employer may review to consider for combination of Single beam & multi beam echo sounder for surveys as feasible. | Please refer response to query no. 15. |
| 73         | Cl. 3. Technical Specifications page 131 Section VII – Works' Requirements                | The material to be dredged is sand, silt, soft clay or a mixture of these materials, compact and sediment clay. If the dredger meets any strata such as boulders, ropes, sand stone, stone debris, wooden logs etc., such patches will also continue to be tackled with a modified cutter or cutter teeth like serrated etc. capable for dredging such materials for a length of up to 20 m. Further steps to be taken, should be decided mutually between the Contractor and the Engineer-in-charge, if hard strata exist beyond 20 m. | Hard Material/ Rock Dredging may be excluded from scope of work & dredging such material during course of dredging shall be at mutually agreed Rate, Time, Terms and Conditions.   | No changes, tender conditions prevail. |

| Sr.<br>No. | Section No.<br>Clause, Sub<br>Clause No.<br>and Page No. | Tender Clause              | Query   | IWAI Response   |
|------------|--|----------------------------|---|---|
|            |  | Survey Charts & Water Data | It is requested to provide as available survey data (preferably in CAD compatible format) of proposed stretches                           | No changes, tender conditions prevail.  |
| 74         | -  |                            | It is also Requested to provide available recorded Water level & Discharge data for the proposed stretches for last 5 years, if possible. | The relevant details are provided in Annexure A of the Section VII – Works' Requirements.  No changes, tender conditions prevail. |

# Annex-2

# Amendment - 4

Name of the Work: Fairway Maintenance on performance-based dredging in Katwa - Tribeni (152 km) Stretch of National Waterway -1 (River Ganga)

Contract Package No: IN-IWAI-332927-CW-RFB

| S   | Section                           | Existing Text  | To be Read as   |
|-----|-----------------------------------|--|---|
| No. | No.                               |  |   |
|     | Clause,<br>Sub                    |  |   |
|     | Clause No.                        |  |   |
| 1.  | IFB, Clause 5                     | Bidding documents are available online on CPP Portal https://eprocure.gov.in/eprocure/app from 09.01.2023 to 8.02.2023 for a non-refundable fee as indicated in the table below  | Bidding documents are available online on CPP Portal https://eprocure.gov.in/eprocure/app from 09.01.2023 to 10.03.2023 for a non-refundable fee as indicated in the table below  |
| 2.  | IFB, Clause 7                     | All Bids must be accompanied by a bid security (or "Bid-Securing Declaration," as appropriate) of the amount specified for the work in the table below, drawn in favour of IWAI Fund Bid security will have to be in any one of the forms as specified   | All Bids must be accompanied by a bid security of the amount specified for the work in the table below, drawn in favour of IWAI Fund Bid security will have to be in any one of the forms as specified  |
| 3.  | IFB, Clause<br>8                  | Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on https://eprocure.gov.in/eprocure/app on or before 15:00 hours on 08.02.2023 and the 'Technical Part' of the bids will be publicly opened online on the same day at 15:30 hours                        | Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on https://eprocure.gov.in/eprocure/app on or before 15:00 hours on 10.03.2023 and the 'Technical Part' of the bids will be publicly opened online on the same day at 15:30 hours |
| 4.  | IFB, Clause 9                     | The bidders are required to submit (a) original payment documents towards the cost of bidding document; and registration on e-procurement website (if applicable); (b) original bid security or Bid-Securing Declaration in approved form; and (c) original affidavit regarding correctness of information furnished with bidding document | The bidders are required to submit (a) original payment documents towards the cost of bidding document; and registration on e-procurement website (if applicable); (b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with                       |
| 5.  | Section II,<br>ITB,<br>Clause 4.6 | Deleted (unless the Employer has previously used bid securing declaration as bid security).  | Deleted   |

| ITB.<br>Clau | <b>´</b> | A site visit conducted by the Employer shall be organized on request.  The factor is 5.52 % per annum. – However, the clause is not   | A site visit conducted by the Employer shall be organized on request. For Site visit bidders are advised to contact:  Director, Inland Waterways Authority of India, P-78, Garden Reach Road, Kolkata – 700043, West Bengal  Email: dirkol@iwai.gov.in, Phone nos. 033 – 24390393 & 24395577  Deleted   |
|--------------|----------|---|---|
| ITB.         | ,        | applicable as this is an adjustable price contract.   |   |
| ITB.         | use 19.3 | Other type of acceptable securities are:  Online cash transfer (if applicable, provide full details)  Bank details: Advising Bank: Union Bank of India Bank Account no.: 513202050000007  IFSC Code: UBIN0551325  Name of beneficiary: IWAI FUND  Branch name: Sector 15, Naya Bans, NOIDA  Address: Sector 15, Naya Bans, NOIDA - 201301 | Other type of acceptable securities are:  Online cash transfer (if applicable, provide full details) / e- Bank Guarantee  Bank details: Advising Bank: Canara Bank Bank Account no.: 87781010014534 IFSC Code: CNRB0018778 Name of beneficiary: IWAI FUND Jal Marg Vikas Branch name: Sector 18, NOIDA (Morna) Address: Sector 18, NOIDA (Morna) – 201301  The Bank Guarantee issued in paper for shall become operative only when the Bank Guarantee advice transmitted through SFMS is advised to the Beneficiary by the Advising Bank.  The details of Advising Bank are as under: Name of the Bank: Canara Bank Branch Name & Address: Morna Noida, B16/17, Ground Floor, Sector-18, Noida (201301), UP |

|     |  |  |  |  |   |  |                                       |   | FS Code: CNRB0018  | 778   |   |   |   |   |
|-----|--|--|--|--|---|--|---------------------------------------|---|--|---|---|---|---|---|
| 9.  | Section II,<br>ITB,<br>Clause 19.9   | Deleted (unless the declaration as bid secu  |  | yer prop   | oses u  | se of 1  | bid securing                          | ] | Deleted  |   |   |   |   |   |
| 10. | ITB,<br>Clause 39.2  | Not existing   |  |  |   |  |                                       |   | New Clause added For determining aggreyears' prices for Serveliscounting these prices assuming only for purpayable at the end of the NPV, discount factor of   | ices questes to to the pose of the respective forces of the respective | oted in the Date the eval                     | he Pric<br>of Con<br>uation<br>rs. For t  | ed Acti<br>nmence<br>that the<br>he purpe   | vity Schedule, by<br>ment of Services,<br>quoted prices are<br>ose of determining |
| 11. | Section III,<br>Clause<br>2.2.1,<br>History of<br>Non<br>Performing<br>Contracts | Non-performance of contractor default sinc   |  |  |   | ccur as  | a result of                           |   | Non-performance of a<br>default since 1st Janua  |   |   | ot occur  | as a re   | esult of contractor   |
| 12. | Section III,<br>Clause<br>2.3.1,   | Qualification Criteria  Requirement  | Single<br>Entity   | Compliance Re  | equirements   |  | Documentation Submission Requirements |   | Qualification Criteria  Requirement  | Single<br>Entity  | Compliance Re                                 | equirements<br>ture where pe  | ermitted  | Documentation Submission Requirements   |
|     | Financial Capabilities   |  |  | All Parties<br>Combined                                    | Each<br>Member  | One<br>Member  | •                                     |   |  |   | All Parties<br>Combined                       | Each<br>Member  | One<br>Member   |   |
|     | Capaomues  | (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 6 months construction cash flow requirements estimated as <b>Rs.</b> 13.96 Crore for the subject contract(s) net of the Bidders other commitments (b) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works | (a) Must<br>meet<br>require<br>ment<br>(b) Must<br>meet<br>require<br>ment | (a) Must meet the requireme nt  (b) Must meet requireme nt | (a) Must<br>meet at<br>least<br>25% of<br>the<br>require<br>ment<br>as a<br>minimu<br>m | (a) Must<br>meet at<br>least<br>50% of<br>the<br>requirem<br>ent as a<br>minimum | Form FIN - 3.1<br>with<br>attachments |   | (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 6 months construction cash flow requirements estimated as <b>Rs.</b> 13.96 Crore for the subject contract(s) net of the Bidders other commitments (b) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works | (a) Must meet require ment  (b) Must meet require ment  | (a) Must meet the requireme nt  (b) Must meet | (a) Must<br>meet at<br>least<br>25% of<br>the<br>require<br>ment<br>as a<br>minimu<br>m | (a) Must meet at least 50% of the requirem ent as a minimum  (b) Must meet require ment | Form FIN - 3.1<br>with<br>attachments   |

|     |  | currently in progress and for future contract commitments  (c) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.  | (c) Must<br>meet<br>require<br>ment | N/A                        | (c) Must<br>meet<br>require<br>ment                               | N/A                  |                            | currently in progress and for future contract commitments  (c) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.   | (c) Must<br>meet<br>require<br>ment | N/A                           | (c) Must<br>meet<br>require<br>ment                               | (c) Must<br>meet<br>require<br>ment |                |  |
|-----|--|---|-------------------------------------|----------------------------|---|----------------------|----------------------------|--|-------------------------------------|-------------------------------|---|-------------------------------------|----------------|--|
| 13. | Section III,   | Qualification Criteria  |                                     | Compliance                 | Requiremen  | its                  | Documentation              | Qualification Criteria   |                                     | Compliance                    | Requiremen  | its                                 | Documentation  |  |
|     | Clause 2.4.1,  | Requirement   | Single<br>Entity                    | Joint Ven                  | ture where  | permitted            | Submission<br>Requirements | Requirement  | Single<br>Entity                    | Joint Venture where permitted |   | Submission<br>Requirements          |                |  |
|     | General<br>Dredging  |   |                                     | All Parties<br>Combined    | Each<br>Member  | One<br>Member        |                            |  |                                     | All Parties<br>Combined       | Each<br>Member  | One<br>Member                       |                |  |
|     | Experience in Ports / River, Manageme nt of Vessel, Manning of Vessel or Vessel related Marine Works | Experience under construction contracts for similar works such as those pertaining to General Dredging Experience in Ports / River / Lakes/ Canals / Water Bodies, including Management of Vessel and Manning of Vessel or Vessel related Marine Works  • River Dredging and management of dredging materials. • Dredged material used in reclamation of port / harbour will also be considered. in the role of contractor, JV member, sub-contractor, or management contractor for at least the last seven [7] years prior to the bid submission deadline. | Must<br>meet<br>require<br>ment     | N/A                        | Must meet require ment  Of having execute works of similar nature | N/A                  | Form EXP - 4.1             | Experience under construction contracts for similar works such as those pertaining to General Dredging Experience in Ports / River / Lakes/ Canals / Water Bodies, including Management of Vessel and Manning of Vessel or Vessel related Marine Works  • River Dredging and management of dredging materials.  • Dredged material used in reclamation of port / harbour will also be considered. in the role of contractor, or management contractor, or management contractor for at least the last seven [7] years (FY 2015 – 16 to FY 2021 – 22) prior to the bid submission deadline. |                                     | Must meet requirem ent        | Must meet require ment  Of having execute works of similar nature | N/A                                 | Form EXP - 4.1 |  |
| 14. | Section III,<br>Clause<br>2.4.2 (a),<br>Specific<br>Dredging   | Bidder should have sur<br>JV member, managem<br>Three similar works ea<br>Or<br>Two similar works each  | ent cor<br>ach cos                  | ntractor of<br>sting not l | r sub-co<br>less tha  | ontractor<br>n INR 1 | r, minimum<br>1.17 Crs     | Bidder should have s<br>member, managemen<br>Three similar works e<br>Lakh cum of dredgin<br>Or  | t contra<br>ach cos                 | ctor or su<br>ting not        | ıb-contr  | actor, m                            | ninimum        |  |

|     | and<br>Contract<br>Manageme<br>nt<br>Experience | Or One similar works costing not less than INR 22.34 Crs within the last seven (7) years (FY 2015-16 to FY 2021-22), which is similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer's requirements. | Two similar works each costing not less than INR 13.96 Crs / 2.748  Lakh cum of dredging quantity Or One similar works costing not less than INR 22.34 Crs / 4.3968  Lakh cum of dredging quantity within the last seven (7) years (FY 2015-16 to FY 2021-22), which is similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer's requirements. |
|-----|---|--|--|
| 15. | Section III,<br>Clause<br>2.5.2                 | Relevant OHSAS certificate and Experience in occupational health and safety management over the last 2 years   | Relevant OHSAS certificate and Experience in occupational health and safety management over the last 2 years ( <b>FY 2020 – 21 to FY 2021 – 22</b> )   |
| 16. | Section III,<br>Clause<br>2.5.3                 | Recent Environmental management certificate and experience with environmental management systems over the last 2 years   | Recent Environmental management certificate and experience with environmental management systems over the last 2 years (FY 2020 – 21 to FY 2021 – 22)  |
| 17. | Section IV,<br>Technical<br>Proposal            | Technical Proposal Technical Proposal Forms  - Site Organization   | Technical Proposal Technical Proposal Forms  - Site Organization   |
|     |   | <ul> <li>Method Statement / Dredging Management Plan</li> <li>Mobilization Schedule</li> <li>ES Management Strategies and Implementation Plans</li> <li>Code of Conduct for Contractor's Personnel (ES)</li> </ul>   | <ul> <li>Method Statement / Dredging Management Plan</li> <li>Mobilization Schedule</li> <li>ES Management Strategies and Implementation Plans</li> <li>Code of Conduct for Contractor's Personnel (ES)</li> </ul>   |
|     |   | - Personnel - Equipment  | - Personnel - Equipment  |

|     |  | <ul> <li>Sub-contracting elements or works which in aggregate adds to more than 10% of Bid price (for each the qualifications and experiences on the identified subcontractor in the relevant field should be given)</li> <li>Note: Work should not be split into small parts and subcontracted; but sub-contracting specialized elements of works is acceptable.</li> <li>Others</li> <li>Bidder's Qualification</li> <li>Form of Bid Security - Bank Guarantee</li> </ul> | <ul> <li>Sub-contracting elements or works which in aggregate adds to more than 10% of Bid price (for each the qualifications and experiences on the identified subcontractor in the relevant field should be given)</li> <li>Note: Work should not be split into small parts and sub-contracted; but sub-contracting specialized elements of works is acceptable.</li> <li>Others</li> <li>Bidder's Qualification</li> <li>Form of Bid Security - Bank Guarantee</li> </ul> |
|-----|--|---|--|
|     |  | - Form of Bid-Securing Declaration  |  |
| 18. | Section IV,<br>Appendix<br>to<br>Technical<br>Part | Appendix to Technical Part Form of Bid-Securing Declaration   | Deleted  |
| 19. | Section IV,<br>Finance<br>Bid: Bill of<br>Quantity | Finance Bid: Bill of Quantity (For On-line Submission Schedule)   | Finance Bid: Bill of Quantity (For On-line Submission Schedule)  |

| 21. | Section VII, Annexure C Section VII, Clause 8 | River Reach Figures   The tentative dredging quantity in Katwa - Tribeni (152 Km) stretch is approx. 14.438 Lakh cum for three years.  | River Reach Figures (provided below as Appendix-A)   The tentative dredging quantity in Katwa - Tribeni (152 Km) stretch is approx. 16.486 Lakh cum for three years.  |
|-----|---|--|---|
| 22. | Section IX,<br>GCC 24.4                       | The procedure for adhoc arbitration will be as follows:  (a) In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).  (b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), both in cases of Foreign Contractor as well as Indian Contractor, shall appoint the | The procedure for adhoc arbitration will be as follows:  (a) In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.  (b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Council of Arbitration, shall appoint the Arbitrator. A certified copy of the order of the Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.  (c) Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Project Manager, the Contractor and the Adjudicator shall not be altered by |

Arbitrator. A certified copy of the order of the\* Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.

- (c) Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Project Manager, the Contractor and the Adjudicator shall not be altered by reason of the arbitration being conducted during the progress of the Works.
- (d) Arbitration proceedings shall be held at New Delhi, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Where the value of the contract is Rs. 50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the \* Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).
- (g) The Arbitrator should give final award within...... days of starting of the proceedings [indicate the days (Between 120-180) by which arbitrator should give award].

reason of the arbitration being conducted during the progress of the Works.

- (d) Arbitration proceedings shall be held at New Delhi, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Deleted.
- (g) The Arbitrator should give final award within 180 days of starting of the proceedings.
- (h) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

- (h) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.
- \* Choose one alternative. Insert Chairman of the Executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of works). Alternatively

[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Construction Industry Arbitration Council (CIAC), Council for National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic

|     |                         | Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.  The arbitral tribunal shall consist of 3 Arbitrators, arbitration   |   |
|-----|-------------------------|---|---|
|     |                         | proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". [ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs. 1 crore unless the parties have agreed otherwise for a sole arbitrator]. |   |
| 23. | Section IX,<br>GCC 26.3 | The period between Program updates is [insert number] days.  The amount to be withheld for late submission of an updated Program is [insert amount say Rs. 500,000].  | The period between Program updates is <b>90</b> days.  The amount to be withheld for late submission of an updated Program is <b>Rs. 500,000</b> .  |
| 24. | Section IX,<br>GCC 40.3 | The scale of surveys should be 1:5000 for all four weekly surveys in the month. Contractor will prepare the survey charts and submit to Employer for approval along with soft copy, Echo roll, Measurement Book etc. related to the measurement. Employer will issue the approved charts to the Contractor.   | The scale of surveys should be 1:5000 for all four weekly surveys in the month. Contractor will prepare the survey charts and submit to Employer for approval along with soft copy, <b>USB / Pen / Flash Drive</b> , Measurement Book, <b>if applicable</b> etc. related to the measurement. Employer will issue the approved charts to the Contractor. |
| 25. | Section IX,<br>GCC 50.1 | The standard forms of Performance Security, and if applicable ESHS performance security, acceptable to the Employer shall be unconditional Bank Guarantees from Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Documents.   | The standard forms of Performance Security, and if applicable ESHS performance security, acceptable to the Employer shall be unconditional Bank Guarantees / e- Bank Guarantee from Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Documents.   |
|     |                         |   | The Bank Guarantee issued in paper for shall become operative only when the Bank Guarantee advice transmitted through SFMS is advised to the Beneficiary by the Advising Bank.  |

|     |                       |  | The details of Advising Bank are as under: Name of the Bank: Canara Bank Branch Name & Address: Morna Noida, B16/17, Ground Floor, Sector- 18, Noida (201301), UP  IFS Code: CNRB0018778 |
|-----|-----------------------|--|--|
| 26. | Section IX,<br>GCC 65 | Conditions for Dredging Operations (new clause added)  | Conditions for Dredging Operations (new clause added)  |
| 27. | Section IX,<br>GCC 65 | Conditions for Dredging Operations (new clause added)  In case the dredged quantity is in excess of 20% of the estimated quantity in pre dredging survey, the report of the same along with all relevant details are to be referred to the Engineer-in-Charge. This Reporting and referring to the Engineer-in-Charge is to be done within 15 days of part completion or completion of the | Deleted  |

|  | shoal.  | No   | dispute,    | whatsoever | arising | thereafter | will | be |
|--|---------|------|-------------|------------|---------|------------|------|----|
|  | enterta | ined | on this acc | count      |         |            |      |    |



















