

Name		Fairway Maintenance of Access Channel of MMT Haldia on National Waterway-1 and disposal of the dredged material downstream at designated location		Pre-Bid held on 10.01.2024	
Bid No		IN-IWAI-400763-CW-RFB			
S. No.	Clause No.	Page No.	Reference Clause	Query	IWAI Response
1	Section III, 2.2	53	<p>2.2.1 of Eligibility &amp; Qualification Criteria:</p> <p>2.2 History of Non-Performing Contracts: Non performance of a contract (*) did not occur as contractor since 1st January 2017 (Past 7 years).</p> <p>(*) (a) Non-performance, as decided by the Employer, shall include all contracts where any dispute with IWAI is not concluded. (b) For entities other than IW AI (i) Non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract , and (ii) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.</p>	<p>Please clarify:</p> <p>1. What is meant by "dispute with IWAI not concluded"?</p> <p>2. If the Bidder has pending Arbitration proceedings where Award is not yet published will that be construed to be "dispute with IWAI not concluded" ?</p> <p>3. Will the Appeal preferred by IWAI challenging the Arbitration Award passed against it in the disputes with the bidder be construed as "dispute with IWAI not concluded"?</p> <p>4. Whether the portion of the Clause at (b) "Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performancemust be based on all information onfully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted" is also applicable for part (a) pertaining to make suitable amendment of this Clause on Non performance for contracts on account of legal disputes which shall affect the bidder for the following reasons: (a) Pendency of any legal dispute cannot be construed to be "Non-performance" (b) Pendency of legal dispute with IW AI cannot be differentiated with the disputes with other tenderers/entities/authorities all across India apart from IWAI and cannot be treated on different pedestal. (c) You may kindly appreciate that any contractor can have legal dispute either during continuance of its performance or at the end of it and mere pendency of such legal dispute ought not to be used and cannot be used to prohibit the contractor and be held up against the said contractor as "non-performance". This violates the principle of natural justice. Therefore, we urge you to amend the said Clause as follows: Non-performance of a contract (*) did not occur as contractor since 1st January 2017 (Past 7 Years) (*) Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted</p>	<p>2.2.1 footnote (b) - deleted (refer amendment)</p> <p>2.2.1 of Eligibility &amp; Qualification Criteria:</p> <p>2.2 History of Non-Performing Contracts: Non performance of a contract (*) did not occur as contractor since 1st January 2017 (Past 7 years).</p> <p>(*) (a) Non-performance, as decided by the Employer, shall include all contracts where any dispute with IWAI is not concluded.</p> <p>If the Arbitration/ court case/ dispute is ongoing, it will be construed as dispute with IWAI not concluded.</p>
2	Section III, 1.4	51	<p>Clause No. 1.4: Qualification Criteria Second Para: In case a contractor while working I selected for an IWAI contract, applies for another similar contract to be executed by IWAI, then to check whether the contractor meets the qualification criteria for the new contract, IWAI will calculate the bid capacity of the bidder as per the formula mentioned at 2.4.2 (d)</p> <p>In case a contractor while working/ selected for an IWAI contract, applies for another similar contract to be executed by IWAI, then to check whether the contractor is having adequate equipment for the new contract, IWAI will check the adequacy of the equipment as per following priority of ongoing tenders:</p> <p>1) Ongoing works with IWAI 2) "Access Channel of MMT Haldia" 3) Fairway Maintenance of Farakka – Kahalgaon stretch 4) Fairway Maintenance of Tribeni – Katwa stretch 5) Fairway Maintenance of Katwa - Farakka stretch 6) Fairway Maintenance of Barh – Digha stretch 7) Fairway Maintenance of Digha – Majhaua stretch 8) Fairway Maintenance of Majhaua – Ghazipur stretch</p>	<p>Please clarify the following: (i) Whether the bid capacity of the bidder shall be calculated as per the formula given in the clause 2.4.2(d) after the award/execution or issuance of the letter of intent I Contract for the instant bid?. (ii) If any bid is cancelled after opening of Financial Bid and bidder having been declared L- 1, then how shall the bid capacity be calculated for subsequent tender floated by IWAI?</p> <p>In this regard we humble request you to make the necessary deductions in the bid capacity after the letter of Intent I Contract has been executed between the L-1 Bidder &amp; the Employer as cancellation of the instant bid shall disable the Contractor from participating in the subsequent bids. Any contract subsequently cancelled ought not to affect the Bid Capacity of the Bidder. The mode of deductions as contemplated in the clause no. 1.4 regarding bid capacity shall disable many prospective bidders from bidding thereby diluting the element of "Competitive bidding" in a healthy bidding process.</p>	<p>The bid will be decided in the order of priority after finalisation of 1st bid in case the multiple bids are submitted by the bidder and are technically responsive.</p> <p>No changes, tender conditions prevail.</p>
3	General	–	Geenral	We request you to provide us Soil Investigation Report to aid us in doing proper Cost Analysis of the said Project.	<p>Latest Survey charts and survey data for Access Channel of MMT Haldia is provided in the tender document. Latest Survey charts may be obtained from regional office of IWAI, Kolkata. No soil investigation report is available.</p> <p>No Changes, tender conditions prevail.</p>
4	General	–	Exemption for MSME-Registered Firm	We propose exempting firms registered under MSME from the obligation to submit Bid Security and Tender Fee amounts for the specified tenders.	No Changes, Tender Conditions Prevail.
5	General	–	Exemption for MSME-Registered Firm	We suggest waiving the requirement for Bid Security and Tender Fee submissions for firms registered under MSME in relation to the specified tenders.	No Changes, Tender Conditions Prevail.

S. No.	Clause No.	Page No.	Reference Clause	Query	IWAI Response
6	Section II, ITB 33.3 (b)	42	Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Bid Submission Form, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience of the subcontractors must meet the minimum criteria for the relevant work to be sub-contracted failing which sub-contractors will not be permitted to participate.	Employer may please clarify in detail "Sub-Contractors must meet the minimum criteria for relevant works". This is view that no qualifying criteria is mentioned for sub-contractor.  Please clarify is hiring of transport boat for the crew and logistic etc. is also considered as sub-contract.	For sub-contractor being given more than 10% of total volume of work, the bidder shall specify the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience of the subcontractors. The qualifying criteria would be on pro-rata basis vis-a-vis the experience requirement of the contractor.  Hiring of transport boat for crew and logistics etc. would not be considered as sub-contracting.
7	Section III, Clause 2.7.1, 2.7.2, 2.7.3 and 2.7.4	62	b) Dredgers and barges (if applicable) must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021* or MMD under under Merchant Shipping Act, 1958. Valid Survey Report by Indian Register of Shipping (IRS) or any other classification society will also be considered valid.	The bidder states that vessels under the Inland Vessel Act 2021 need not possess Survey report by IRS or any other Classification society. The Survey Certificate can be issued by the Maritime board surveyors.	Any authority defined under Inland Vessel Act, 2021 can issue the survey certificate.  No changes, tender conditions prevail.
8	Section - IV, BOQ	110	Dredging for 1st Year on Quantity basis 954,000 CuM.  Maintenance of entire stretch for Assured Depth (LAD) of 3.0 M CD at MMT approach Channel / basin Terminal front area & in the Navigational channel of 7.5 kms for subsequent period of 24 Months - 2 Years 5.72 Lakh cum for 3.0 m LAD (CD)	Bidder seeks clarifications as follows:  1. quantity of 954,000 Cum indicated is it box quantities inclusive of tolerances, slopes? 2. The channel width proposed is 45 m across the Currents, which is negligible considering the currents in the location. 3. In view of above, Employer to confirm if any siltation study / model study has been carried out. If so the bidder requests sharing of the document. 4. This is also related to clause - 12 which states "The Contractor shall take all necessary precautions to avoid any flow of the dredged material back in to the access channel and to minimize any sedimentation in the channel consequent to disposal of dredged material in an improper way, not approved by the Engineer." 5. The bidder requests the employer to confirm that the quantity of dredging for the two years of maintenance dredging is fixed at 5.72 Lakhs which is inclusive of continuous siltation during the dredging process. 6. The employer may please confirm the side slopes considered for payment.	
9	Section VII, Clause 4	121	All the materials to be dredged in the channel comprise of sand, silt, clay, soft deposited material (pebbles) and mixer of above materials. .....	Has the Employer carried out any grain size distribution analysis, if so please provide the same. Any geotechnical investigation has been carried out in the area, if so, please provide the same. The information is important to the Bidder for selection of type of dredger.	No grain size distribution analysis is carried out by IWAI and no geotechnical investigation is carried out.
10	Section VII, Clause 9	124	..... Contractor shall install the Online Dredging monitoring Software (like developed by NTCPWC or any other organisation) at his cost.	Please provide details of online dredging monitoring software developed by NTCPWC as the same is not available in the public domain.	Bidder is requested to get in touch with Dr. K Murli, NTCPWC, IIT Madras.
11	Section VII, Clause 30	130	..... The dredging area shall be finalized in consultation with the EIC & pre dredging survey shall be conducted to determine the to be dredged quantities. After dredging is completed in that section to get desired LAD of 3.0 M CD, Post-Dredging Survey shall be conducted to determine the actual quantity for the payments.	As the length of dredging is large and the tidal variation is high, the Employer may please confirm if the dredged areas can be handed over in small sections.	No, the stretch cannot be handed over in small sections. The whole stretch is to be handed over in one go. No changes, tender conditions prevail.
12	Section VII, Clause 40	133	Mobilization / Demobilization charges for the dredgers and its accessories and other logistics for survey/inspection/works etc. should be in built in the bid by the Contractor. No additional payment/ claim in this regard will be considered.	The bidder requests the Employer to consider separate Mobilization and De-Mobilization cost in case the Employer is unable to provide accurate siltation quantity and results of Model studies carried out for the 45 m with channel	No Changes, tender conditions prevail.
13	Section VII, Clause 40	136	Charts / Maps	The charts and maps provided by the Employer in PDF format, the bathymetry is not clearly visible and also the passage route to the disposal area with bathymetry is not provided.  The bidder request the Employer to provide clear charts with readable bathymetry and approximate dumping route with bathymetry. Presently only a google map is provided and the safe navigation route is not provided.  The Employer may please provide chart / map with channel demarkation (45 m width), MMT berth pocket dredging area and approximate location of 7.5 km long channel. The channel demarkation is shown only along chainage 48 to 50.  The bidder request the Employer to provide a Auto CAD drawing of the same.	Please refer amendment sheet for clear charts

S. No.	Clause No.	Page No.	Reference Clause	Query	IWAI Response
14	Section VII, Environmental and Social (ES) requirements	144	In preparing detailed specifications for ES requirements, the specialists should refer to and consider: - project reports e.g., ESIA/ESMP - consent/permit conditions - required standards including World Bank Group EHS Guidelines	The Employer may please provide the following documents: - project reports e.g., ESIA/ESMP - consent/permit conditions - required standards including World Bank Group EHS Guidelines	Please refer page nos. 145 - 147 of the bid document
15	Section VIII, General Conditions of Contract, Clause 34.3	162	The Project Manager shall give notice to the Contractor of any Defects [specifying a time limit by which it should be corrected] before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.	Please note that as an international practice dredging works once handed over / taken over has no defect liability period. Same may please be deleted.	Please refer Section IX, Clause 34.3 (Pg. 194) of the bid document
16	Section VIII, General Conditions of Contract, Clause 45.1	198	Price Escalation	Since the works is for a period of more than 36 months and the fuel prices changes frequently. The bidder requests the Employer to include standard fuel escalation as followed in Dredging contracts and costs as published by IOCL every fortnight.	Please refer amendment sheet for Price adjustment.
17	General	_	General	In case the capital dredging works of 9.54 lakhs cubic meters is completed earlier than 1 year, will the contractor be liable to maintain the channel until end of 1 year and then the maintenance period commences.  OR The maintenance dredging period commences immediately on early completion of capital dredging of 9.54 lakh cubic meter.	After achieving 3.0 m depth and 45 m channel width the LAD contract will start.
18	General	_	General	What is upper and lower limit of variation in quantities.	15%
19	Section VII, Clause 3	120	..... Accordingly, under this tender, it is proposed to undertake the dredging using Suitable Dredgers (TSHD or CSD in combination of Bottom door opening Barges or any other combination with other suitable equipment) for a period of 36 months. .....	As per the scope of work, the equipment to be deployed shall be TSHDs (OR) CSDs with Barges having bottom opening doors for disposal of hopper material – Please confirm whether we can deploy Garb Dredgers with 5 Cum. bucket capacity to complete the work as per bid, as the barge loaded by CSD will have only 25 to 30% solids. Whereas, if we load it with Grab the percentage of solids will be around 75 to 80%. So that, we can carry more solids in one barge and the work will be completed faster.	You may deploy additional dredgers but you have to deploy as per our requirement.
20	Section VII, Clause 40	136	Charts / Maps	With regard to survey data, the attached charts are not legible. Hence it is requested to kindly arrange to send the AutoCAD charts to know the depths. Further, the charts are of Dec. 2021, in case if you have any recent survey charts available, please share those charts also.	Please refer amendment sheet for clear charts
21	General	_	General	Please confirm the average rate of siltation during the lean period and Southwest monsoon (June to October) in the MMT Haldia areas to evaluate the number of vessels to be deployed for achieving the designed depth as per the bid document.	Rate of siltation is about
22	Section VII, Clause 30	130	..... The dredging area shall be finalized in consultation with the EIC & pre dredging survey shall be conducted to determine the to be dredged quantities. After dredging is completed in that section to get desired LAD of 3.0 M CD, Post-Dredging Survey shall be conducted to determine the actual quantity for the payments.	As per the bid the dredging area in front of the Terminal & channel of 7.5km has to be dredged and handed over at once. Whereas, it is learnt that the dredging area is prone to heavy siltation. In this condition handing over the entire area at once is very difficult. Hence will dredge every 500M stretch to the required width and depth and hand over the area, as per the system adopted by IWAI in other tenders.	Please refer response to query no. 11
23	General	_	General	Please confirm the average number of shipping movements in a month in the MMT channel, to work out the time available for dredging, as the channel has to be made free for movement by removing the dredgers, which involves the removal of anchors, towing of dredgers from channel to sides, etc.	Presently no vessel movement ifor MMT Haldia, However, certain longitudinal movements are there during high tide.
24	Section VII, Clause 11	124	Approximate quantity of 9.54 lakh cum of dredged material in the first year (Quantity based) and subsequently approximate quantity of 2.86 lakh cum per year (Performance-based) shall be dredged/removed from the MMT approaches/basin, MMT front areas, & in the Navigational Channel of 7.5 km and disposed at Sagar Dumping location.....	As per clause GCC No. 11 at page 124 Disposal of Dredged Materials – it is mentioned that “Approximate quantity of 9.54 lakh cum of dredged material in the first year (Quantity based) and subsequently approximate quantity of 2.86 lakh cum per year (Performance-based) shall be dredged/removed from the MMT approaches/basin, MMT front areas, & in the Navigational Channel of 7.5 km and disposed at Sagar Dumping location ....” – Please clarify that during the 2nd & 3rd year, only 2.86 lakh cum to be dredged OR this is an additional quantity over and above the MMT channel quantity of 9.54 lakh cum.	Yes, 2.86 Lakh cum is to be dredged in 2nd and 3rd year.
25	Section IX, Particular Conditions of Contract, Clause 50.1	204	..... In case of any dispute with State Govts. (Forest / Mining / Revenue etc.) regarding selling of dredged material, IWAI may forfeit the Performance Security of the contractor.	At page no.204 it is mentioned that, “In case of any dispute with State Govts. (Forest / Mining / Revenue etc.) regarding selling of dredged material, IWAI may forfeit the Performance Security of the contractor.” – Please clarify whether the contractor has to sell the dredged material. If so, provide the modalities for selling the dredged materials.	IWAI is not asking to sell the dredged material it is upto the bidder.
26	Section VII, Clause 11	124	Approximate quantity of 9.54 lakh cum of dredged material in the first year (Quantity based) and subsequently approximate quantity of 2.86 lakh cum per year (Performance-based) shall be dredged/removed from the MMT approaches/basin, MMT front areas, & in the Navigational Channel of 7.5 km and disposed at Sagar Dumping location.....	As per GCC 65: Conditions for Dredging Operations – point No. 12 – “The Contractor shall be responsible for the dumping of the dredged materials. Any arrangement with respect to the bund around the identified dumping area is to be made by the Contractor at his cost – Please clarify, is there any reclamation/ shore pumping work is involved. If so, how much quantity to be pumped to the reclamation area.	Dredged material is to be disposed at Sagar Dumping location as per clause 11 of Section VII of the bid document.
27	Section IX, Particular Conditions of Contract, Clause 65, point 13	208	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.	As per point no. 13 – 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 intervals for regulating the dumping – Please clarify, whether the charges of coastal management authority shall be borne by the contractor. If so, what will be the charges of the agency.	Yes, the contractor has to bear the charges.

S. No.	Clause No.	Page No.	Reference Clause	Query	IWAI Response
28	Section IX, Particular Conditions of Contract, Clause 65, point 18	209	The Contractor will also be required to deploy its own pilots for assisting cargo and passenger / tourist vessels for their movement based on written request by the end users. For this, the Contractors can charge the fee from the users as per IWAI's regulation.	As per point No. 18 – The Contractor will also be required to deploy its own pilots to assist cargo and passenger / tourist vessels for their movement based on written requests by the end users. For this, the Contractors can charge the fee from the users as per IWAI's regulation – Please clarify what is the frequency of the above vessel movements and confirm the qualification required for Pilots.	Pilots should be aware of the navigable channel and well conversant with the local language / hindi. They should be able to guide the vessel for safe movement.  The movement of vessel will be informed in advance.

**Amendment-3 dated 17.01.2024**

<b>Inland Waterways Authority of India</b>		<b>Jal Marg Vikas Project</b>	
<b>Tender Reference No:</b> - IN-IWAI-400763-CW-RFB <b>CPPP Tender ID:</b> - 2024_JMVP_788853_1			
<b>Work Title:</b> Fairway Maintenance of Access Channel of MMT Haldia on National Waterway-1 and disposal of the dredged material downstream at designated location			
<b>S. No.</b>	<b>Bid Document Reference</b>	<b>Existing Text</b>	<b>To be read as</b>
1.	Section – III, Clause 2.2.1 (Footnote) – Page no. 53	<p>a) Non-performance, as decided by the Employer, shall include all contracts where any dispute with IWAI is not concluded.</p> <p>(b) For entities other than IWAI (i) Non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (ii) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.</p>	Non-performance, as decided by the Employer, shall include all contracts where any dispute with IWAI is not concluded.
2.	Section – III, Clause 2.7.1 (Dredger) – Page no. 62	<p><b>Minimum of Two (2) nos.</b> of Cutter Suction Dredgers having capacity of dredging minimum of 250 cum of solids per hour.</p> <p>a) The dredgers must be registered as ‘Dredger’ either under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958 and must have valid registration certificate from the designated</p>	<p><b>Minimum of Two (2) nos.</b> of Cutter Suction Dredgers having capacity of dredging minimum of 250 cum of solids per hour.</p> <p>a) The dredgers must be registered as ‘Dredger’ either under Inland Vessel Act, 2021* or under Merchant</p>

		<p>authority under Inland Vessel Act, 2021* or MMD under Merchant Shipping Act, 1958.</p> <p>b) Dredgers must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021* or MMD under Merchant Shipping Act, 1958. Valid Survey Report by Indian Register of Shipping (IRS) or any other classification society will also be considered valid.</p> <p>The above valid certificates as on date of submission of bid shall be submitted with the technical bid.”</p>	<p>Shipping Act, 1958 and must have valid registration certificate from the designated authority under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958.</p> <p>b) Dredgers must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021* or MMD under Merchant Shipping Act, 1958.</p> <p>The above valid certificates as on date of submission of bid shall be submitted with the technical bid.”</p>
3.	<p>Section – III, Clause 2.7.2 (Survey Vessel) – Page no. 62</p>	<p><b>Minimum of One (1) no.</b> equipped with multi beam eco-sounder</p> <p>a) The Survey Vessel must be registered either under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958 and must have valid registration certificate from the designated authority under Inland Vessel Act, 2021* or MMD under Merchant Shipping Act, 1958.</p> <p>b) Survey Vessel must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021* or MMD under Merchant Shipping Act, 1958. Valid Survey Report by Indian Register of Shipping (IRS) or any other classification society will also be considered valid.</p> <p>The above valid certificates as on date of submission of bid shall be submitted with the technical bid.”</p>	<p><b>Minimum of One (1) no.</b> equipped with multi beam eco-sounder</p> <p>a) The survey launch / motor vessel / tug / boat must be registered either under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958 and must have valid registration certificate from the designated authority under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958.</p> <p>b) The survey launch / motor vessel / tug / boat must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958. Valid Survey Report by Indian Register of Shipping (IRS) or any other classification society will also be considered valid.</p> <p>The above valid certificates as on date of submission of bid shall be submitted with the technical bid.”</p>
4.	<p>Section – III, Clause 2.7.3</p>	<p>Having suitable capacity for pulling the Dredgers and allied</p>	<p>Having suitable capacity for pulling the Dredgers and</p>

	(Tug Boats) – Page no. 63	<p>equipment / boats / pipelines etc.</p> <p>a) The Tug Boats must be registered either under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958 and must have valid registration certificate from the designated authority under Inland Vessel Act, 2021* or MMD under Merchant Shipping Act, 1958.</p> <p>b) Tug Boats must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021* or MMD under Merchant Shipping Act, 1958. Valid Survey Report by Indian Register of Shipping (IRS) or any other classification society will also be considered valid.</p> <p>The above valid certificates as on date of submission of bid shall be submitted with the technical bid.</p>	<p>allied equipment / boats / pipelines etc.</p> <p>a) The Tug / Boat / Motor vessel must be registered either under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958 and must have valid registration certificate from the designated authority under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958.</p> <p>b) Tug / Boat / Motor vessel must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958. Valid Survey Report by Indian Register of Shipping (IRS) or any other classification society will also be considered valid.</p>
5.	Section – III, Clause 2.7.4 (Accommodation Boats) – Page no. 63	<p>To accommodate Operational staff.</p> <p>a) The Accommodation Boats must be registered either under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958 and must have valid registration certificate from the designated authority under Inland Vessel Act, 2021* or MMD under Merchant Shipping Act, 1958.</p> <p>b) Accommodation Boats must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021* or MMD under Merchant Shipping Act, 1958. Valid Survey Report by Indian Register of Shipping (IRS) or any other classification society will also be considered valid.</p> <p>The above valid certificates as on date of submission of bid shall be submitted with the technical bid.</p>	<p>To accommodate Operational staff.</p> <p>a) The Accommodation Boat / Suitable Boat with accommodation must be registered either under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958 and must have valid registration certificate from the designated authority under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958.</p> <p>b) Accommodation Boat / Suitable Boat with accommodation must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958. Valid Survey Report by Indian Register of Shipping (IRS) or any other classification society will also be considered valid.</p>

6. Section IX,  
Particular  
Conditions of  
Contract, GCC  
45.1 – Page no.  
209 - 210

GCC 45.1 to be read as:

The contract is subject to price adjustment in accordance with GCC Clause 45 and following information regarding coefficients.

The Price Adjustment will be done on monthly basis.

The amounts certified in each Running Account Bill/payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the amounts due to the Operator.

The Price adjustment factor for the Works & Services rendered in a month shall be determined using the coefficients/weightings of relevant Indices as under:

Index	Index Description	Source of Index	Weightage
L	Labour – All India (CPI) Consumer Price Index for Industrial Workers	Labour Bureau, Ministry & Employment, Government of India	0.278
F	High Speed Diesel -All India Wholesale Price Index	Office of the Economic Advisor to the Govt. of India. Ministry of Commerce & Industry	0.50

GCC 45.1 to be read as:

The Price Adjustment will be done on monthly basis.

**FUEL ESCALATION/ DE-ESCALATION**

No Escalation applicable for the first year of contract. From second year onwards, any variation (increase / decrease) in prices of main fuel actually used for the dredger only shall be paid / adjusted as per the standard escalation clause with fuel element factor as 0.50 and as detailed as below:

$$R = 0.85 \times Q \times V_r \times (P - P_o) / P_o$$

Where;

R = Amount payable as per fuel variation

Q = Fuel element factor = 0.50

P<sub>o</sub> = Price of Main fuel inclusive of all taxes, duties, levies, Transportation, and OT, etc. at nearest supply location of stretch / region as on date of submission of tender as per circular.

P = Average Price of Main fuel for the month under consideration inclusive of all taxes, duties, levies, Transportation, and OT, etc. at nearest supply location of stretch / region as per circular.

V<sub>r</sub> = Value of work done during the month under consideration after making deductions for failure to



		<p><b>Price Adjustment Factor <math>P_c = 0.222 + 0.278 \times L_m/L_0 + 0.50 \times F_m/F_0</math></b></p> <p>Price Adjustment for Works &amp; Services rendered in a month = <b><math>R \times (P_c - 1)</math></b></p> <p>where,  <math>L_m</math> = CPI for the month in which the Works &amp; Services have been provided  <math>L_0</math> = CPI for the month preceding the deadline for bid submission  <math>F_m</math> = WPI for the month in which the Works &amp; Services have been provided  <math>F_0</math> = WPI for the month preceding the deadline for bid submission  <b>R</b> = Running Account Bill amount for Works &amp; Services rendered in a month after making deductions (a) as stipulated in PC 47.1 for failure to achieve LAD and Channel Bottom Width, and (b) towards repayment of Advance Payment.</p>	<p>achieve LAD and channel width as stipulated in PC 47.1.</p> <p>IOCL/BPCL/HPCL official fuel circular shall be used for calculation of <math>P_o</math> and <math>P</math> in the Fuel escalation formula.</p>
7.	Section – II (BDS), ITB 35.1 (f) – page no. 43	<p>Determining aggregate of the Net Present Value (NPV) for three years prices for Services quoted in the Priced Activity Schedule, by discounting these prices to the Date of Commencement of Services, assuming only for purpose of the evaluation that the prices are payable at the end of the respective years. For the purpose of determining NPV, discount factor of 10 % per annum shall be applied.</p>	<p>Determining aggregate of the Net Present Value (NPV) for three years prices for Services quoted in the Priced Activity Schedule, by discounting these prices to the Date of Commencement of Services, assuming only for purpose of the evaluation that the prices are payable at the end of the respective years. For the purpose of determining NPV, discount factor of 10 % per annum shall be applied.</p> <p>“The prices quoted for the services outlined in this tender for each of the three years shall not deviate by more than ten percent (<math>\pm 10\%</math>) from one another. Any deviation beyond this threshold will cause the financial bid to be non-responsive and a breach of tender terms and will cause the bid to be rejected by the authority.”</p>

8.	Section – III, 3.2 (Other Criteria) Page no. 65	<p><b>3.2 Other Criteria</b> (if permitted under ITB 35.1 (f))</p> <p>In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply: -</p> <p>Determining aggregate of the Net Present Value (NPV) of three years prices for Services quoted in the Priced Activity Schedule, by discounting these prices to the Date of Commencement of Services, <i>assuming only for purpose of the evaluation</i> that the prices are payable at the end of the respective years. For the purpose of determining NPV, discount factor of 10 % per annum shall be applied.</p>	<p><b>3.2 Other Criteria</b> (if permitted under ITB 35.1 (f))</p> <p>In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply: -</p> <p>Determining aggregate of the Net Present Value (NPV) of three years prices for Services quoted in the Priced Activity Schedule, by discounting these prices to the Date of Commencement of Services, <i>assuming only for purpose of the evaluation</i> that the prices are payable at the end of the respective years. For the purpose of determining NPV, discount factor of 10 % per annum shall be applied.</p> <p>“The prices quoted for the services outlined in this tender for each of the three years shall not deviate by more than ten percent (<math>\pm 10\%</math>) from one another. Any deviation beyond this threshold will cause the financial bid to be non-responsive and a breach of tender terms and will cause the bid to be rejected by the authority.”</p>
9.	Section IV (Bidding Forms) Evaluation Criteria to decide L1 NPV (Net Present Value Factor) – page no. 110	<p>Determining aggregate of the Net Present Value (NPV) of three years' prices for Services quoted in the Priced Activity Schedule, by discounting these prices to the Date of Commencement of Services, <i>assuming only for purpose of the evaluation</i> that the quoted prices are payable at the end of the respective years. For the purpose of determining NPV, discount factor of 10 % per annum shall be applied.</p>	<p>Determining aggregate of the Net Present Value (NPV) of three years' prices for Services quoted in the Priced Activity Schedule, by discounting these prices to the Date of Commencement of Services, <i>assuming only for purpose of the evaluation</i> that the quoted prices are payable at the end of the respective years. For the purpose of determining NPV, discount factor of 10 % per annum shall be applied.</p> <p>“The prices quoted for the services outlined in this tender for each of the three years shall not deviate by more than ten percent (<math>\pm 10\%</math>) from one another. Any deviation beyond this threshold will cause the financial bid to be</p>

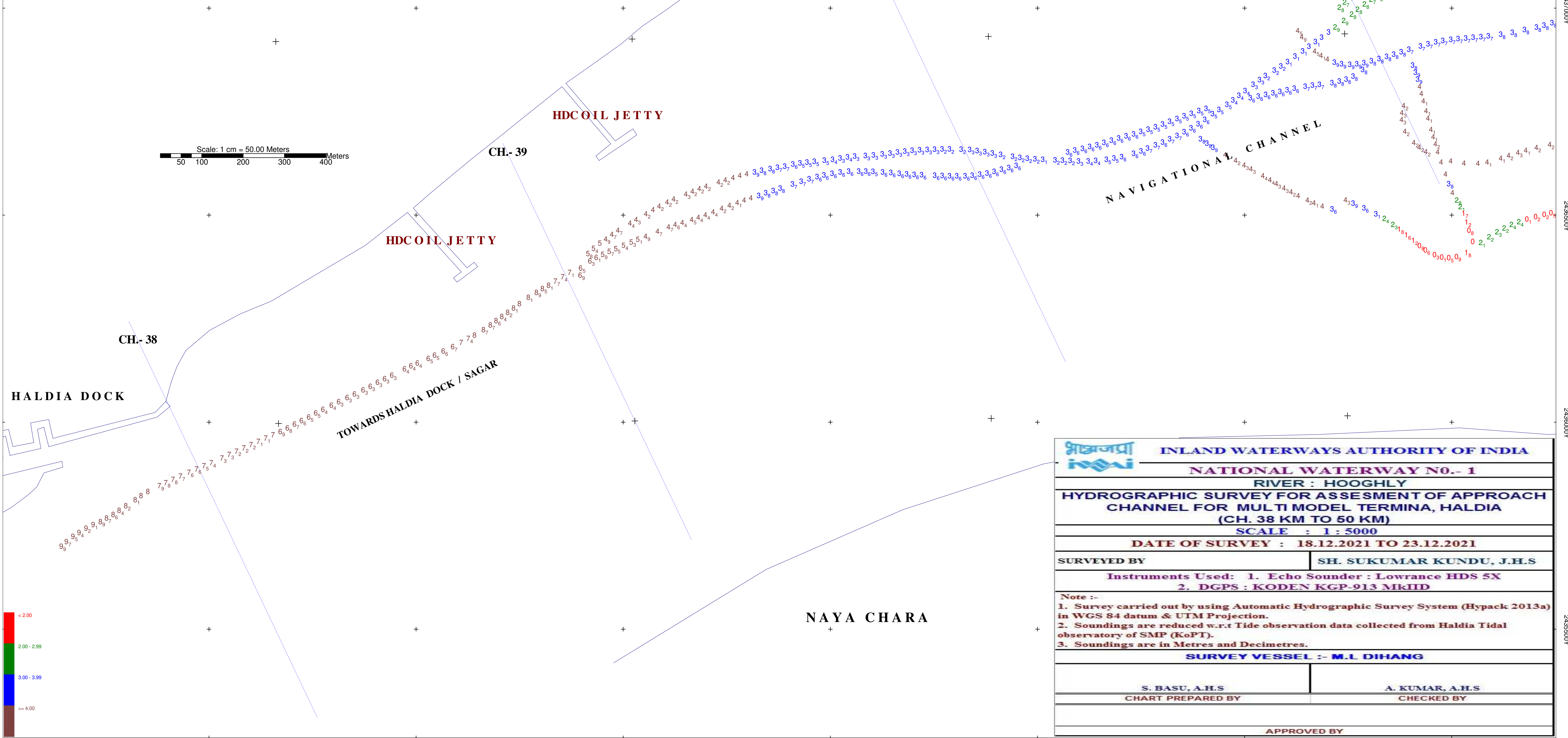
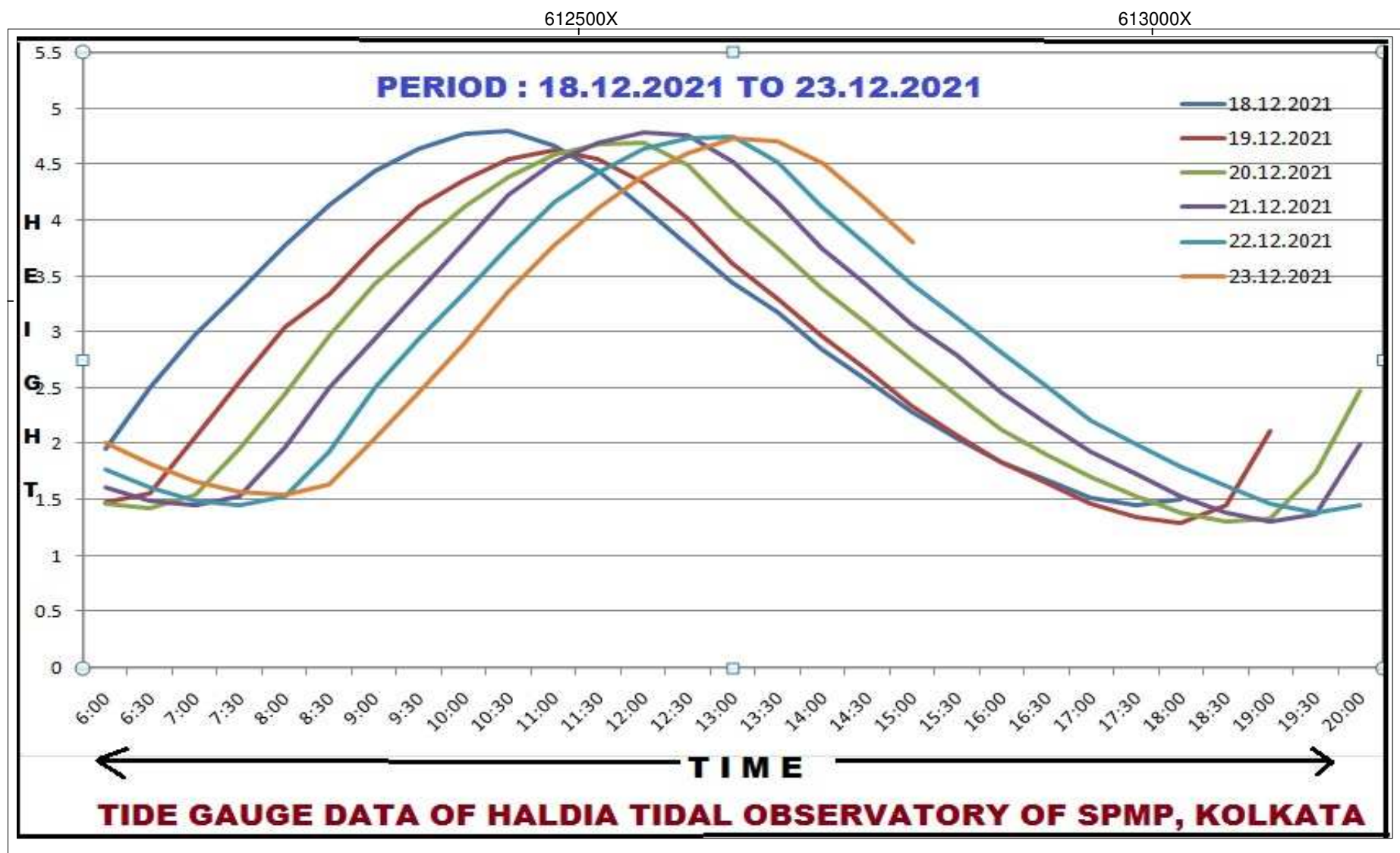
			non-responsive and a breach of tender terms and will cause the bid to be rejected by the authority.”
10.	Section III (Evaluation & Qualification Criteria) – 1.4 (Qualification Criteria – page no. 51	<p>.....</p> <p>In case a contractor while working / selected for an IWAI contract, applies for another similar contract to be executed by IWAI, then to check whether the contractor is having adequate equipment for the new contract, IWAI will check the adequacy of the equipment as per following priority of ongoing tenders:</p> <ol style="list-style-type: none"> <li>1) Ongoing works with IWAI</li> <li>2) “Access Channel of MMT Haldia”</li> <li>3) Fairway Maintenance of Farakka – Kahalgaon stretch</li> <li>4) Fairway Maintenance of Tribeni – Katwa stretch</li> <li>5) Fairway Maintenance of Katwa - Farakka stretch</li> <li>6) Fairway Maintenance of Barh – Digha stretch</li> <li>7) Fairway Maintenance of Digha – Majhaua stretch</li> <li>8) Fairway Maintenance of Majhaua – Ghazipur stretch</li> </ol>	<p>.....</p> <p>In case a contractor while working / selected for an IWAI contract, applies for another similar contract to be executed by IWAI, then to check whether the contractor is having adequate equipment for the new contract, IWAI will check the adequacy of the equipment as per following priority of ongoing tenders:</p> <ol style="list-style-type: none"> <li>1) Ongoing works with IWAI</li> <li>2) Fairway Maintenance of Digha – Majhaua stretch</li> <li>3) Fairway Maintenance of Farakka – Kahalgaon stretch</li> <li>4) Fairway Maintenance of Tribeni – Katwa stretch</li> <li>5) Fairway Maintenance of Katwa - Farakka stretch</li> <li>6) Access Channel of MMT Haldia</li> <li>7) Fairway Maintenance of Barh – Digha stretch</li> <li>8) Fairway Maintenance of Majhaua – Ghazipur stretch</li> </ol>

11.	Section IV (Bidding Form), Page 108	<p>.....</p> <p>Bidder shall quote prices for Performance based dredging for 3 years including ESHS.....</p>	<p>.....</p> <p>Bidder shall quote prices for Quantity based dredging for 1 year and Performance based dredging for 2 years including ESHS.....</p>
12.	Section IX (Particular Conditions of Contract), GCC 41.1.1	<p>.....</p> <p>The Contractor shall be eligible to claim payments for services rendered by him during contract period of 3 years as a percentage of value of the works for the respective month of the year of operation.....</p>	<p>.....</p> <p>The Contractor shall be eligible to claim payments for services rendered by him during performance based maintenance period of 2 years as a percentage of value of the works for the respective month of the year of operation.....</p>
13.	Section IX (Particular Conditions of Contract), GCC 47.1	<p>The Liquidated Damages (LD) is applicable.</p> <p>(i) During Quantity Based dredging period of 1 year from date of commencement of Services:</p> <p>A. The estimated quantity of approx. 9.54 Lacs cum is to be dredged during the contract period of 12 months (Quantity based dredging period).</p> <p>B. In case, the contractor fails to complete the dredging quantity of approx. 9.54 Lakh cum within stipulated period of 12 months, without prejudice to any other right or remedy available under the law to the Authority on account of such breach, pay as agreed liquidated damages the amount calculated at the rates stipulated below:</p> <p>The liquidated damages will be calculated on the delay beyond the stipulated contract period of 12 months @ 0.05 % per day of the contract value for</p>	<p>The Liquidated Damages (LD) is applicable.</p> <p>(i) During Quantity Based dredging period of 1 year from date of commencement of Services:</p> <p>A. The estimated quantity of approx. 9.54 Lacs cum is to be dredged during the contract period of 12 months (Quantity based dredging period).</p> <p>B. In case, the contractor fails to complete the dredging quantity of approx. 9.54 Lakh cum within stipulated period of 12 months, without prejudice to any other right or remedy available under the law to the Authority on account of such breach, levy liquidated damages on the contract amount of Quantity based dredging calculated at the rates stipulated below:</p>

		<p>the delay beyond the scheduled completion period of 12 months.</p> <p>C. The Total amount of damages for the delayed execution during Quantity based dredging period of 1 year shall not exceed 10% of the amount quoted by the bidder for 1st year of quantity dredging.</p>	<p>On the delays beyond the stipulated contract period of 12 months @ 0.05 % per day.</p> <p>C. The Total amount of damages for the delayed execution during Quantity based dredging period of 1 year shall not exceed 10% of the amount quoted by the bidder for 1st year of quantity dredging.</p> <p>D. However, if before 12 months LAD of 3.0 m &amp; 45 m channel width is achieved then LD shall not apply and the performance based maintenance period will start.</p>
14.	Section VII, Clause 3	<p>.....</p> <p>The performance-based maintenance period shall start after achieving the 3 m depth and 45 m width.</p> <p>.....</p>	<p>.....</p> <p>The performance-based maintenance period shall start after achieving the 3 m depth and 45 m width or completion of first year whichever is earlier.</p> <p>.....</p>
15.	Section VII, Clause 6	<p>.....</p> <p>The performance-based maintenance period shall start after achieving the 3 m LAD (CD) and 45 m width or completion of quantity of approx. 9.54 lakh cum whichever is earlier.</p> <p>.....</p>	<p>.....</p> <p>The performance-based maintenance period shall start after achieving the 3 m depth and 45 m width or completion of first year whichever is earlier.</p> <p>.....</p>

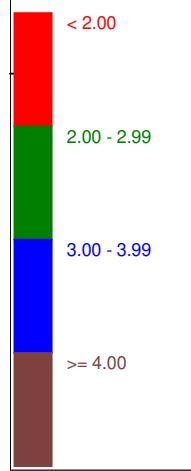
16.	Section IX (Particular Conditions of Contract), GCC 1.1 (dd)	<p>.....</p> <p>The performance-based maintenance period shall start after achieving the 3 m depth and 45 m width or completion of first year.</p>	<p>.....</p> <p>The performance-based maintenance period shall start after achieving the 3 m depth and 45 m width or completion of first year whichever is earlier.</p>
17.	All other Terms & Conditions of the Tender Document remain unaltered.		
<p>OFFICER INVITING BIDS: -</p> <p>Vice – Chairman &amp; Project Director (JMVP); Inland Waterways Authority of India; A – 13, Sector – 1, Noida – 201301, Uttar Pradesh – INDIA - Telephone No.: (91) 0120-2424544 Email.: vc.iwai@nic.in</p>			





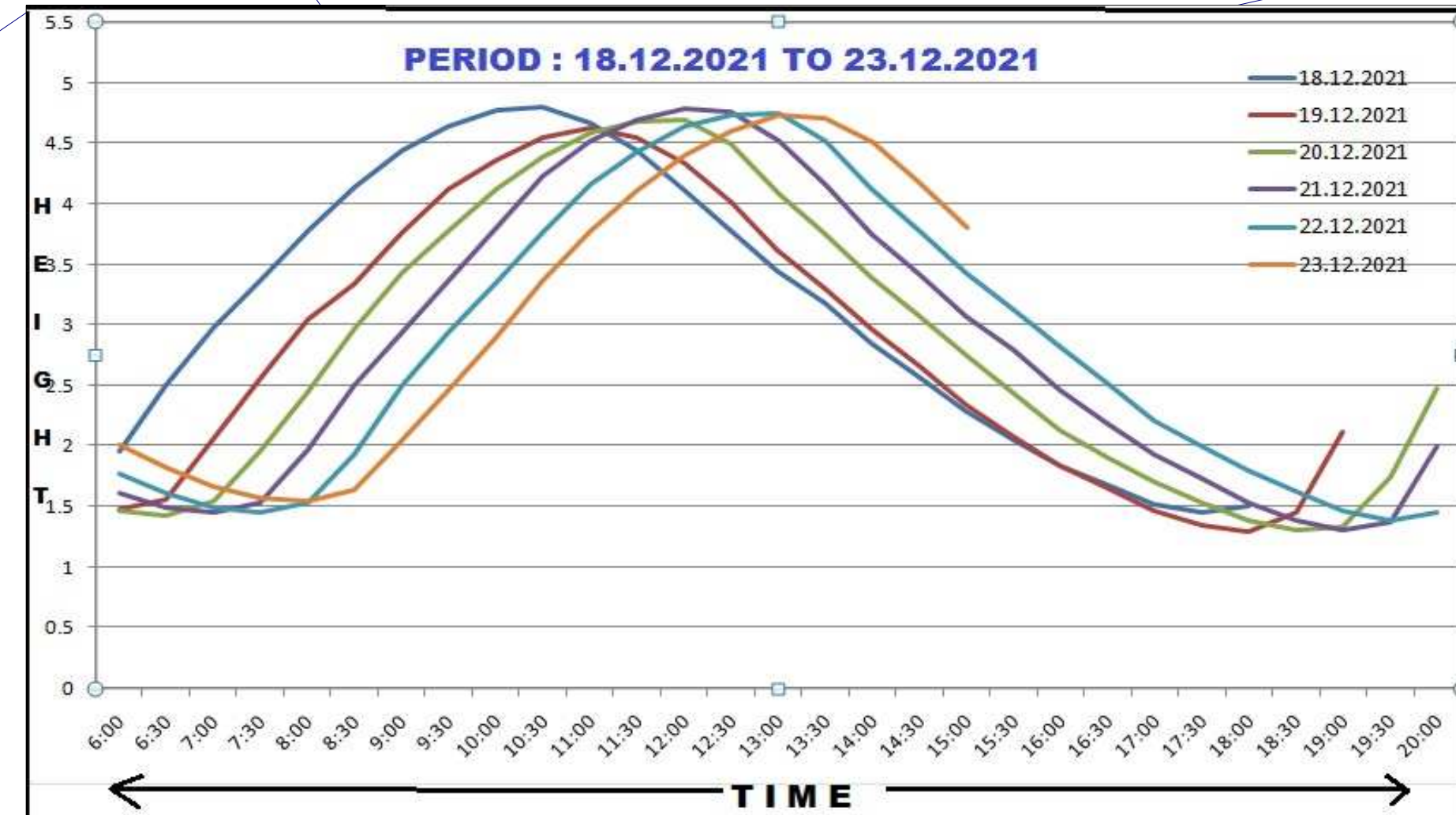
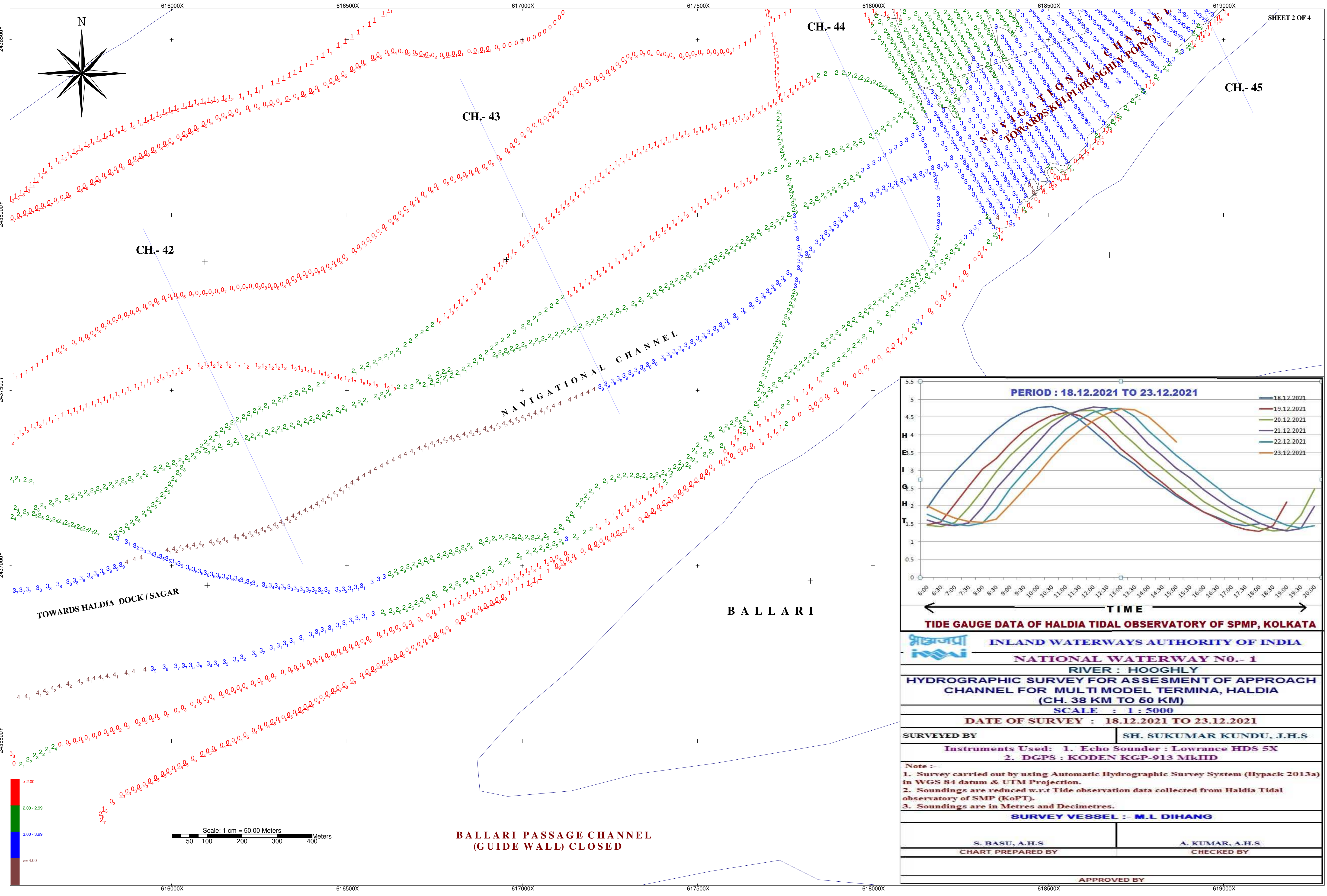
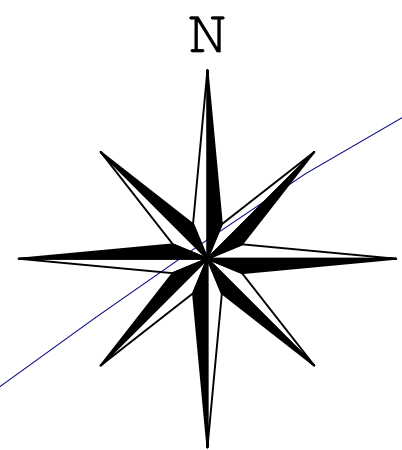
Scale: 1 cm = 50.00 Meters

50 100 200 300 400 Meters



<b>भारत</b>	
<b>INLAND WATERWAYS AUTHORITY OF INDIA</b>	
<b>NATIONAL WATERWAY NO.- 1</b>	
<b>RIVER : HOOGHLY</b>	
<b>HYDROGRAPHIC SURVEY FOR ASSESSMENT OF APPROACH CHANNEL FOR MULTI MODEL TERMINA, HALDIA (CH. 38 KM TO 50 KM)</b>	
<b>SCALE : 1 : 5000</b>	
<b>DATE OF SURVEY : 18.12.2021 TO 23.12.2021</b>	
<b>SURVEYED BY</b>	<b>SH. SUKUMAR KUNDU, J.H.S</b>
<b>Instruments Used: 1. Echo Sounder : Lowrance HDS 5X</b>	
<b>2. DGPS : KODEN KGP-913 MkIID</b>	
<b>Note :-</b>	
<b>1. Survey carried out by using Automatic Hydrographic Survey System (Hypack 2013a) in WGS 84 datum &amp; UTM Projection.</b>	
<b>2. Soundings are reduced w.r.t Tide observation data collected from Haldia Tidal observatory of SMP (KoPT).</b>	
<b>3. Soundings are in Metres and Decimetres.</b>	
<b>SURVEY VESSEL :- M.L DIHANG</b>	
<b>S. BASU, A.H.S</b>	<b>A. KUMAR, A.H.S</b>
<b>CHART PREPARED BY</b>	<b>CHECKED BY</b>
<b>APPROVED BY</b>	

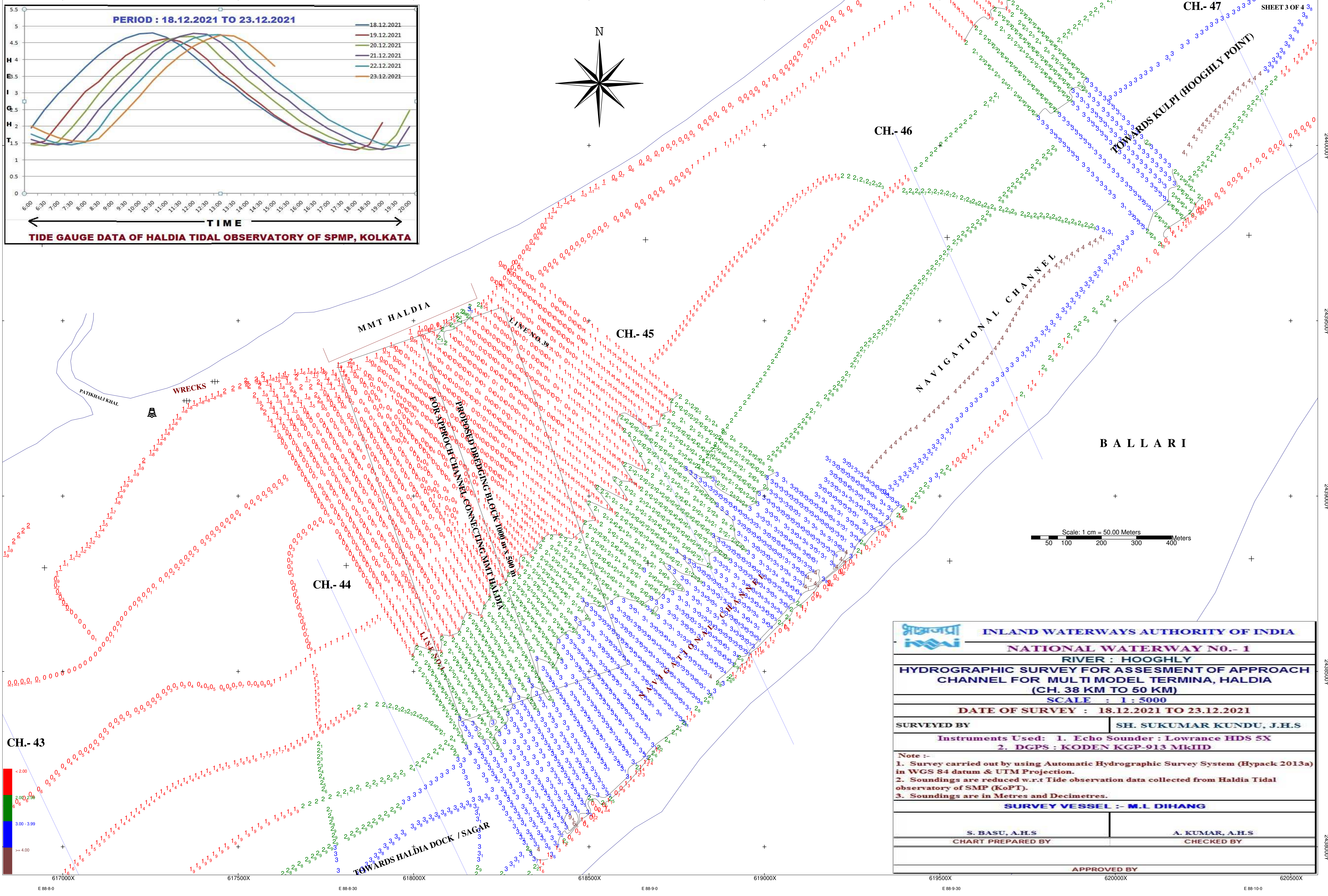
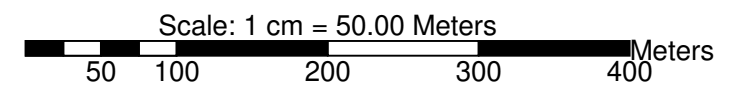
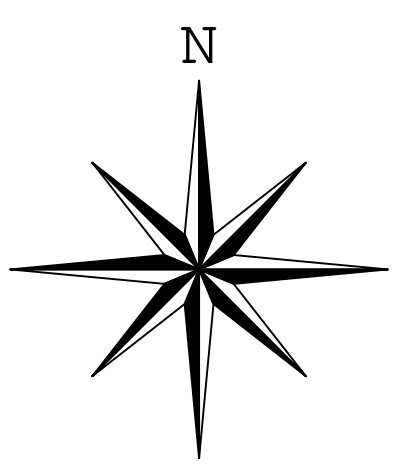
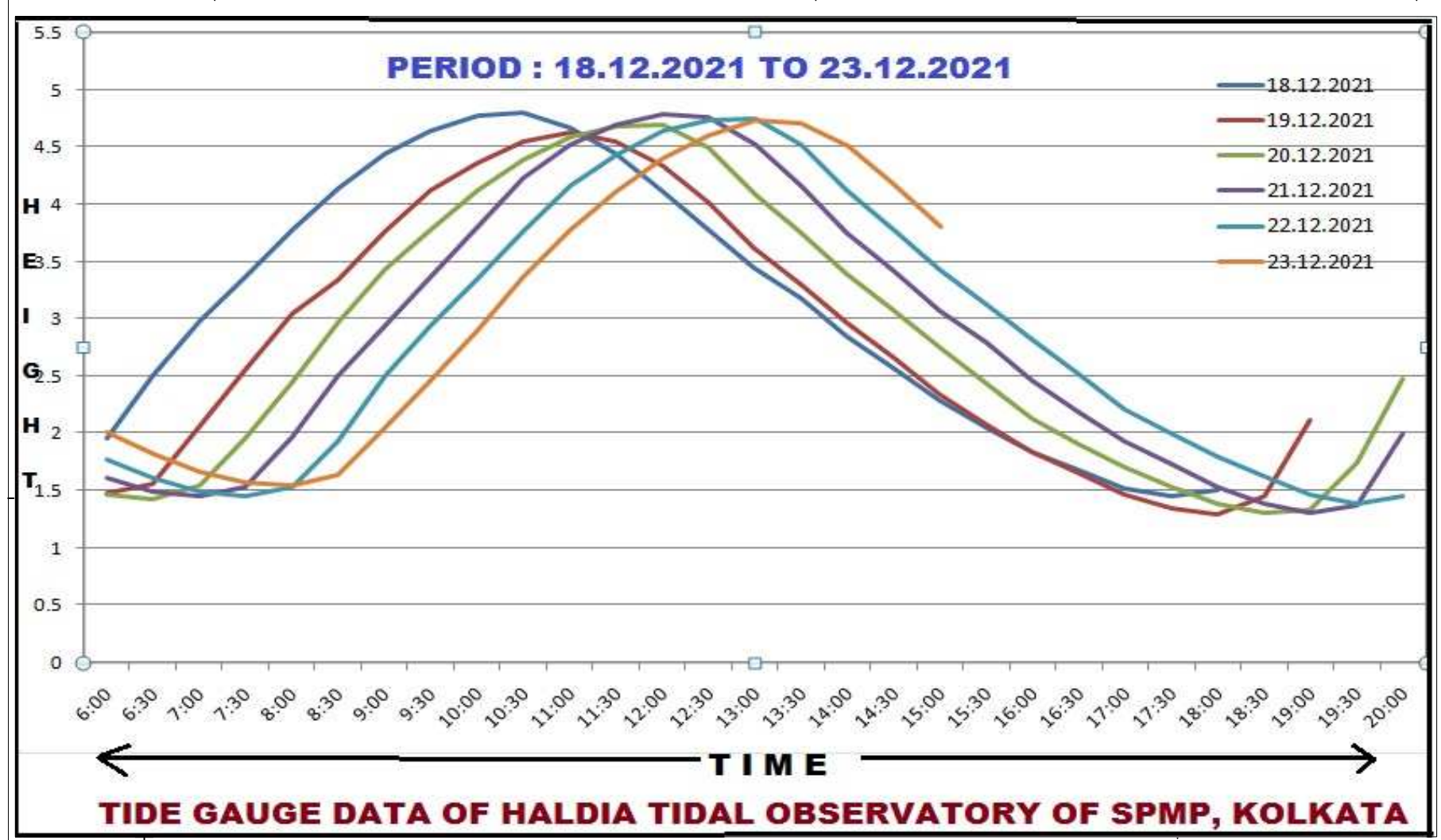




TIDE GAUGE DATA OF HALDIA TIDAL OBSERVATORY OF SPMP, KOLKATA

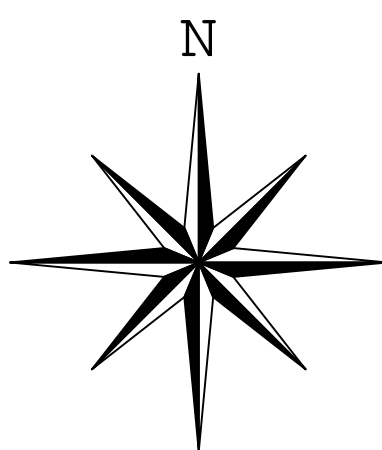
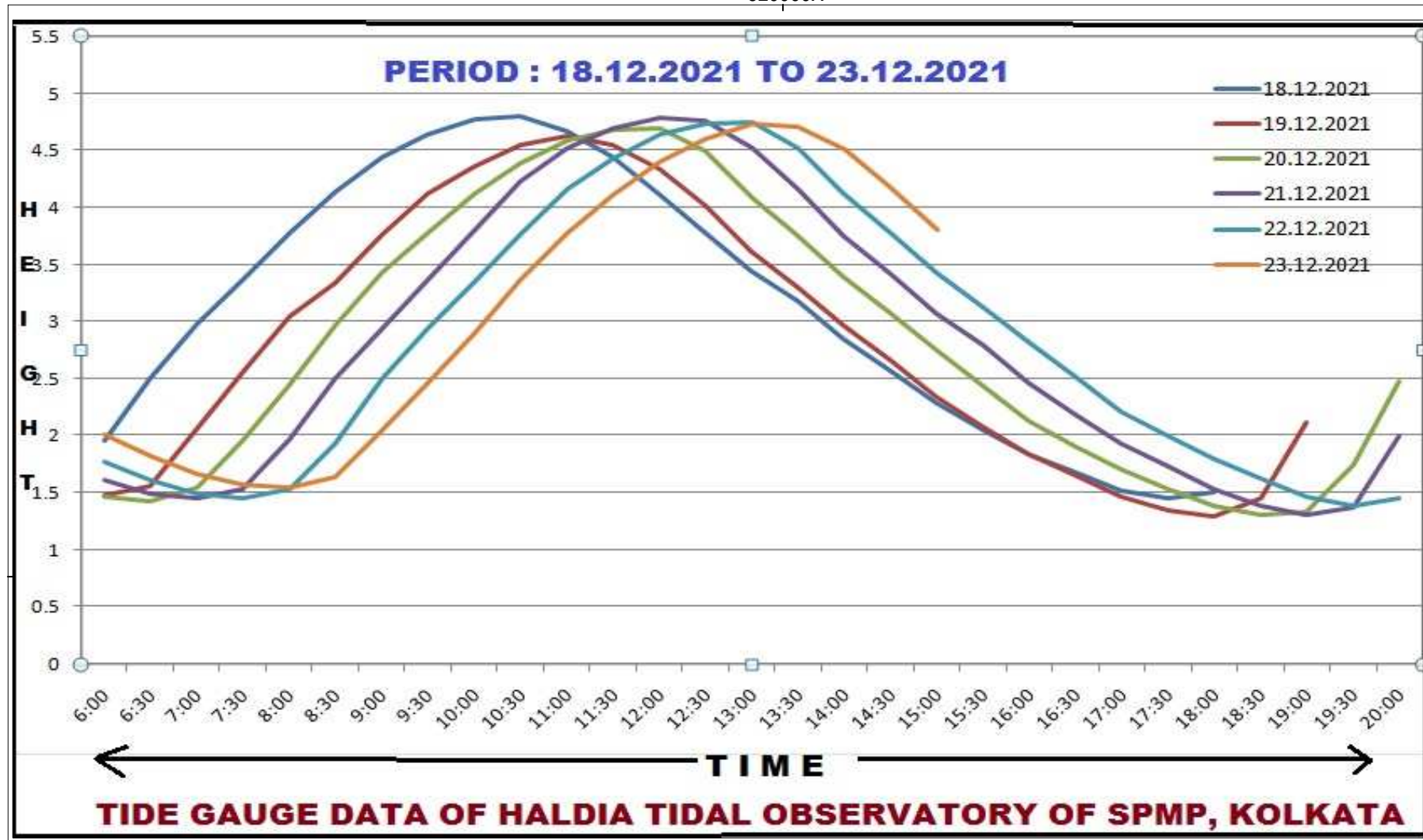
<b>INLAND WATERWAYS AUTHORITY OF INDIA</b>	
<b>NATIONAL WATERWAY NO.- 1</b>	
<b>RIVER : HOOGHLY</b>	
<b>HYDROGRAPHIC SURVEY FOR ASSESMENT OF APPROACH CHANNEL FOR MULTI MODEL TERMINA, HALDIA (CH. 38 KM TO 50 KM)</b>	
<b>SCALE : 1 : 5000</b>	
<b>DATE OF SURVEY : 18.12.2021 TO 23.12.2021</b>	
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<b>Instruments Used: 1. Echo Sounder : Lowrance HDS 5X</b>	
<b>2. DGPS : KODEN KGP-913 MkIID</b>	
<b>Note :-</b>	
1. Survey carried out by using Automatic Hydrographic Survey System (Hypack 2013a) in WGS 84 datum & UTM Projection.	
2. Soundings are reduced w.r.t Tide observation data collected from Haldia Tidal observatory of SMP (KoPT).	
3. Soundings are in Metres and Decimetres.	
<b>SURVEY VESSEL :- M.L DIHANG</b>	
<b>S. BASU, A.H.S</b>	<b>A. KUMAR, A.H.S</b>
<b>CHART PREPARED BY</b>	<b>CHECKED BY</b>
<b>APPROVED BY</b>	



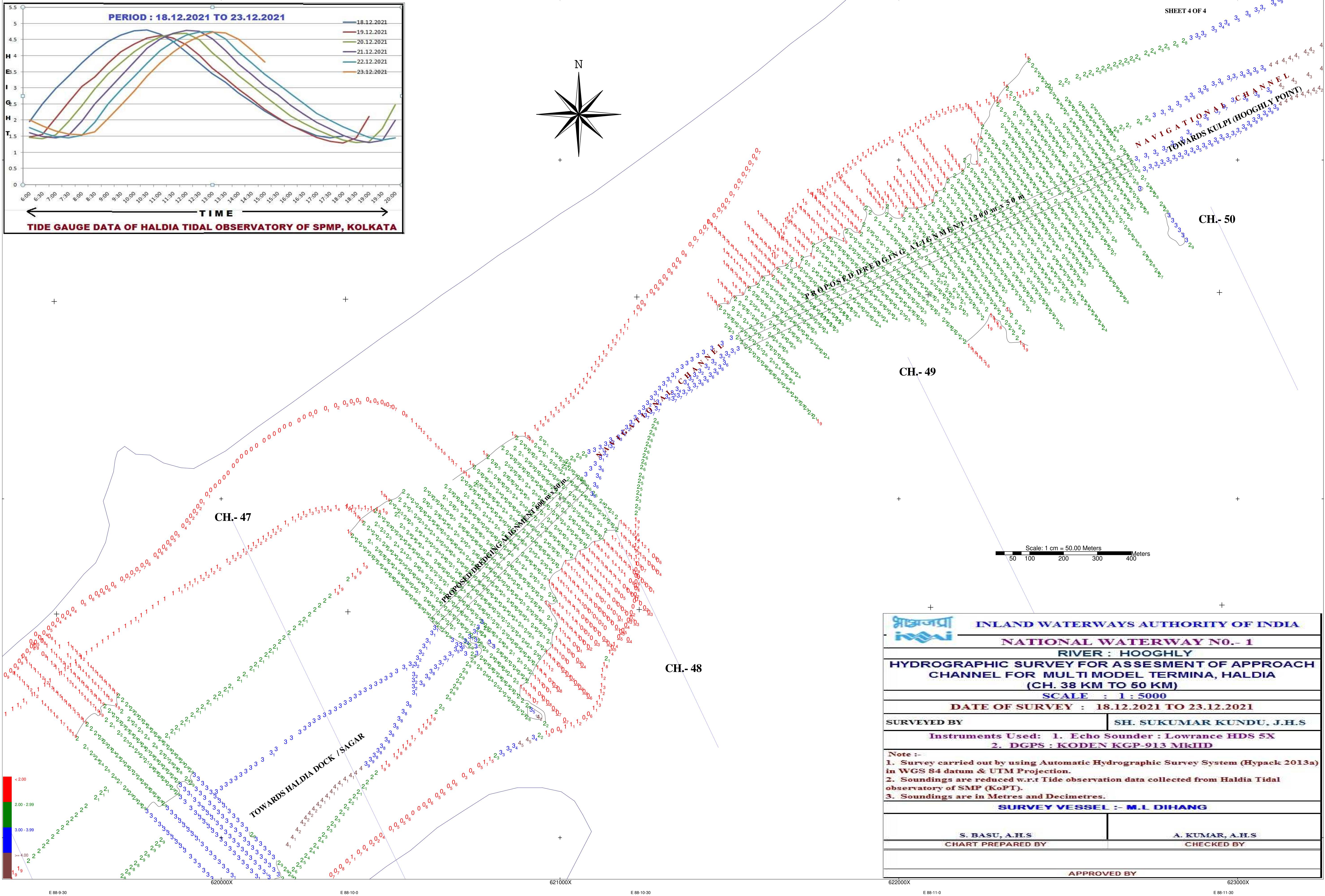


<b>INLAND WATERWAYS AUTHORITY OF INDIA</b>	
<b>NATIONAL WATERWAY NO.- 1</b>	
<b>RIVER : HOOGHLY</b>	
<b>HYDROGRAPHIC SURVEY FOR ASSESSMENT OF APPROACH CHANNEL FOR MULTI MODEL TERMINA, HALDIA (CH. 38 KM TO 50 KM)</b>	
<b>SCALE : 1 : 5000</b>	
<b>DATE OF SURVEY : 18.12.2021 TO 23.12.2021</b>	
<b>SURVEYED BY</b>	<b>SH. SUKUMAR KUNDU, J.H.S</b>
<b>Instruments Used: 1. Echo Sounder : Lowrance HDS 5X 2. DGPS : KODEN KGP-913 MkIID</b>	
<b>Note :- 1. Survey carried out by using Automatic Hydrographic Survey System (Hypack 2013a) in WGS 84 datum &amp; UTM Projection. 2. Soundings are reduced w.r.t Tide observation data collected from Haldia Tidal observatory of SMP (KoPT). 3. Soundings are in Metres and Decimetres.</b>	
<b>SURVEY VESSEL :- M.L DIHANG</b>	
<b>S. BASU, A.H.S</b> CHART PREPARED BY	<b>A. KUMAR, A.H.S</b> CHECKED BY
<b>APPROVED BY</b>	





SHEET 4 OF 4



<b>INLAND WATERWAYS AUTHORITY OF INDIA</b>	
<b>NATIONAL WATERWAY NO.- 1</b>	
<b>RIVER : HOOGHLY</b>	
<b>HYDROGRAPHIC SURVEY FOR ASSESSMENT OF APPROACH CHANNEL FOR MULTI MODEL TERMINA, HALDIA (CH. 38 KM TO 50 KM)</b>	
<b>SCALE : 1 : 5000</b>	
<b>DATE OF SURVEY : 18.12.2021 TO 23.12.2021</b>	
<b>SURVEYED BY</b>	<b>SH. SUKUMAR KUNDU, J.H.S</b>
<b>Instruments Used: 1. Echo Sounder : Lowrance HDS 5X 2. DGPS : KODEN KGP-913 MkIID</b>	
<b>Note :- 1. Survey carried out by using Automatic Hydrographic Survey System (Hypack 2013a) in WGS 84 datum &amp; UTM Projection. 2. Soundings are reduced w.r.t Tide observation data collected from Haldia Tidal observatory of SMP (KoPT). 3. Soundings are in Metres and Decimetres.</b>	
<b>SURVEY VESSEL :- M.L DIHANG</b>	
<b>S. BASU, A.H.S CHART PREPARED BY</b>	<b>A. KUMAR, A.H.S CHECKED BY</b>
<b>APPROVED BY</b>	