

Name of the Work:		Fairway Maintenance of Katwa - Tribeni (152 km) stretch of National Waterway - 1 (River Ganga)		Pre-Bid held on 12.01.2024	
Bid No.:		IN-IWAI-400749-CW-RFB			
S. No.	Clause No.	Page No.	Reference Clause	Query	IWAI Response
1	IFB	4	<p>2) Similar works such as those pertaining to General Dredging Experience in Ports / River / Lakes/ Canals/ Water Bodies / Wet excavation in dams / Management of Vessels and Manning of Vessels or Vessel related Marine Works or River Dredging and management of Dredged materials or Dredged material used in reclamation of port / harbours during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following:</p> <p>Three similar works each costing not less than INR 11.17 Crores or Dredged Quantity of 2.1984 Lakh cum OR</p> <p>Two similar works each costing not less than INR 13.96 Crores or Dredged Quantity of 2.748 Lakh cum OR</p> <p>One similar work costing not less than INR 22.34 Crores or Dredged Quantity of 4.3968 Lakh cum</p> <p>3) Meets Cash Flow of INR 6.98 crores required for minimum 3 months</p>	<p>2) Similar works such as those pertaining to General Dredging Experience in Ports / River / Lakes/ Canals/ Water Bodies / Wet excavation in dams / Management of Vessels and Manning of Vessels or Vessel related Marine Works or River Dredging and management of Dredged materials or Dredged material used in reclamation of port / harbours during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following:</p> <p>Three similar works each costing not less than INR 33.51 Crores OR</p> <p>Two similar works each costing not less than INR 41.88 Crores OR</p> <p>One similar work costing not less than INR 67.02 Crores</p> <p>3) Meets Cash Flow of INR 13.96 Crores required for minimum 6 months.</p>	No Changes, tender conditions prevail.
2	BDS, ITB 4.1	37	<p>Bids from consortium are acceptable and shall be treated the same way as that of JV mentioned in the bidding documents.</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be Four (4).</p>	<p>Bids from the consortium are acceptable and shall be treated the same way as that of JV mentioned in the bidding documents.</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be Three (3).</p>	No Changes, tender conditions prevail.
3	BDS, ITB 22.1	42	<p>Both Technical and Financial Bids shall be uploaded on-line in separate electronic envelopes,</p> <p>The deadline for uploading the bids is:</p> <p>Date: xx.01.2024 Time: 1500 hrs. IST or as amended from time to time.</p>	<p>In order for Bidders to prepare competitive bids, please revise the Bid Submission deadline to a fresh date giving at least two (2) weeks from the date when Employer Releases Replies to the Prebid Queries</p>	<p>14 days time will be given after uploading of pre-bid replies.</p> <p>Refer amendment sheet.</p>
4	Section – III, Clause 2.3.1	55	<p>(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 cash flow requirements estimated as INR 6.98 crores (Six crores & ninety-eight lakhs only) - (about 3 months cash flow at peak period of work) for the subject contract(s) net of the Bidders other commitments.</p>	<p>(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 cash flow requirements estimated as INR 13.96 crores (Thirteen crores, Ninety six lakhs only) - (about 6 months cash flow at peak period of work) for the subject contract(s) net of the Bidders other commitments</p>	No Changes, tender conditions prevail.
5	Section – III, Clause 2.4.2(a)	57- 58	<p>Bidder should have successfully completed as a prime contractor, JV member, management contractor or subcontractor, minimum (a) Three similar works each costing not less than INR 11.17 Crores or Dredged Quantity of 2.1984 Lakh cum OR</p> <p>(b) Two similar works each costing not less than INR 13.96 crores or Dredged Quantity of 2.748 Lakh cum OR</p> <p>(c) One similar work costing not less than INR 22.34 crores or Dredged Quantity of 4.3968 Lakh cum</p> <p>For the purpose of completed works, the value of the completed contract for similar works should not be less than 80% of the contract value.....</p>	<p>Bidder should have successfully completed as a prime contractor, JV member, management contractor or sub-contractor, minimum (a) Three similar works each costing not less than INR 33.51 Crores OR</p> <p>(b) Two similar works each costing not less than INR 41.88 Crores OR</p> <p>(c) One similar work costing not less than INR 67.02 Crores;</p> <p>For the purpose of completed works, the value of the completed contract for similar works should not be less than 80% of the contract value.....</p>	No Changes, tender conditions prevail.

S. No.	Clause No.	Page No.	Reference Clause	Query	IWAI Response
6	Section – III, 2.7.2	62	<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>Please revise the sub-clause as under:</p> <p>"a) The motor vessel/ tug/ boat to be deployed as Survey Vessel must be registered either under Inland Vessel Act, 2021 or Inland Vessel Act, 1917 or under Merchant Shipping Act, 1958 and must have valid registration certificate from the designated authority under Inland Vessel Act, 2021 or Inland Vessel Act, 1917 or from MMD under Merchant Shipping Act, 1958.</p> <p>b) The motor vessel/ tug/ boat to be deployed as Survey Vessel must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021 or Inland Vessel Act, 1917 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>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.</p> <p>The above valid certificates as on date of submission of bid shall be submitted with the technical bid.</p> <p>Refer Amendment Sheet.</p>
7	Section – III, 2.7.3	63	<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>Please revise the sub-clause as under:</p> <p>"a) The motor vessel/ tug/ boat to be deployed as Tug Boat must be registered either under Inland Vessel Act, 2021 or Inland Vessel Act, 1917 or under Merchant Shipping Act, 1958 and must have valid registration certificate from the designated authority under Inland Vessel Act, 2021 or Inland Vessel Act, 1917 or from MMD under Merchant Shipping Act, 1958.</p> <p>b) The motor vessel/ tug/ boat to be deployed as Tug Boat must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021 or Inland Vessel Act, 1917 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>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) The Tug / Boat / motor vessel must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021* or under Merchant Shipping Act, 1958.</p> <p>Refer Amendment Sheet.</p>
8	Section – III, 2.7.4	63	<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>Please revise the sub-clause as under:</p> <p>"a) The motor vessel/ tug/ boat to be deployed as Accommodation Boat must be registered either under Inland Vessel Act, 2021 or Inland Vessel Act, 1917 or under Merchant Shipping Act, 1958 and must have valid registration certificate from the designated authority under Inland Vessel Act, 2021 or Inland Vessel Act, 1917 or from MMD under Merchant Shipping Act, 1958.</p> <p>b) The motor vessel/ tug/ boat to be deployed as Accommodation Boat must have valid Survey certificates from the designated authority under Inland Vessel Act, 2021 or Inland Vessel Act, 1917 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>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) The 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.</p> <p>Refer Amendment Sheet.</p>
9	PCC, GCC 27.2	206	<p>Extension of Contract beyond 3 years: The Contract is extendable for further period of 2 Years based on satisfactory performance of the contractor. For the purpose of rates, the same shall be worked out based on the average of the lump sum quoted amounts for three years in the awarded cost (their bid) with existing Terms and Conditions. Price Adjustment shall be payable as per existing Terms & Conditions for this extended period.</p>	<p>Extension of Contract beyond 3 years: The Contract is extendable for further period of 2Years based on satisfactory performance of the contractor. For the purpose of rates, the same shall be worked out on mutual consent on yearly basis for another two years with an incremental rate of 10%* higher than the preceding year with existing Terms and Conditions. Price Adjustment shall be payable as per existing Terms & Conditions for this extended period.</p>	<p>The base year for Price Adjustment shall still be as per original 3-year contract. This will cater to the increased costs in 4th & 5th years of extended contract period.</p> <p>No Changes, tender conditions prevail.</p>
10	Section IX - PCC, GCC 47.1	211	<p>a) If a weekly joint survey establishes that the Contractor failed to maintain the navigational marks according to stipulations in Section VII, 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.</p>	<p>a) If a weekly joint survey establishes that the Contractor failed to maintain the navigational marks according to stipulations in Section VII, Description of Services to the Contract, deductions shall also be made from the respective monthly bill @ 1% of the verified payable amount for each such weekly default.</p>	<p>No Changes, tender conditions prevail.</p>

S. No.	Clause No.	Page No.	Reference Clause	Query	IWAI Response
11	Section IX - PCC, GCC 47.1	211	<p>c) In the event, if the Dredging Contractor does not provide the minimum 2.7 m LAD & 45 m channel bottom width (CBW) in all four weeks in a month then, apart from the above deductions as per PCC 47.1, an additional penalty @ 1% of the maximum bill that would have been claimed in that month (i.e., in no default condition) shall be recovered in next RA bill of the dredging contractor.</p> <p>d) In the event, the above condition persists continuously for three months, then, penalty applicable shall be @ 2% of the maximum bill that would have been claimed in that month (i.e., in no default condition) shall be recovered in next RA bill of the dredging contractor and this shall be continued to be deducted until the default condition persists. The penalty effected & deduction made on account of Lack of Performance shall not be refundable.</p>	Please Delete this clause.	No Changes, tender conditions prevail.
12	Section III, 2.2	53	<p>2.2.1 of Eligibility & 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> <ol style="list-style-type: none"> 1. What is meant by "dispute with IWAI not concluded"? 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" ? 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"? 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. <p>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 & 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>
13	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> <ol style="list-style-type: none"> 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>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 & 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> <p>Refer amendment sheet for revised order of priority.</p>

S. No.	Clause No.	Page No.	Reference Clause	Query	IWAI Response
14	Section III, 2.6	61	The Bidder must not have in his employment: (i) the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons of the following Government Departments: - All organization entities / agencies under Ministry of Ports, Shipping and Waterways (ii) without Government permission, any person who retired as gazetted officer within the last two years.	Shall Bidders have to provide a declaration on "No Relation" of their employees with that of persons of Government Departments, etc.? If yes, then we request you to provide a format on the same.	Declaration is not required at tendering stage. However, if at any time such violation is observed then it will be treated as breach of contract.
14	Section VII, Clause 9 (Quantity of Dredging)	117	The Stretch of Katwa - Tribeni (152 km) - Tentative Quantity of 16.486 Lakh Cum to be dredged during the lean season of (8) eight months (Mid-Oct to Mid-June) except for flood seasons (Mid-June to Mid-October)	With regard to the flood seasons (Mid June to Mid October), we would like to know from your end about what will be the advance Flood Alert Mechanism for contractors to prepare and take necessary measures to confront the impending flood? Further, we assume that during the flood season from Mid June to Mid-October dredging work will have to be stopped as the Farakka - Katwa will be worst affected by flood. Please confirm.	LAD of 3.0 m; channel width of 45 m and sufficient Day-channel marks are to be maintained in flood season also. The indicative flood season is provided in the clause. Flood forecasting etc. shall be obtained from concerned authorities. No Changes, tender conditions prevail.
15	Section VII, Clause 9 (Quantity of Dredging)	117	The Stretch of Katwa - Tribeni (152 km) - Tentative Quantity of 16.486 Lakh Cum to be dredged during the lean season of (8) eight months (Mid-Oct to Mid-June) except for flood seasons (Mid-June to Mid-October)	We request you to provide us Soil Investigation Report to aid us in doing proper Cost Analysis of the said Project.	Chainages of the stretch along with LAD data, flow discharges, water levels etc. are provided in Section VII. Additionally, if required, latest survey charts for Farakka - Katwa stretch may be obtained from regional office of IWAI, Kolkata. No soil investigation report is available. No Changes, tender conditions prevail.
16	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.
17	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.
18	Section III, Clause 2.7	62	Equipment - The Bidder must demonstrate that it has Key equipment listed hereunder	(a) As there are number of tenders (Seven tenders simultaneously) floated by IWAI and there is limitation of owing number of equipment. Further, there is limitation of availability of equipment in the market for hiring / chartering. In view of same we request IWAI to allow future charter agreement with the equipment company, who are ready to purchase the equipment for the bidder and give them on charter / rent if the bidder is found to be L1 and get the award of the contract from IWAI. (b) We shall propose the equipment as per the availability at the time of bidding and will ensure the deployment of same equipment if the contract / LOI is awarded with in the validity period of our bid. But if there is extension of the validity of the bid then bidder may be allowed to deploy alternative equipment as may be available with them or through charter so as to meet all the conditions / specifications as per tender or with better specifications.	No Changes, Tender Conditions Prevail.
19	Section III, Clause 2.7.2	62	Minimum of One (1) no. equipment with Multi beam eco sounder 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. 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. The above valid certificates as on date of submission of bid shall be submitted with the technical bid.	Bidder may be allowed to use a boat suitable to safely carry survey team along with survey equipment, the boat should be sea worthy and should have a valid registration certificate.	Please refer response to query no. 6.
20	Section III, Clause 2.7.2	62	Minimum of One (1) no. equipment with Multi beam eco sounder	We hereby request you to kindly allow "Single Beam Echo - Sounder" dual frequency in place of Multi Beam echo Sounder.	No Changes, Tender Conditions Prevail.

S. No.	Clause No.	Page No.	Reference Clause	Query	IWAI Response
21	Section III, Clause 2.7.3, Tug Boats	63	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. 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. The above valid certificates as on date of submission of bid shall be submitted with the technical bid.	We request you to kindly make the following ammendment to the Clauses: - a) Kindly amend as follows: - The Tug Boats must be registered either under Inland Vessel Act, 2021*/1917 or under Merchant Shipping Act, 1958 and must have valid registration certificate from the designated authority under Inland Vessel Act, 2021*/1917 or MMD under Merchant Shipping Act, 1958. b) It is hereby requested to kindly exempt us from submitting the Survey certificates from the designated authority under Inland Vessel Act, 2021* or MMD under Merchant Shipping Act, 1958 for Tug Boats	Please refer response to query no. 7.
22	Section VII, Clause 4	116	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.	We request you to kindly amend the clause as appended: - In case hard rock is encountered during the dredging works, then in such case the same should be treated as variation to the main scope of work.	The methodology is clearly given in the clause. No Changes, tender conditions prevail.
23	Section VII, Clause 16	124 In case the Contractor intends to dispose of the dredged materials on banks outside the river, they may do so after obtaining necessary permission from Engineer-in-charge and also from the land owner(s) and the concerned Department of the State Govts. (Forest / Mining / Revenue etc.) for dumping the material on their lands. 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. Expenditure involved in such disposal including payment to the land owner(s) for dumping the material on their lands shall be borne by the Contractor.	We request you to kindly amend the clause as appended: - In case of dredged matrial to be disposed in land then, all necessary permission in this regard and expenditures thereof to be in the scope of the Employer.	No Changes, Tender Conditions Prevail.
24	Section IX, GCC 1.1 (dd)	194	(i) Within 28 days from the date of signing of the Contract, the Employer shall issue a Notice to the Contractor for commencing operations to meet the requirements of Works and Services stipulated in Section - VII (Decription of Works / Work's requirement).	We request you to kindly amend the clause as appended: - In case of delay in issuance / award of Contract or the Contract is issued in Lean Season, Project schedule needs to be extended.	No Changes, Tender Conditions Prevail.
25	Section IX, GCC 20.1	204	The Site Possession Date / Mobilization shall not be later than 45 days after the issuance of the Letter of Award / Acceptance by the Employer.	We request you to kindly provide Mobilization period of 90 days after the issuance of Letter of Award / Acceptance by the Employer, in case the dredger offered by the Bidders needs to be procured post Letter of Award	No Changes, Tender Conditions Prevail.

Amendment-2 dated 17.01.2024

Inland Waterways Authority of India		Jal Marg Vikas Project	
Tender Reference No: - IN-IWAI-400749-CW-RFB CPPP Tender ID: - 2024_JMVP_788516_1			
Work Title: Fairway Maintenance of Katwa – Tribeni (152 km) stretch of National Waterway – 1 (River Ganga)			
S. No.	Bid Document Reference	Existing Text	To be read as
1.	IFB Clause - 7	Online Bid submission on or before 15.00 hours on 29.01.2024	Online Bid submission on or before 15.00 hours on 31.01.2024
2.	Section – II Bid Data Sheet (BDS) ITB 22.1	Both Technical and Financial Bids shall be uploaded on-line in separate electronic envelopes. The deadline for uploading the bids is: Date: XX.01.2024 Time: 1500 hrs. IST or as amended from time to time.	Both Technical and Financial Bids shall be uploaded on-line in separate electronic envelopes. The deadline for uploading the bids is: Date: 31.01.2024 Time: 1500 hrs. IST or as amended from time to time
3.	Section – II Bid Data Sheet (BDS) ITB 25.1	The online Bid Opening of Technical Parts of the Bid shall take place on Date: 29.01.2024 Time: 1530 hours or as amended from time to time <i>Place: Inland Waterways Authority of India A-13, Sector-1, Noida, Gautam Buddha Nagar, UP - 201301 Email: vc.iwai@nic.in</i>	The online Bid Opening of Technical Parts of the Bid shall take place on Date: 31.01.2024 Time: 1530 hours or as amended from time to time <i>Place: Inland Waterways Authority of India A-13, Sector-1, Noida, Gautam Buddha Nagar, UP - 201301 Email: vc.iwai@nic.in</i>
4.	Section – III, Clause 2.2.1 (Footnote) – Page no. 53	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 IWAI (i) Non-performance was not challenged by the contractor, including through referral to the	Non-performance, as decided by the Employer, shall include all contracts where any dispute with IWAI is not concluded.

		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.	
5.	Section – III, Clause 2.7.1 (Dredger) – Page no. 62	<p>Minimum of Two (2) nos. 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 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>Minimum of Two (2) nos. 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 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>
6.	Section – III, Clause 2.7.2 (Survey Vessel) – Page no. 62	<p>Minimum of One (1) no. 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</p>	<p>Minimum of One (1) no. 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</p>

		<p>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>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>
7.	Section – III, Clause 2.7.3 (Tug Boats) – Page no. 63	<p>Having suitable capacity for pulling the Dredgers and allied 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>Having suitable capacity for pulling the Dredgers and 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>
8.	Section – III, Clause 2.7.4 (Accommodation)	To accommodate Operational staff.	To accommodate Operational staff.

	Boats) – Page no. 63	<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>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>
9.	Section IX, Particular Conditions of Contract, GCC 45.1 – Page no. 209 - 210	<p>GCC 45.1 to be read as:</p> <p>The contract is subject to price adjustment in accordance with GCC Clause 45 and following information regarding coefficients.</p> <p>The Price Adjustment will be done on monthly basis.</p> <p>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.</p> <p>The Price adjustment factor for the Works & Services rendered in a month shall be determined using the coefficients/weightings of relevant Indices as under:</p>	<p>GCC 45.1 to be read as:</p> <p>The Price Adjustment will be done on monthly basis.</p> <p><u>FUEL ESCALATION/ DE-ESCALATION</u></p> <p>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:</p> <p>$R = 0.85 \times Q \times Vr \times (P - Po) / Po$</p> <p>Where;</p>

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

Price Adjustment Factor $P_c = 0.222 + 0.278 \times L_m/L_0 + 0.50 \times F_m/F_0$

Price Adjustment for Works & Services rendered in a month = **$R \times (P_c - 1)$**

where,
 L_m = CPI for the month in which the Works & Services have been provided
 L_0 = CPI for the month preceding the deadline for bid submission
 F_m = WPI for the month in which the Works & Services have been provided
 F_0 = WPI for the month preceding the deadline for bid submission
R = Running Account Bill amount for Works & Services rendered in a month after making deductions (a) as stipulated in PC 47.1

R = Amount payable as per fuel variation
Q = Fuel element factor = 0.50

Po= 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.

Vr= Value of work done during the month under consideration after making deductions for failure to achieve LAD and channel width as stipulated in PC 47.1.

IOCL/BPCL/HPCL official fuel circular shall be used for calculation of Po and P in the Fuel escalation formula.

		for failure to achieve LAD and Channel Bottom Width, and (b) towards repayment of Advance Payment.	
10.	Section – II (BDS), ITB 35.1 (f) – page no. 43	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.	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. “The prices quoted for the services outlined in this tender for each of the three years shall not deviate by more than ten percent ($\pm 10\%$) 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.”
11.	Section – III, 3.2 (Other Criteria) Page no. 65	3.2 Other Criteria (if permitted under ITB 35.1 (f) In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply: - 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.	3.2 Other Criteria (if permitted under ITB 35.1 (f) In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply: - 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>“The prices quoted for the services outlined in this tender for each of the three years shall not deviate by more than ten percent ($\pm 10\%$) 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>
12.	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 ($\pm 10\%$) 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>
13.	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"> 1) Ongoing works with IWAI 2) “Access Channel of MMT Haldia” 	<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"> 1) Ongoing works with IWAI

		<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 2) Fairway Maintenance of Digha – Majhaua stretch 3) Fairway Maintenance of Farakka – Kahalgaon stretch 4) Fairway Maintenance of Tribeni – Katwa stretch 5) Fairway Maintenance of Katwa - Farakka stretch 6) Access Channel of MMT Haldia 7) Fairway Maintenance of Barh – Digha stretch 8) Fairway Maintenance of Majhaua – Ghazipur stretch
14.	All other Terms & Conditions of the Tender Document remain unaltered.		
<p>OFFICER INVITING BIDS: - Vice – Chairman & 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>			