

**Proceedings of the Virtual (On-line) Pre-bid meeting held on 23<sup>rd</sup> January, 2023 for the “Fairway Maintenance of Access Channel of MMT Haldia on National Waterway-1 and disposal of the dredged material downstream at designated location”**

The following attended the meeting:

**I. IWAI**

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

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

- (i) Sh. Santosh Kumar

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

- (i) Sh. Nageshwar Rao

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

- (i) Sh. Sunil Kumar Singh

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

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## Annex-1

Response of Pre Bid Queries

**Name of the Work:** Fairway Maintenance of Access Channel of MMT Haldia on National Waterway-1 and disposal of the dredged material downstream at designated location

**Contract Package No:** IN-IWAI-332925-CW-RFB

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
1	IFB, Clause 3 (2), Page 3	Similar works such as those pertaining to General Dredging Experience in Ports / River / Lakes/ Canals/ Water Bodies, including Management of Vessel and Manning of Vessel or Vessel related Marine Works or River Dredging and management of dredging materials or Dredged material used in reclamation of port / harbour during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following	Excavation works carried out in Dams/Excavation works should also be included as a part of Similar work criteria to increase the competitiveness of the tendering process	Dams are excavated in dry conditions, IWAI is looking for experience of dredging works / wet excavation. No changes, tender conditions prevail.
2	Section I, Clause No.: 40, Page 27	Unbalanced or Front Loaded Bids	Please specify the percentage	Please refer to ITB, Clause 40. No changes, tender conditions prevail.
3	Section III, Clause No.: B(ii), Page 41	The requirement for dredging sediment volumes in shallow waterways; placing dredged materials in-stream; and, early detection and quantification of hazardous sediment and its removal; and any hazardous sediment if found during the dredging shall be removed by the bidder at no extra cost.	This clause should be deleted or the cost incurred for disposal of hazardous sediments should be paid by IWAI.	EMP is provided in the bid document, bidders are advised to study the same and submit their bid accordingly. The quoted cost by the bidder will be inclusive of all the work specified in the bid document. No changes, tender conditions prevail.
4	Section III, Clause No.: 2.3.1, Page 47	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 construction cash flow requirements estimated as INR	In JV, all parties combined should be allowed to satisfy this criteria.	Please refer Clause 2.3.1. The bid document mentions that 'In case of a JV, this is a 'Must meet requirement, for 'All partners combined.' No changes, tender conditions prevail.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
		21.98 Crores (Twenty one crore & Ninety eight lac) (about 6 six months cash flow at peak dredging / construction period) for the subject contract(s) net of the Bidders other commitments		
5	Section III, Clause No.: 2.3.1, Page 47	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 construction cash flow requirements estimated as INR 21.98 Crores (Twenty one crore & Ninety eight lac) (about 6 six months cash flow at peak dredging / construction period) for the subject contract(s) net of the Bidders other commitments	The clause looks contradictory. In Pg. No.: 3 Clause 3 is mentioned that the cash flow requirement is 29.10 Crores. However, in Pg. No.: 47 Clause No.: 2.3.1 it is mentioned as Rs.21.98 Crores. Please clarify.	The correct figure is Rs. 21.98 Crores. Please refer the Amendment sheet.
6	Section III, Clause 2.4.1, Page 48	Experience under construction contracts for similar works such as those pertaining to General Dredging Experience in Ports / River / Lakes/Canals / Water Bodies, including Management of Vessel and Manning of Vessel or Vessel related Marine Works <ul style="list-style-type: none"> <li>• River Dredging and management of dredging materials.</li> <li>• Dredged material used in reclamation of port/harbour will also be considered.</li> </ul> in the role of contractor, JV member, sub-contractor, or management contractor for at least the last seven [7] years prior to the bid submission deadline.	All parties combined should be allowed to satisfy this criteria and Excavation works carried out in Dams/Excavation works should also be included as a part of Similar work criteria to give infrastructure companies for wider participation in the tender.	All the JV members should have experience of any work mentioned in Section III, Clause 2.4.1. For inclusion of works carried out in Dams, please refer response query no. 1. No changes, tender conditions prevail.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
7	Section III, Clause 2.4.2 (b), Page 49	Bidder should have successfully completed as a prime contractor, JV members, management contractor or sub-contractor, minimum Three similar works each costing not less than INR 29.10 Crs Or Two similar works each costing not less than INR 36.36 Crs Or One similar works costing not less than INR 58.18 Crs within the last seven (7) years (FY 2015-16 to FY 2021-22), which is similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer's requirements.	We propose to consider similar works carried out in the last 10 years (FY 2012-13 to FY 2021-22) to be considered.	No changes, tender conditions prevail.
8	Section III, Clause 2.4.2 (d), Page 49 – 50	Assessed Available bid capacity	All parties combined should be allowed to satisfy this criteria.	For participation as JV, Lead member should meet 50% and other members each should meet 25% of the requirement, as specified in the bid document. No changes, tender conditions prevail.
9	Section III, Clause 2.4.2 (d), Page 50	A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year ..... at the rate of 5% per year), taking into account the completed as well as works in progress).	Since 2020 & 2021 has been severely affected due to outbreak of Covid, we kindly request you to consider last 7 years for evaluating the financial criteria.	No changes, tender conditions prevail.
10	Section IV, Form EXP 4.1 (c), Page 55	Specific Experience in managing ES aspects	This Clause can be deleted as it restricts qualification of most of the dredging companies which reduces the competitiveness of the tendering process.	The clause is added. Please refer amendment sheet.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
11	Section III, Clause 2.6(1), Page 52	Contract Manager shall have a bachelor's degree in Civil / Mechanical engineering and an experience of minimum 10 years', out of which at least 7 years shall be in managing projects of similar nature.	Marine Engineers with experience of more than 10 years should also be considered.	No changes, tender conditions prevail.
12	Section III,, Clause 2.7, Page 53	Equipment (River Worthiness Certificate)	River worthiness certificate should be allowed to submit after the award of contract.	No changes, tender conditions prevail.
13	Section III, Clause No.: 2.7, Page 53	Equipment	Contractors should be allowed to deploy 2Nos. of backhoe dredgers along with Minimum of 6 nos. of Split Hopper Barges / Bottom Door Opening Barges / Dump Barges with Tug set up	Please refer Section VII, Clause 4 (Equipment to be deployed). No changes, tender conditions prevail.
14	Section III, Clause 2.7.2, Page 53	Multi Beam Echo Sounder	Multi beam echo sounder should not be mandatory as they are used in the surveys where the depth to be recorded is very high. Moreover, they are very expensive and since the depth to be maintained is only 3m, single beam echo sounders should be allowed to carry out the surveys.	IWAI is using Multi beam echo sounders satisfactorily in surveys on NW-1. No changes, tender conditions prevail.
15	Section III, Clause 2.7.4, Page 53	Accommodation Boats River worthiness certificate to be provided at the time of bid submission, from certifying authority.	Accommodation boats should be optional.	Submission of details regarding 'Accommodation Boat' is desirable and not mandatory at the time of bid submission. No changes, tender conditions prevail.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
16	Section VII, Clause 03, Page 117	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.	It is requested that the requirement of dredging strata, boulders & sand stone should be waived off. Also it will be impossible to remove wooden logs, ropes etc with cutter suction dredgers. The scope of dredging should be limited to sand, silt & clay only.	No changes, tender conditions prevail.
17	Section VII, Clause 21 (k), Page 119	In case obstructions like concrete piles, structures of fishing nets, plastic debris, fallen trees, sunken boats etc. are encountered, those will be removed by the Service Provider and no extra payment on this account shall be admissible to the Service Provider	Contractors should be paid extra for removing external objects from the river bed as this would involve hiring of equipments other than cutter suction dredgers.	No changes, tender conditions prevail.
18	Section IX, Clause GCC 47.1, Page 179	The estimated quantity of approx. 9.54 Lacs cum is to be dredged during the contract period of 12 months (Quantity based dredging period).	We understand that the effective dredging period is from Nov to May. Please confirm.	The estimated quantity of approx. 9,54 Lacs cum is to be dredged in first year of the contract.
19	Sr. No.: I, Page 198	'Consent to Establish' and 'Consent to Operate' shall be obtained from State Pollution Control Board under the Air (Prevention and Control of Pollution) Act, 1981 and the Water (Prevention and Control of Pollution) Act, 1974.	This clause shall be deleted.	No changes, tender conditions prevail.
20	Sr. No.: XII, Page 198	All required noise and vibration control measures are to be adopted in Dredgers. Cutter suction Dredgers should be avoided as much as possible which produces more noise and vibration. No Drilling and Blasting is to be carried out.	This clause shall be deleted.	No changes, tender conditions prevail.
21	Sr. No.: XIII, Page 198	Pre geo-tectonic studies has to be completed and the strata to be dredged is predetermined with complete data pertaining to hardness, compressive and tensile strengths.	Should be carried out by the employer	Based on the strata, if required same shall be carried out by Contractor. No changes, tender conditions prevail.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
22	Sr. No.: XVIII, Page 198	Disposal places of Dredged sediments needs to be predetermined, along the shore by assessment of suitability, which will not affect the shoreline (erosion) and also causing impacts during monsoon and flooding.	IWAI should do the required assessment and provide suitable disposal area for dumping the dredged spoil	Please refer 'Section VII, Clause 4: Disposal of Dredged Material.' No changes, tender conditions prevail.
23	Sr. No.: XIX, Page 198	As much as possible, it shall not be disposed off in the river itself, and the site should be such that the dispersion is quicker by undertaking modelling studied.	IWAI should do the required assessment and provide suitable disposal area for dumping the dredged spoil	Please refer 'Section VII, Clause 4: Disposal of Dredged Material.' No changes, tender conditions prevail.
24			If the water level goes down drastically during the lean seasons due to any reasons which is not attributed to the contractor, then the contractor should be given sufficient time to obtain the LAD without imposing any Liquidated damages or penalty.	No changes, tender conditions prevail.
25			If the channel gets filled due to collapse of bandals, due to any reasons which is not attributed to the contractor, then the contractor should be given sufficient time to obtain the LAD without imposing any Liquidated damages or penalty.	No changes, tender conditions prevail.
26			All the charts and diagrams provided in the tender documents are not legible. Please provide clear copy of the same.	No changes, tender conditions prevail.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response																												
27			Please share with us the side scan sonar, Borehole data or Geotechnical report if available.	Chainages of the stretch along with LAD data and no. of shoals in the stretch are provided in Section VII. No changes, tender conditions prevail.																												
28			Latitude and Longitude of the shoals may please be provided.	Please refer response to query no. 27.																												
29			<p>Following multiplication factor clause to be included to arrive at the current price level to calculate the work experience &amp; Financial criteria:</p> <table border="0"> <tr> <td>Year</td> <td>2021-22</td> <td>–</td> <td>1.0</td> </tr> <tr> <td>Year</td> <td>2020-21</td> <td>–</td> <td>1.1</td> </tr> <tr> <td>Year</td> <td>2019-20</td> <td>–</td> <td>1.21</td> </tr> <tr> <td>Year</td> <td>2018-19</td> <td>–</td> <td>1.33</td> </tr> <tr> <td>Year</td> <td>2017-18</td> <td>–</td> <td>1.46</td> </tr> <tr> <td>Year</td> <td>2016-17</td> <td>–</td> <td>1.60</td> </tr> <tr> <td>Year</td> <td>2015-16</td> <td>–</td> <td>1.75</td> </tr> </table>	Year	2021-22	–	1.0	Year	2020-21	–	1.1	Year	2019-20	–	1.21	Year	2018-19	–	1.33	Year	2017-18	–	1.46	Year	2016-17	–	1.60	Year	2015-16	–	1.75	<p>The multiplication factor is given as 5% as per Section III, Clause 2.4.2 (d). No changes, tender conditions prevail.</p>
Year	2021-22	–	1.0																													
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Year	2019-20	–	1.21																													
Year	2018-19	–	1.33																													
Year	2017-18	–	1.46																													
Year	2016-17	–	1.60																													
Year	2015-16	–	1.75																													



Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
30	IFB Clause 3  Section III, Clause No.: 2.3.1, Page 47	Cash Flow Cash Flow for minimum of (6) six months of operation INR 29.10 crores.  Financial Capabilities - the construction cash flow requirements estimated as INR 21.98 Crores (Twenty one crore & Ninety eight lac) (about 6 six months cash flow at peak dredging / construction period).	The construction cash flow requirements mentioned in two different Clauses are different in value. Please confirm	The correct figure is Rs. 21.98 Crores. Please refer the Amendment sheet.
31	Section III, Clause 2.2.3, Page 45 – 46	Pending Litigation – Bidder’s financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder.	3.1 is not mentioned in EQC – Please Clarify	The correct clause is 2.3.1 Please refer the Amendment sheet.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
32	Point a. of BoQ and Excel sheet, Page 103 and 105	Point a. of the BOQ in Bid Document – Quoted per 10 Kms beyond 40 up to 50 Kms.	As per BOQ in Excel and Document – Its dumping location already include in Scope of work, but as per point a. of BOQ we have to Quote separately per 10 Kms beyond 40 up to 50 Kms. – Please confirm Point a.	The dumping location include in Scope of work is up to 60 km. However, Point a. is for quoting per km rate beyond 40 up to 50 km. No changes, tender conditions prevail.
33	Section III, Clause 2.3.1 (iii), Page 47 & 81	The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last 5 years (ending FY 2020-21) shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. & Form FIN 2.3.1 to 2.3.3 – Average Annual Dredging Turnover ..... Form FIN – 3.2	As per Clause 2.3.2 – page no. 48 in EQC – Requirement for Annual Average Turnover Financial Year Mention is Ending 31st March 2021-22, but Clause for 2.3.1 (iii) and FIN - 3.2 mention is Last F.Y 2020-21 – Please clarify.	The ending year is amended as FY 2021 – 22. Please refer the Amendment sheet.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
34	Eligibility and Qualification Criteria	Eligibility and Qualification Criteria	<p>It is pertinent to mention that the Similar work criteria for the tender is not in accordance with CVC guidelines / Procurement manual issued by Ministry of Finance, Government of India. The conditions have been relaxed by more than 60%. It may be noted that as per the guidelines, the pre-qualification criteria specified in the tender document should neither be made very stringent nor very lax to restrict/ facilitate the entry of bidders.</p> <p>Such relaxation will result in incompetent bidders to get this contract who are neither technically nor financially capable of completing this contract. Hence it is humbly requested to kindly follow the guidelines and keep the similar work criteria as per the guidelines so that fair competition is ensured.</p>	No changes, tender conditions prevail.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
35	IFB, Clause 3	Average annual turnover during last five years ending 31 <sup>st</sup> March of the previous financial year (FY 2021-22), should be i.e., INR 39.56 crore (INR Thirty-nine Crore fifty-six lac)	Average annual turnover during last five years ending 31 <sup>st</sup> March of the previous financial year (FY 2021-22), should be i.e., INR 21.81 crore (INR Twenty-One Crore Eighty-One lac)	No changes, tender conditions prevail.
36	Ernest Money Deposit	Bid Security is Rs. 2,63,76,000.00	Exemption for MSME and NSIC Certificate. Request to kindly add the subject clause.	No changes, tender conditions prevail.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
37	Section III, Clause 2.5.2, Page 50	Relevant OHSAS certificate and Experience in occupational health and safety management over the last 2 years, starting 1 <sup>st</sup> January 2019.	Request to kindly change the clause as follows: Relevant OHSAS certificate and Experience in occupational health and safety management.	No changes, tender conditions prevail.
38	Section III, Clause 2.5.3, Page 51	Relevant Environmental management certificate and experience with environmental management systems over the last 2 years, starting 1 <sup>st</sup> January 2019.	Request to kindly change the clause as follows: Relevant Environmental management certificate and experience with environmental management systems.	No changes, tender conditions prevail.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
39	Section III, Clause 2.6, Page 52	Graduate or equivalent in social sciences	Request you kindly delete the said requirement.	No changes, tender conditions prevail.
40	Section III, Clause 2.6, Page 52	Graduate in Environmental Engineering/ Environmental Sciences	Request you kindly delete the said requirement.	No changes, tender conditions prevail.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
41	Section III, Clause 2.6, Page 52	Graduate in Engineering/ Sciences and must have Diploma / Certification in health and safety	Request you kindly delete the said requirement.	No changes, tender conditions prevail.
42	Section III, Clause 2.7.1, Page 53	Minimum of 6 nos. of Split Hopper Barges / Bottom Door Opening Barges / Dump Barges with Tug set up	Request to kindly change the clause as follows: Minimum of 6 nos. of Split Hopper Barges / Bottom Door Opening Barges / Dump Hopper Barges with Tug set up	No changes, tender conditions prevail.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
43	Section VII, Clause 29	<p><b>Multi Beam Echo Sounder</b> The digital echo sounder for hydrographic surveys shall in principle be operated in the 210 kilo Hertz range (narrow beam transducer).</p>	Request you to change the requirement to Single Beam Echosounder which is generally used in Haldia reaches due to low depth.	IWAI is using Multi beam echo sounders satisfactorily in surveys on NW-1. No changes, tender conditions prevail.
44		BoQ in Tender and in Excell does not match for Item No. 1.	Request to kindly change in the Excel BoQ.	<p>Bidders are requested to ensure that the amount mentioned in Priced Activity Schedule, Table-1 – BOQ (PDF format) i.e. Appendix-1 should be same as amount mentioned in Finance Bid (on-line BOQ) i.e. Appendix-2.</p> <p><u>For example:</u></p> <p>i) Amount mentioned as AA under “Dredging for 1<sup>st</sup> Year on Quantity basis” (Appendix-1) should be same as that mentioned at S. No. 1.01 (Appendix-2).</p> <p>ii) Amount mentioned as BB under “2<sup>nd</sup> Year, LAD-3.0m. Channel Width-45m” (Appendix-1) should be same as that mentioned at S. No. 1.02 (Appendix-2).</p>



Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
				<p>iii) Amount mentioned as CC under “3<sup>rd</sup> Year, LAD-3.0m. Channel Width-45m” (Appendix-1) should be same as that mentioned at S. No. 1.03 (Appendix-2).</p> <p>For details, Bidders are advised to refer  - Appendix 1 (PDF format) and  - Appendix 2 (on-line BOQ)  which are enclosed.</p>
45		<p>Similar works such as those pertaining to General Dredging Experience in Ports /River / Lakes/ Canals/ Water Bodies, including Management of Vessel and Manning of Vessel or Vessel related Marine Works or River Dredging and management of dredging materials or Dredged material used in reclamation of port / harbour during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following  Three similar works each costing not less than INR 29.10 crore or  Two similar works each costing not less than INR 36.36 crore or  One similar work costing not less than INR 58.18 crore.</p>	<p>Request you to kindly change the clause as follows: Similar works such as those pertaining to General Dredging Experience in Ports /River / Lakes/ Canals/ Water Bodies, including Management of Vessel and Manning of Vessel or Vessel related Marine Works or River Dredging and management of dredging materials or Dredged material used in reclamation of port / harbour during last 7 years ending last day of month previous to the one in which this tender is invited</p>	<p>Quantities are included.  Please refer the amendment sheet.</p>

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
			<p>should be either of following  Three similar works each costing not less than INR 29.10 crore or 6.10 Lacs Cubic Meters or  Two similar works each costing not less than INR 36.36 crore or 7.63 Lacs Cubic Meters or  One similar work costing not less than INR 58.18 crore or 12.20 Lacs Cubic Meters.</p>	
46	Section III, Clause 2.4, Page 49	A certificate for ongoing works from the employer stating the Value of the work & 80 % completion has been achieved shall be considered as completed and certificate of employer in this regard stating percentage of completion shall be submitted.	Request to kindly delete this clause as most of the government employers refuse to give this such letters before the completion of the project due to unknown uncertainties.	No changes, tender conditions prevail.

Sr. No.	Section No. Clause, Sub Clause No. and Page No.	Tender Clause	Query	IWAI Response
47	Section III, Clause 2.4.2 (d), Page 50	<p>Assessed Available bid capacity = (A*N*1.5-B)  Where,  A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year 31 March2022 (end of GoI's Financial Year) ..... at the rate of 5% per year), taking into account the completed as well as works in progress).</p>	<p>The subject work of Fairway Maintenance is a Marine Work and not a civil engineering work. Request to kindly change the same as follows:  A = Maximum value of Marine works executed in any one year during the last five years (updated to the price level of the financial year 31 March2022 (end of GoI's Financial Year) ..... at the rate of 5% per year), taking into account the completed as well as works in progress).</p>	No changes, tender conditions prevail.
48	Section III, Clause 2.7.1, Page 53	The Dredger must have Valid Statutory Certificates under either Inland Vessels Act or under Marine Shipping Act.	The Dredger must have Valid Statutory Certificates under either Inland Vessels Act or under Marine Shipping Act or under a Foreign Flag.	No changes, tender conditions prevail.

## Appendix-1

### Excel format to be submitted in PDF by the Bidder

- Priced Activity Schedule

**Table – 1 - Bill Of Quantities**

<b>Fairway Maintenance of Access Channel of MMT Haldia on National Waterway-1 on Quantity &amp; Performance basis (1+2 years) and disposal of the dredged material downstream at designated location, at Sagar Dumping location (Latitude 21°32'45'' (North) &amp; longitude 87°59'54'' (East)) with distance of approx. 50 to 60 Km from MMT-Haldia terminal or any other location notified by the competent authority (SMPT/HDC/IWAI).</b>					
<b>Lump Sum prices Quoted shall be inclusive of ESHS but excluding GST ( % age of GST considered shall to be indicated separately )</b>					
1	2	3	4	5	6
Fairway Maintenance of Access Channel of MMT Haldia on National Waterway-1 on Quantity & Performance basis (1+2 years) and disposal of the dredged material downstream at designated location, at Sagar Dumping location (Latitude 21°32'45'' (North) & longitude 87°59'54'' (East)) with distance of approx. 50 to 60 Km from MMT-Haldia terminal or any other location notified by the competent authority (SMPT/HDC/IWAI) by <i>deploying Trailers Suction Hopper Dredgers (TSHD's) in combination with Cutter Suction Dredger OR Cutter Suction Dredgers with Barge loading system in combination with Split Hopper Barges/Bottom Opening Barges/Hopper Barges.</i>	Quantity in lakh cum	Quoted rate inclusive of 1% of Labour welfare cess		Amount	Total Amount in Words
		Figures	Words		
<p><i>(Basic Quoted Rate includes disposal of Dredged material up to 60 km)</i></p> <p><i>The rate shall include the surveys (at all stages: pre and post dredging survey), mobilization and de-mobilization charges, fuel, lubricants, manning, shifting charges from one zone to other zone, including Labour Welfare Cess @ 1% (but except GST) as prevailing and all other taxes / charge, expenditure etc. complete in all respect.</i></p>					
<b>Dredging for 1<sup>st</sup> Year on Quantity basis</b>	9.54			<b>AA</b>	
<b>2<sup>nd</sup> Year, LAD-3.0m. Channel Width- 45m</b>	LS			<b>BB</b>	
<b>3<sup>rd</sup> Year, LAD-3.0m. Channel Width- 45m</b>	LS			<b>CC</b>	
<b>Rate for disposal of dredging material to be (excluding GST)</b>					
a. Quoted per 10 Kms beyond 40 up to 50 Kms	Per Km				
b. Quoted per 10 Kms beyond 60 up to 70 Kms	Per Km				
c. Quoted per 10 Kms beyond 70 up to 80 Kms	Per Km				
<b>Percentage of GST</b>					
<b>( % age of GST considered )</b>					

Note: 1. Bidders are requested to ensure that the amount mentioned in Priced Activity Schedule, Table-1 – BOQ (PDF format) i.e. Appendix-1 should be same as amount mentioned in Finance Bid (on-line BOQ) i.e. Appendix-2. For example:

- i) Amount mentioned as AA under "Dredging for 1st Year on Quantity basis" (Appendix-1) should be same as that mentioned at S. No. 1.01 (Appendix-2).
- ii) Amount mentioned as BB under "2nd Year, LAD-3.0m. Channel Width- 45m" (Appendix-1) should be same as that mentioned at S. No. 1.02 (Appendix-2).
- iii) Amount mentioned as CC under "3rd Year, LAD-3.0m. Channel Width- 45m" (Appendix-1) should be same as that mentioned at S. No. 1.03 (Appendix-2).

2. For the purpose of evaluation, figures mentioned in 'on-line BOQ' format (Appendix-2) shall be considered.

Validate

Print

Help

**Item Wise BoQ**

Tender Inviting Authority: Jal Marg Vikas Project, Inland Waterways Authority of India, Noida

Name of Work: Fairway Maintenance of Access Channel of MMT Haldia on National Waterway-1 on Quantity &amp; Performance basis (1+2 years) and disposal of the dredged material downstream at designated location

Contract No: IN-IWAI-332925-CW-RFB

Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</b> (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	13	15
1	<p><b>Fairway Maintenance of Access Channel of MMT Haldia on National Waterway-1 on Quantity &amp; Performance basis (1+2 years) and disposal of the dredged material downstream at designated location</b>, at Sagar Dumping location (Latitude 21°32'45" (North) &amp; longitude 87°59'54" (East)) with distance of approx. 50 to 60 Km from MMT-Haldia terminal or any other location notified by the competent authority (SMPT/HDC/IWAI) by deploying Trailers Suction Hopper Dredgers (TSHD's) in combination with Cutter Suction Dredger OR Cutter Suction Dredgers with Barge loading system in combination with Split Hopper Barges/Bottom Opening Barges/Hopper Barges.</p> <p><b>(Basic Quoted Rate includes disposal of Dredged material up to 60 Km)</b> The rate shall include the surveys (at all stages: pre and post dredging survey), mobilization and de-mobilization charges, fuel, lubricants, manning, shifting charges from one zone to other zone, including Labour Welfare Cess @ 1% (but except GST) as prevailing and all other taxes / charge, expenditure etc. complete in all respect.</p>					
1.01	Dredging for 1st Year on Quantity basis	1.00	Nos	AA	0.00	INR Zero Only
1.02	2nd Year, LAD-3.0m. Channel Width- 45m	1.00	Nos	BB	0.00	INR Zero Only
1.03	3rd Year, LAD-3.0m. Channel Width- 45m	1.00	Nos	CC	0.00	INR Zero Only
2	<b>* Rate for disposal of dredging material to be (excluding GST)</b>					
2.01	Quoted per 10 Kms beyond 40 up to 50 Kms	1.00	Per km		0.00	INR Zero Only
2.02	Quoted per 10 Kms beyond 60 up to 70 Kms	1.00	Per km		0.00	INR Zero Only
2.03	Quoted per 10 Kms beyond 70 up to 80 Kms	1.00	Per km		0.00	INR Zero Only
3.01	<b>GST Amount</b>	1.00	Nos		0.00	INR Zero Only
<b>Total in Figures</b>					<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>				<b>INR Zero Only</b>		

Note: 1. Bidders are requested to ensure that the amount mentioned in Priced Activity Schedule, Table-1 – BOQ (PDF format) i.e. Appendix-1 should be same as amount mentioned in Finance Bid (on-line BOQ) i.e. Appendix-2. For example:

- i) Amount mentioned as AA under "Dredging for 1st Year on Quantity basis" (Appendix-1) should be same as that mentioned at S. No. 1.01 (Appendix-2).
- ii) Amount mentioned as BB under "2nd Year, LAD-3.0m. Channel Width- 45m" (Appendix-1) should be same as that mentioned at S. No. 1.02 (Appendix-2).
- iii) Amount mentioned as CC under "3rd Year, LAD-3.0m. Channel Width- 45m" (Appendix-1) should be same as that mentioned at S. No. 1.03 (Appendix-2).

2. For the purpose of evaluation, figures mentioned in 'on-line BOQ' format (Appendix-2) shall be considered.

## Annex-2

Amendment - 3

**Name of the Work:** Fairway Maintenance of Access Channel of MMT Haldia on National Waterway-1 and disposal of the dredged material downstream at designated location

**Contract Package No:** IN-IWAI-332925-CW-RFB

S No.	Section No. Clause, Sub Clause No.	Existing Text	To be Read as
1.	IFB, Clause 3, 3	<i>Cash Flow for minimum of (6) six months of operation INR 29.10 crores</i>	<i>Cash Flow for minimum of (6) six months of operation INR 21.98 crores</i>
2.	IFB, Clause 4	The method of payment will be Demand Draft, to be submitted along with the bid.	The method of payment will be Demand Draft shall be submitted in original within the due date and time of the bid.
3.	IFB, Clause 5	Bidding documents are available online on CPP Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> from 12.01.2023 to 10.02.2023 for a non-refundable fee as indicated in the table below....	Bidding documents are available online on CPP Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> from 12.01.2023 to 09.03.2023 for a non-refundable fee as indicated in the table below....
4.	IFB, Clause 7	All Bids must be accompanied by a bid security (or “Bid-Securing Declaration,” as appropriate) of the amount specified for the work in the table below, drawn in favour of IWAI Fund Bid security will have to be in any one of the forms as specified....	All Bids must be accompanied by a bid security of the amount specified for the work in the table below, drawn in favour of IWAI Fund Bid security will have to be in any one of the forms as specified....
5.	IFB, Clause 8	Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> on or before 15:00 hours on 10.02.2023 and the ‘Technical Part’ of the bids will be publicly opened online on the same day at 15:30 hours....	Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> on or before 15:00 hours on 09.03.2023 and the ‘Technical Part’ of the bids will be publicly opened online on the same day at 15:30 hours....
5.	IFB, Clause 9	The bidders are required to submit (a) original payment documents towards the cost of bidding document; and registration on e-procurement website (if applicable); (b) original bid security or Bid-Securing Declaration in approved form; and (c) original	The bidders are required to submit (a) original payment documents towards the cost of bidding document; and registration on e-procurement website (if applicable); (b) original bid security in approved form; and

		affidavit regarding correctness of information furnished with bidding document....	(c) original affidavit regarding correctness of information furnished with bidding document....
6.	Section II, ITB, Clause 4.6	Deleted (unless the Employer has previously used bid securing declaration as bid security).	Deleted
7.	Section II, ITB, Clause 18.3 (a)	The factor is 5.52 % per annum. – However, the clause is not applicable as this is an adjustable price contract.	Deleted
8.	Section II, ITB, Clause 19.3 (d)	<p>Other type of acceptable securities are:</p> <p>Online cash transfer (if applicable, provide full details)</p> <p>Bank details:          Advising Bank: Union Bank of India          Bank Account no.: 513202050000007          IFSC Code: UBIN0551325          Name of beneficiary: IWAI FUND          Branch name: Sector 15, Naya Bans, NOIDA          Address: Sector 15, Naya Bans, NOIDA – 201301</p>	<p>Other type of acceptable securities are:</p> <p>Online cash transfer (if applicable, provide full details) / e- Bank Guarantee</p> <p>Bank details:          Advising Bank: Canara Bank          Bank Account no.: 87781010014534          IFSC Code: CNRB0018778          Name of beneficiary: IWAI FUND Jal Marg Vikas          Branch name: Sector 18, NOIDA (Morna)          Address: Sector 18, NOIDA (Morna) – 201301</p> <p>The Bank Guarantee issued in paper for shall become operative only when the Bank Guarantee advice transmitted through SFMS is advised to the Beneficiary by the Advising Bank.</p> <p>The details of Advising Bank are as under:          Name of the Bank: Canara Bank          Branch Name &amp; Address: Morna Noida, B16/17, Ground Floor, Sector-18, Noida (201301), UP</p> <p>IFS Code: CNRB0018778</p>

9.	Section II, ITB, Clause 19.9	Deleted (unless the Employer proposes use of bid securing declaration as bid security).	Deleted
10.	Section II, ITB, Clause 22.1	The deadline for uploading of bids is: Date: 10.02.2023 Time: 1500 hrs. IST	The deadline for uploading of bids is: Date: 09.03.2023 Time: 1500 hrs. IST
11.	ITB, Clause 25.1	The online bid opening of Technical Parts of Bids shall take place at: Street Address: A-13, Sector-1 Floor/Room number: Not Applicable City: Noida Country: INDIA Date: 10.02.2023 Time: 1530 hrs. IST	The online bid opening of Technical Parts of Bids shall take place at: Street Address: A-13, Sector-1 Floor/Room number: Not Applicable City: Noida Country: INDIA Date: 09.03.2023 Time: 1530 hrs. IST
12.	ITB, Clause 39.2	Not existing	New Clause added For 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, assuming only for purpose of the evaluation 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
13.	Section III, Clause 2.2.3, Pending Litigation	Bidder's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Bidder's financial position and prospective long term profitability still sound according to criteria established in <b>2.3.1</b> below and assuming that all pending litigation will be resolved against the Bidder.



14.	Section III, Clause 2.3.1, Financial Capabilities	Qualification Criteria		Compliance Requirements			Documentation				
		Requirement	Single Entity	Joint Venture where permitted			Submission Requirements				
				All Parties Combined	Each Member	One Member					
		(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the 6 months construction cash flow requirements estimated as <b>Rs. 21.98 Crore (Twenty one crore &amp; Ninety eight lac) (about 6 six months cash flow at peak dredging / construction period)</b> for the subject contract(s) net of the Bidders other commitments	Must meet requirement	Must meet the requirement	N/A	Must meet requirement to a minimum extent of 30%	Form FIN - 3.1 with attachments				
		..... (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last 5 years (ending FY 2020-21) shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet the requirement	N/A	Form FIN 3.1, with attachment				
15.	Section III, Clause 2.4.2 b, Specific Dredging and Contract Management Experience	Bidder should have successfully completed as a prime contractor, JV member, management contractor or sub-contractor, minimum Three similar works each costing not less than INR 29.10 Crs Or Two similar works each costing not less than INR 36.36 Crs Or One similar works costing not less than INR 58.18 Crs within the last seven (7) years (FY 2015-16 to FY 2021-22), which is similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer's requirements.					Bidder should have successfully completed as a prime contractor, JV member, management contractor or sub-contractor, minimum Three similar works each costing not less than INR 29.10 Crs / <b>3.816 Lakh cum of dredging quantity</b> Or Two similar works each costing not less than INR 36.36 Crs / <b>4.77 Lakh cum of dredging quantity</b> Or One similar works costing not less than INR 58.18 Crs / <b>7.632 Lakh cum of dredging quantity</b> within the last seven (7) years (FY 2015-16 to FY 2021-22), which is similar to the proposed works. The similarity shall be based on the				

			physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer’s requirements.					
17.	Section III, Clause 2.4.2 c, Specific Experience in managing ES aspects	Not Existing	Qualification Criteria		Compliance Requirements			Documentation
			Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member		
			For the contracts in 2.4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2016 and Application submission deadline, experience in managing ES risks and impacts in the following aspects: [Based on the ES assessment, specify, as appropriate, specific experience requirements to manage ES aspects.]	Must meet requirement	Must meet the requirement	Must meet the following requirements: [N/A]	Must meet the following requirements: [N/A]	
							Form EXP - 4.2 (c)	
18.	Section IV, Technical Proposal	Technical Proposal Technical Proposal Forms <ul style="list-style-type: none"> <li>- Site Organization</li> <li>- Method Statement / Dredging Management Plan</li> <li>- Mobilization Schedule</li> <li>- ES Management Strategies and Implementation Plans</li> <li>- Code of Conduct for Contractor’s Personnel (ES)</li> <li>- Personnel</li> <li>- Equipment</li> </ul>	Technical Proposal Technical Proposal Forms <ul style="list-style-type: none"> <li>- Site Organization</li> <li>- Method Statement / Dredging Management Plan</li> <li>- Mobilization Schedule</li> <li>- ES Management Strategies and Implementation Plans</li> <li>- Code of Conduct for Contractor’s Personnel (ES)</li> <li>- Personnel</li> <li>- Equipment</li> </ul>					

		<ul style="list-style-type: none"> <li>- Sub-contracting elements or works which in aggregate adds to more than 10% of Bid price (for each the qualifications and experiences on the identified subcontractor in the relevant field should be given)</li> </ul> <p>Note: Work should not be split into small parts and sub-contracted; but sub-contracting specialized elements of works is acceptable.</p> <ul style="list-style-type: none"> <li>- Others</li> <li>- Bidder's Qualification</li> <li>- Form of Bid Security - Bank Guarantee</li> <li>- Form of Bid-Securing Declaration</li> </ul>	<ul style="list-style-type: none"> <li>- Sub-contracting elements or works which in aggregate adds to more than 10% of Bid price (for each the qualifications and experiences on the identified subcontractor in the relevant field should be given)</li> </ul> <p>Note: Work should not be split into small parts and sub-contracted; but sub-contracting specialized elements of works is acceptable.</p> <ul style="list-style-type: none"> <li>- Others</li> <li>- Bidder's Qualification</li> <li>- Form of Bid Security - Bank Guarantee</li> </ul>																																																																
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	Technical Part		
20.	Section IV, Finance Bid: Bill of Quantity	Finance Bid: Bill of Quantity (For On-line Submission Schedule) ..... Refer ITB clause 30.6 (e) 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, assuming only for purpose of the evaluation 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	Finance Bid: Bill of Quantity (For On-line Submission Schedule) ..... Refer ITB clause <b>39.2</b> 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, assuming only for purpose of the evaluation 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
21.	Section IX, GCC 24.4	The procedure for adhoc arbitration will be as follows: (a) In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India). (b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the *Indian Council of Arbitration/President of the	The procedure for adhoc arbitration will be as follows: (a) In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration. (b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Council of Arbitration, shall appoint the Arbitrator. A certified copy of the order of the Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.

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

(c) Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Project Manager, the Contractor and the Adjudicator shall not be altered by reason of the arbitration being conducted during the progress of the Works.

(d) Arbitration proceedings shall be held at New Delhi, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(e) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(f) Where the value of the contract is Rs. 50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the \* Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).

(c) Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Project Manager, the Contractor and the Adjudicator shall not be altered by reason of the arbitration being conducted during the progress of the Works.

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(f) Deleted.

(g) The Arbitrator should give final award within 180 days of starting of the proceedings.

(h) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

(g) The Arbitrator should give final award within..... days of starting of the proceedings [indicate the days (Between 120-180) by which arbitrator should give award].

(h) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

\* Choose one alternative. Insert Chairman of the Executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of works).

Alternatively

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

		<p>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". [ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs. 1 crore unless the parties have agreed otherwise for a sole arbitrator].</p>	
22.	Section IX, GCC 50.1	<p>.....</p> <p>The standard forms of Performance Security, and if applicable ESHS performance security, acceptable to the Employer shall be unconditional Bank Guarantees from Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Documents.</p> <p>.....</p>	<p>.....</p> <p>The standard forms of Performance Security, and if applicable ESHS performance security, acceptable to the Employer shall be unconditional Bank Guarantees / e- Bank Guarantee from Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Documents.</p> <p>The Bank Guarantee issued in paper for shall become operative only when the Bank Guarantee advice transmitted through SFMS is advised to the Beneficiary by the Advising Bank.</p> <p>The details of Advising Bank are as under:  Name of the Bank: Canara Bank  Branch Name &amp; Address: Morna Noida, B16/17, Ground Floor, Sector-18, Noida (201301), UP</p> <p>IFS Code: CNRB0018778</p>

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