

**DREDGING & PROVIDING FAIRWAY MAINTENANCE FOR A LEAST AVAILABLE DEPTH OF 2 M ALONG WITH PROVISION OF NAVIGATIONAL AIDS FOR A LENGTH OF 23 KM (FROM CH. 50 KM TO CH. 73 KM)  
ON SILCHAR - BHANGA STRETCH OF BARAK RIVER (NW-16) FOR SHIPPING & NAVIGATION**

**TENDER No. IWA/PR16/1(A)/2017**

**RESPONSES TO PRE-SUBMISSION QUERIES OF THE BIDDERS**

**Date of Pre-Bid Meeting: 24<sup>th</sup> October 2017 at 1500 hrs**

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
1.	NIT, Point No. b (Critical Data Sheet)	Bid Submission Last Date: 27/11/2017	We request the Employer to extend the time of submission by at least 45 days for complying with the formalities for formation of Joint Venture.	The last date of submission of Bid is 21.11.2017 up to 1500 hrs and Bid Opening Date is 22.11.2017 at 1530 hrs.
2.	Data Sheet, Clause 7.6.1, Page No. 36	EMD Rs. 29,30,000/-	Since the bidder can submit as a JV, EMD by one of the partner shall be acceptable on behalf of JV or EMD in the name of JV.	Please refer to Clause 6.1.1 of ITB, Section II of the Tender Document which is self-explanatory in this regard.
3.	NIT, Page No. 78, Point No. b	The Contractor shall list out and deploy the equipment which are not older than 5 years of age. However, the Contract is permitted to deploy the Dredger which should not be older than 12 years of age.	The age restrictions of dredgers shall be maximum 5 years instead of 12 years.	Request not accepted. Provision(s) of the Tender Document shall prevail.
4.	NIT, Page No. 84	The quantity of dredging, length of bandal and navigational marks is to be ascertained by the bidders as per site condition / own resources / and may also take into consideration the data available in DPR.	Please provide the DPR copy for the better understanding of project and competitive bidding.	The copy of the DPR available with IWA shall be provided to the successful Bidder after the award of the work. (Refer Clause No. 1.0 of Part I, Section VI of the Tender Document)
5.	NIT, Page No. 84, Point No. 2.2	The information available in the DPR indicates that the materials to be dredged in the channel comprise of sand & gravel. During the course of dredging if the Contractor encounters any hard strata.	Please clarify about Hard Strata assessment and cost implications. Please clarify.	The relevant clause is self-explanatory in this regard.
6.	NIT, Page No. 85, Point No. 2.3	A total of approximately 6.06 Lakh cum of material described above shall be excavated, dredged, broken from the navigation channel as shown in relevant drawings and disposed on the river banks at identified locations.	Please confirm the disposal area is available with Inland Waterways Authority of India and free of encumbrance.	Please refer to Clause 5.1.1, Part II of Terms of Reference (ToR), Section VI of the Tender Document which defines for the locations of Dredged material. Further, refer to Clause 2.1 of ToR, Part I, Section VI of the Tender Document vide which the Contractor has to submit complete preliminary report with respect to design, disposal & work methodology for the entire work within a period of 60 days for approval by IWA.  May also please refer to Clause 2.1 of Special Conditions of Contract (SCC), Section VIII of the Tender Document vide which the Contractor shall visit the site before tendering in regard to areas for disposal of dredged material.
7.	NIT, Page No. 23, Point No. 10	The Hard Copy of original instruments in respect of cost of Tender document, earnest money along with the complete bid document as enumerated below, must be delivered to the office of Director (NER) on or before Bid closing Date & Time.	Please confirm whether both technical bid and price bid have to be submitted in physical mode also.	Only Technical bid has to be submitted in physical mode. However, in case there is a difference in submission made by the Bidder, online and in the submission made in hard copies, the online submission shall prevail over hard copy submission and the same shall be considered for evaluation.
8.	NIT, Page No. 31, Point No. 16.1.3	Qualification criteria for Average annual turnover for last 3 financial years i.e. 2014-15, 2015-16 and 2016-17: Atleast 100% of the estimated cost of this work to qualify for this stretch.	Please note that as per CVC Guidelines on civil tenders it is mentioned that "Average Annual Financial Turnover during the last 3 years ending 31 <sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost. Therefore, in this tender you may consider 30% of estimated cost for previous 3 years should be qualifying criteria.	Request not accepted. Provision(s) of the Tender Document shall prevail.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
9.	NIT, Page No. 180, Point No. 8.1	Commencement of Work: 14 days from the date of issue of Letter of Award.	Please extend the commencement time from 14 days to 45 days from the date of issue of award of contract as it is very difficult to mobilize dredgers and supporting craft at such short notice in NW-16 through River / by Road.	Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to Clause 4 of ToR, Part I, Section VI of the Tender Document wherein the Contractor has to commence Bank to Bank Survey, Design and related issues. The Dredging works are to be commenced within 90 days from the date of issue of letter of award.
10.	General	Site Survey	Please specify the date of pre-site survey along with the details of Engineer-in-Charge for coordination purpose before the bid submission date. Further, we request you that bid submission time is after 45 days from site survey data.	Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to Clause 2.1 of SCC, Section VIII of the Tender Document.
11.	General	Dumping Area	It is difficult to find the proper dumping area and also difficult to judge the commercial involvements to get the disposals area at suitable site at the time of execution of work. Hence we request IWAI to make dumping area available in consultation with PWD wherever needed. The Dumping Area should be free of encumbrances.	Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to the response at S. No. 6 above.
12.	Section No. II, Clause No. 10, Sub Clause No. 10.1.2 – enclosure II, Page No. 25	Scanned copy of the Annual Report / Audited balance sheets, for the last three financial years ending 31 <sup>st</sup> March of the previous financial year.	In case audit report of financial year 2016-17 is not ready, then will the audit report of 2013-14, 2014-15 and 2015-16 be acceptable.	Request not accepted. Provision(s) of the Tender Document shall prevail.
13.	Section No. VI-Part I, Clause No. 7, Page No. 78	Keeping in view the quantity if dredging, the Contractor shall deploy minimum 3 nos. of dredgers at the site.	Will these 3 nos. dredgers required to be placed at a time. Will IWAI allow high capacity dredgers to do the work vis-à-vis accept less nos. of dredgers put in use.	With respect to the request, it is hereby clarified that the Bidder may reduce the minimum number of Dredgers to be deployed at site to 2 numbers with adequate proportional higher capacity along with equipment / accessories to carry out the work successfully under the Bid.
14.	Section No. VI-Part II, Clause No. A, Sub Clause No. 1, Page No. 83	The total estimate quantity of all dredged material is approximately 6.06 lakh cum. However, the copy of DPR available with IWAI would be shared with successful Bidder after award of work. The estimated quantities may vary +/- 20% for which no change in unit rate / amount for dredging will be admissible.	If the estimated quantity variation is beyond +/- 20%, then how the unit shall rate / amount for dredging will be admissible.	With reference to Clause 2.1 of ToR, Part I, Section VI & Clause 2.1 of SCC, Section VIII of the Tender Document, it is hereby clarified that while granting the approval for the entire work including Estimates & Bill of Quantities, the rate with respect to variation quantity beyond +/-20%, shall be defined with respect to Clause 13, Sub Clause 13.4 & 13.5 of General Conditions of Contract (GCC), Section VII of the Tender Document.
15.	Section No. VI-Part II, Clause No. A, Sub Clause No. 5, Page No. 86	Disposal / Reclamation of Dredged Material	IWAI to identify / provide the disposal area. Request please provide number of shoals to be dredged, length and width.	Please refer to the response at S. No. 6 & 10 above.
16.	Section No. VI, Part No. II, Clause No. A, Sub Clause No. 8, Page No. 88/89	Surveying / Topography survey / Hydrographic survey	IWAI to provide current velocity / HFL / FSL, present water level, water level during lean season.	It is the responsibility of the Contractor to ascertain all these things. Also, please refer to Clause No. 8.1 & 8.2 of ToR, Part II, Section VI of the Tender Document which is self-explanatory in this regard.
17.	Section No. V, Part No. 2A/BoQ, Serial No. 2.1, Page No. 66	Supply and Erection of temporary and permanent Navigational Aids / markers for day navigation of the entire stretch of the Stretch as per the guiding parameters of technical specification including survey and design fees, supply and erection charges and all taxes (except GST tax).	Out of 92 channel marks given, IWAI to clarify number of permanent / temporary marks against total of 92. Request to provide design, technical specifications of navigational aids, temporary / permanent navigational aids / marks.	It is hereby clarified that only temporary channel marks are required to be installed at site and no permanent marks are required.  The Technical specifications have already been delineated in the Terms of Reference and also please refer to Annexure VIII: Navigation Marks given in Section IX: Annexes of the Tender Document.
18.	Section No. VIII, Clause No. 7, Sub Clause 7.20, Page No. 175	If the dredging is stopped continuously for more than 3 days due to law and order, the Contractor has to report to EIC the same and take actions mutually in accordance with	IWAI to clarify compensation for idle time payment.	Request not accepted. Provision(s) of the Tender Document shall prevail.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response								
(1)	(2)	(3)	(4)	(5)								
		prevailing local laws for removal of such problem and proceeding further with the work to mutual benefit.										
19.	Section No. VIII, Clause No. 12, Page No. 177	Security and Safety	Employer wants contractor to ensure safety to his personals deputed on site. But will IWAI provide safety to the contractor.	No. However, the Contractor shall indemnify against any unwanted event through Contractor's All Risk Policy of Insurance referred at Clause No. 20 of GCC, Section VII of the Tender Document.								
20.	Section No. II, Clause No. 10, Sub Clause No. 10.2b, Page No. 27	NOC	IWAI to provide permission from all statutory bodies / local bodies / environmental and social issues	It is hereby clarified further with respect to this Clause that the application for any Government or local bodies statutory approval required for the project will be initiated by IWAI and required processing fee of the concerned Government / local bodies department will be borne by IWAI. However, the agency has to maintain the liaison with the relevant department and procure NOC and permissions to execute the work in stipulated time period.								
21.	Section No. II, Clause No. 10, Page No. 23	Submission of bid document	Since all the documents are digitally signed, will all the bid documents and supporting documents required to be submitted before bid opening date.	Yes, all the Bid Documents and supporting documents are required to be submitted before Bid Submission Date.								
22.	Section-IV, Cl. 4, Pg. 39 of 201	<b>Form of Tender:</b> I / We agree to keep the tender open for a period of 120 days from the date of opening of price bids.....terms and Conditions	In Section-III, Data Sheet, Clause No. 12, Bid Validity is 120 days after opening of Technical Bid however in Form of Tender it was mentioned "from the date of opening of price bids". Kindly clarify and rectify same in "Form of Tender".	<p>The following amendment should be read in Clause No. 12 of Bid Data Sheet, Section III of the Tender Document:</p> <table border="1"> <thead> <tr> <th>CLAUSE NO. OF DATA SHEET</th> <th>REF OF ITB</th> <th>PARTICULARS</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>12.</td> <td>6.7</td> <td>Bid Validity</td> <td>120 days <u>from the last date of Bid Submission</u></td> </tr> </tbody> </table> <p>The following amended Para should be read in Point No. 4 in Form 4A: Form of Tender:</p> <p><i>"I / We agree to abide by this tender. I / We agree to keep the tender open for a period of 120 days <u>from the last date of Bid Submission</u> or extension thereof as required by IWAI and not to make any modifications in its terms and conditions."</i></p>	CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION	12.	6.7	Bid Validity	120 days <u>from the last date of Bid Submission</u>
CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION									
12.	6.7	Bid Validity	120 days <u>from the last date of Bid Submission</u>									
23.	Section IV, Form Fin-1, Pg. 64 of 201	<b>Financial Bid Submission Form:</b> This amount is inclusive of all types of taxes (such as GST, Income tax, duties, fees levies).	Please modify the amount is exclusive of GST in Form Fin-1 (Financial Bid Submission Form) as it was mentioned in Form Fin-2A (BOQ).	Form FIN-1 & Form FIN-2A have been modified and are attached as <b>Annex A &amp; B</b> along with these pre-bid meeting minutes. Further, Form Fin-2 stands deleted.								
24.	Section VI, ToR, Part I, Cl. 7 (b), Pg. 78 of 201	<p>1. The Contractor shall list out and deploy the equipment which are not older than 5 years of age.</p> <p>2. However, the Contract is permitted to deploy the Dredger which should not be older than 12 years of age.</p>	<p>1. Please consider equipment not older than 10 years of age instead of 5 years of age.</p> <p>2. As per depreciation policy of Govt., Marine Vessel age is 15 years. So please consider the age of Dredger is 15 years instead of 12 years.</p>	Request not accepted. Provision(s) of the Tender Document shall prevail.								
25.	Section-VIII, SCC, Cl. 7.3 & 7.4, Pg. 173 of 201	Liquidated Damages	<p>1. Please consider Liquidated damages 5% instead of 10%.</p> <p>2. LD levied for any delay at any stage of works will be refunded to the contractor if the shortfall met within overall contract period. Please confirm.</p>	<p>1. Request not accepted. Provision(s) of the Tender Document shall prevail.</p> <p>2. Request not accepted. Provision(s) of the Tender Document shall prevail. Also, please refer to Clause 8.12 of GCC, Section VII of the Tender Document which is self-explanatory in this regard.</p>								

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response												
(1)	(2)	(3)	(4)	(5)												
26.	Section VIII, SCC, Cl. 7.5, Pg. 174 of 201	Local issues / hindrances, if any, would be addressed by the Contractor. IWAI would facilitate with local / govt. agencies.	Please consider that local issues / hindrances / any approvals should be taken care by Employer.	Request not accepted. Provision(s) of the Tender Document shall prevail.												
27.	General	Design drawing & Disposal Location	Please provide detailed Drawings & disposal location.	Please refer to Clause No. 2.1, Part I of Terms of Reference, Section VI of the Tender Document which is self-explanatory in this regard.												
28.	General	-	Kindly provide borehole data sheet / soil analysis report for individual works mentioned in the BOQ and Plan sections, bathymetric Survey Chart to understand Tidal condition and for equipment selection etc.	It is the responsibility of the Contractor to ascertain these details. The copy of the DPR available with IWAI shall be provided to the successful Bidder after the award of the work.												
29.	General	Environmental Clearance	Please confirm that Environmental clearance is arranged by Employer considering the process to the time taking for the contractor prior the signing of the contractor.	Environmental Clearance is not required for maintenance dredging work in Rivers. However, EIA / EMP studies has already been done.												
30.	Part II, Clause – 8.10, Sub Clause 8.10.1, Page No. 94	The Contractor shall provide and operate to the satisfaction of the Engineer's representative a fully equipped.....as required for undertaking the hydrographic surveys including that for Printing and Plotting of Charts.	The Printer and Plotter size in scale of 1-500 will be big enough to be accommodated in survey vessel operating in shallow water. The printing job can be undertaken ashore. Can their clause be waived off?	The first paragraph after the heading " <i>Provision and Operation of Survey Vessel</i> " given under Clause No. 8.10.1, Part II of the Terms of Reference, Section VI of the Tender Document is hereby modified to be read as follows:  <i>"The Contractor shall provide and operate to the satisfaction of the Engineer's representative a fully equipped hydrographic survey vessel for accurate echo sounding of the areas of work, and all such other equipment as required for undertaking the hydrographic surveys. The work of printing / plotting of charts shall be undertaken on the vessel or onshore immediately after conducting the survey."</i>												
31.	Part II, Clause 8.10, Sub Clause 8.10.1, Page No. 94	The survey vessel shall have: Day / Night accommodation for two men of the Engineer's staff, besides the normal crew and Contractor's own surveyors	To provide Day / Night accommodation for many persons on survey vessel will be difficult considering size of vessel for the task involved. However, accommodation can be provided on supporting barge and on completion of survey, personnel can be transferred to supporting barge. It may be confirmed if the same is acceptable.	Request not accepted. Provision(s) of the Tender Document shall prevail.												
32.	Part II, Clause 8.3, Sub Clause 8.3.1, Page No. 89	The Contractor shall furnish, install and maintain all markers, buoys, shore beacons....for the placing of onshore, offshore and underwater beacons and marker buoys.	There is no requirement of beacons for position fixing as DGPS/RTKS has to be used. However, for Navigational Aids as per Clause 2.1 (page no. 96) Channel is to be marked by using bamboos, bamboo strips etc. The requirements of beacons may be clarified as item rate BOQ also lays down for 92 marks only.	Please refer to the response at S. No. 17 above.												
33.	Part II, Section VII, Sub Clause 7.1 (b), Page No. 88	The Contractor shall store the remaining portions of the samples and mark all test samples to indicate the date and location from which they are dredged.	The period of retention of samples may be indicated.	These samples are to be retained till the completion of the contract and thereafter to be handed over to the Engineer-in-Charge.												
34.	Part II, Section VIII, Sub Clause 8.5.1, Page No. 91	Water and Bottom samples are to be collected at two locations (one at the Downstream and other at Upstream of the shoal area) and get it tested for finding the characteristic of the soil and the water.	Parameter / characteristic for testing of bottom sample and water sample may be specified.	Water and bottom samples are to be collected and are to be tested and the results / characteristics of the soil and the water are to be incorporated in the report. Soil sample can be collected by a grab and water sample at depth surface, 0.5d, 0.3d & d (d-measured depth of water) by any approved systems. The following tests are to be carried out:  <table border="1" data-bbox="1973 1684 2783 1871"> <thead> <tr> <th>Bottom Samples:</th> <th>Water Sample</th> </tr> </thead> <tbody> <tr> <td>Grain Size distribution</td> <td>PH Value</td> </tr> <tr> <td>Specific Gravity</td> <td>Chlorine Content</td> </tr> <tr> <td>PH value</td> <td>Sulphate Content</td> </tr> <tr> <td>Cu, Cc</td> <td>Sediment Concentration</td> </tr> <tr> <td>Clay &amp; Silt %</td> <td>-</td> </tr> </tbody> </table>	Bottom Samples:	Water Sample	Grain Size distribution	PH Value	Specific Gravity	Chlorine Content	PH value	Sulphate Content	Cu, Cc	Sediment Concentration	Clay & Silt %	-
Bottom Samples:	Water Sample															
Grain Size distribution	PH Value															
Specific Gravity	Chlorine Content															
PH value	Sulphate Content															
Cu, Cc	Sediment Concentration															
Clay & Silt %	-															

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
35.	Section II, Clause 16, Sub Clause 16.1, Page No. 31	Bidder shall have executed at least two works pertaining to navigational aids. The bidder shall have installed navigational marks along the river for day navigation works.	The laying of Navigational Aids aspect covers only laying up navigational marks to demarcate channel or any obstruction in the channel. The marks are to be made up of Bamboos / Tin. The job does not involve any technical expertise as laying of beacons or other aids are not involved. The clause may be waived off.	Request not accepted. Provision(s) of the Tender Document shall prevail.
36.	NIT, Qualification Criteria Point No. 16.1.1, Page NO. 30	"Similar Works" means "Dredging in Rivers, Sea, Lakes, Backwaters, Ports etc.; or operation and management of dredgers for carrying out dredging works on Rivers, Sea, Lakes, Backwaters, Ports etc.	We request you to please also include dredging in Canals as "Similar Works"	Request not accepted for including Dredging in Canals as part of "Similar Works".  However, the following is modified to be read against the definition of "Similar Works"  <i>"For this purpose, the "Similar Works" means "dredging in rivers, sea, lakes, backwaters, ports &amp; inland waterways.; Or operation and management of dredgers for carrying out dredging works on rivers, sea, lakes, backwaters, ports &amp; inland waterways.</i>
37.	NIT, Bidder Eligibility Criteria (Point No. 3.2, Page No. 10	The Bidder can provide the details of the works that have been substantially completed. <b>"Substantially Completed Works" shall be based on completion of 80% or more works that have been financially completed under the claimed relevant component of the Contract.</b>	We request you to please include <b>"Substantially Completed Works" means the work physical quantity and financial value of similar works satisfactorily completed till bid submission date.</b>	<b>"Substantially Completed Works"</b> will not be considered. Further, Clause 3.2, Section II of the Tender Document is hereby modified to be read as follows: <i>"The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work / component breakup, completion period stipulated in the order and actual completion period. The completion certificate, awarded by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. In case the work was performed by the Bidder in a JV, the same shall be supported by a Client Certificate enumerating the claimant share also. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor and countersigned by the Employer / Client of the main contractor."</i>  Moreover, the words <i>"Further, substantially completion of latest work shall be as per Clause 3.2 of ITB"</i> stands deleted.  Also, please refer to <b>Annex C</b> attached along with the Minutes of Pre-Bid Meeting.
38.	ITB, Clause No. 3.2, Page No. 10	Net Payment received against the Contract	Contractor's work done is certified as GROSS and net is after deductions. Hence pl. replace the word "net" with Gross Certified"	Please refer to the response at S. No. 37 above wherein the relevant clause has been amended.
39.	ITB, Clause No. 6.1.2, Page No. 13	50% of EMD or Rs.20 Lakhs whichever is less, has to be paid through RTGS.	Request to accept complete EMD as BG.	Request not accepted. Provision(s) of the Tender Document shall prevail.
40.	ITB, Clause No. 6.4, Page No. 15	Registration with GST	We have registration with GST in other states and not in Assam. We shall submit GST registration upon receipt of this Work order in State of Assam. Pl. confirm	Request not accepted. Provision(s) of the Tender Document shall prevail.
41.	ITB, Clause No. 6.9.3, Page No. 17	JV registration	Contradiction to Cl. 6.9.4 of Page 17, of Registration of JV under companies Act.	The Bidder has to submit documentary proof of <i>"Intent of forming a JV Consortium"</i> at the time of Bid Submission. After issuance of Letter of Award to the successful Bidder, JV Registration under Companies Act 2013 needs to be submitted within the stipulated period as indicated at Clause 1.5 of GCC, Section VII of the Tender Document.
42.	ITB, Clause No. 6.9.4, Page No. 17	Intent of JV	Contradiction to Cl. 6.9.3 of Page 17, of Registration of JV under companies Act.	
43.	ITB, Clause No.	EPC (lump sum)	BOQ does not call for Lump sum prices. It calls for re-measurable	The words <i>"Lump Sum"</i> stands deleted in this clause. Further, it is hereby

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
	10.2, Page No. 26		itemized Prices. Hence the contradiction, pl. clarify and issue necessary Corrigendum	clarified that the tender is EPC because it includes survey, design, methodology, disposal system at site. After execution, there must be a basis for disbursement of the payment and the basis of payment has been defined on quantity basis based on the pre-dredging & post dredging surveys.
44.	ITB, Clause No. 10.2, Page No. 26	Cover II - Financial Bid	This being an e-bidding tender, is it required to submit hard copy of Financial Bid duly filled in rates. Please confirm	Please refer to the response at S. No. 7 above.
45.	ITB, Page No. 31	-	Period	The query is not clear however, Clause 16 of ITB, Section II of the Tender Document is self-explanatory in this regard.
46.	ITB, Clause No. 11, Page No. 28	Extension of Bid submission date	Pl. ensure that such extensions are declared at least a week in advance so that bidders can prepare their EMD etc., In the past it is observed that bids are extended in short notice (a day or two) before the schedule dates, in the absence of replies to pre bid queries, there it is leading to uncertainty till last minute, whether to make EMD BG or not, as once made, we need to extend it continuously.	Please refer to the response at S. No. 1 above.
47.	ITB, Clause No. 16.1.3, Page No. 31	Financial turnover	Average annual Turnover shall be 30% of the estimated Contract as per CVC guidelines, whereas it is specified as 100% of estimated value of Contract. Pl. confirm	Please refer to the response at S. No. 8 above.
48.	ITB, Clause No. 16.1.2, Page No. 31	Work to be carried out by the Sub-contractor	There is no Specific prequalification criteria on Navigational aids installation/ maintenance, and such a case, only certificates of his past experience will suffice. Pl. confirm	It is hereby confirmed that only certificates of past experience in respect of installation / maintenance of Navigational Aids shall be submitted in respect of fulfillment of this criterion.
49.	Data Sheet, Clause No. 2.3, Page No. 36	Bid submission date	Requested to ensure at least 21 days are provided for bid submission upon issuance of Pre bid replies to be in line with CVC guidelines, this being a Domestic Tender.	Please refer to the response at S. No. 1 above.
50.	Form 4O, Page No. 62	Value of N	Completion period being 42 months, the Value of N shall be 3.5 (=42/12)	The value of N should be considered as "3.5". Also, please refer to <b>Annex D</b> attached along with the Minutes of Pre-Bid Meeting.
51.	Section V, Clause No. 3.1, Page No. 66	Quantity of 6.06 Lakh cum is considered for two years (24 months of maintenance period)	Pl. confirm Bidder's Understanding that the quantum of dredging is 6.06 Lakh cum for two years and that every year pre and post survey will be carried and is payable at actuals and that the quantity as per BOQ is an estimated quantity.	Please refer to the response at S. No. 23 above.  Further, Clause 5.4, Part I, Section VI of the Tender Document is hereby modified to be read as follows: <i>"The Employer shall pay to the Contractor, for Maintenance Dredging on monthly basis as per the rate / price quoted by the Contractor. The overall price, for the Maintenance Dredging, quoted by the Contractor shall be bifurcated into 24 working months and monthly instalments will be paid accordingly."</i>  However, non-compliance or non-achievement of LAD of 2m will be dealt in accordance with Clause 7.4 of SCC, Section VIII. Also, please refer to the response at S. No. 86 below.
52.	Section V, Clause No. 3.1, Page No. 67	GST applicable	This is not reflecting the Summary Form 2. This being a statutory item, the online xls sheet can take the input straight away, so that evaluation is on same grounds. Pl. confirm	Please refer to the response at S. No. 23 above.
53.	Section V, Page No. 66	Bill of Quantities	Is it required to submit Form 2 and 2A in hard copy, as this is e-bidding process and online xls sheet does not allow the bidder to fill the way, as per these forms.	Please refer to the response at S. No. 7 & 23 above.
54.	Section V, Page No. 66	Bill of Quantities - XLS sheet	Totaling error, it is not considering the GST amount quoted in the xls sheet. Pl. rectify the error	Modified XLS sheet is being uploaded along with the pre-bid minutes meeting.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
55.	Section VI, Clause No. 3 & 4, Page No. 73	5% of total cost of i.e. s# A + B	S# A and B are not defined in BOQ. This shall be item 1 and 2. Please confirm	"A" & "B" as indicated in Clause 4 of ToR, Part I, Section VI of the Tender Document have been replaced with "1" & "2".
56.	Section V, Clause No. 5, Page No. 73	Navigational aids	Is it that the payment against this item will be after 15 months. Pl. confirm	It is hereby clarified that initial erection of Navigation Aids (Item No. 2.0 of BoQ) will be done only after completion of Dredging (Item No. 1.0 of BoQ) for which time period of 15 months (including 5 months of monsoon period) is considered. Further, please refer to Clause 5.5 of ToR, Part I, Section VI of the Tender Document which is self-explanatory in this regard.
57.	Section V, Clause No. 3.0, Page No. 73/74	-	"* ", commencement period is same for both lean and monsoon period	Clause 4.0 of ToR, Part I, Section VI of the Tender Document is self-explanatory in this regard.  Further, it is hereby clarified that the Monsoon Period will be commence from 1 <sup>st</sup> May to 30 <sup>th</sup> September.
58.	Section VI, Clause No. 7 (c) (i), Page No. 78	No. of equipment is three minimum with 150-250 cum per hour	With 200 cum per hour and 16 hours per day and 20 days per month (balance days for shifting from location to another) and 10 months of dredging itself will provide 640,000 cum. Thus One CSD is actually enough for carrying out 606,000 cum of dredging. Thus we suggest that the minimum number of dredgers to be deployed shall be limited to ONE, else the other two dredgers and logistics of these dredgers will become idle and cost will be loaded to the project by the Bidder and project becomes not viable. Hence requested to review this requirement to match the capacity.	Please refer to the response at S. No. 13 above.
59.	Section VI, Clause No. 2.2, Page No. 84	Material to be dredged - During the course of dredging, if the contractor encounters any hard strata, he shall try to continue the dredging for further advancement.	Upon notice, Employer shall bear the cost of such soil testing, if found hard and if not, Contractor shall bear. Further the definition of hard soil, shall be included in the Tender.	Request not accepted. Provision(s) of the Tender Document shall prevail.
60.	Section VI, Clause No. 2.3, Page No. 85	Disposal of dredged soil - as per relevant drawings	Pl. include the drawings as part of tender document, so that the Contractor can assess the actual requirements.	Please refer to the response at S. No. 27 above.
61.	Section VI, Clause No. 5.1.1, Page No. 86	Engineers decision is final regarding the disposal location	Bidder assumes that Engineer will identify and provide locations for disposal of dredged material, based on pre surveys at free of cost to the Contractor and the Contractor shall construct the Dykes etc., at the disposal location. Pl. confirm that the Bidder's assumption/ understanding is correct	Request not accepted. Provision(s) of the Tender Document shall prevail.  Also, please refer to the response at S. No. 6 above.  Further, please refer to Clause 4 of ToR, Part I, Section VI of the Tender Document wherein the Contractor shall be paid 5% of the total cost of BoQ Item No. 1 & 2 against preparation of design and methodology which shall inter-alia include identification of locations for disposal of Dredged material.
62.	Section VI, Clause No. 5.1.2, Page No. 86	Opposed perimeter dykes shall be sufficiently stable for a period of not less than 1 year	This condition can be complied with, only when Engineer Identifies the disposal location such that flood season flow does not washout the Dykes, already constructed. i.e. beyond FL. Pl. confirmed HFL	Please refer to the response at S. No. 6 above.
63.	Section VI, Clause No. 5.1.2, Page No. 86	Approved type and grade of geo textiles	Pl. provide cross section of Dykes and specification of geo textiles, so that the same can be factored into at the time of quote.	Since this is an EPC Tender, therefore, in terms of Clause 2.1 of ToR, Part I, Section VI of the Tender Document, it is the responsibility of the Contractor to ascertain and provide the cross section of Dykes as per the site requirements and technical specifications of geotextiles. Hence, the said details cannot be provided at this stage.
64.	Section VI, Clause No. 5.1.2, Page No. 86	Layers of not exceeding 1.0m	Pl. provide typical containment bunds/ dyke wall	Please refer to the response at S. No. 63 above.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
65.	Section VI, Clause No. 8.7.1, Page No. 92	Surveys	This being a combination of making 2 m LAD and maintenance thereafter, post survey shall be undertaken by the Employer at the time completion of initial period and thereafter after once in each year. Pl. confirm	Clause 8.7.1 of ToR, Part II, Section VI of the Tender Document is relevant for initial survey for dredging (Item No. 1 of BoQ) and is thus self-explanatory in this regard. Further, please refer to Clause 7.4 of SCC, Section VIII of the Tender Document which is self-explanatory in regard to survey during the maintenance period.
66.	Section VI, Clause No. B1, Page No. 96	Navigational aids	Bidder understands only Day navigational aids are required to be installed and maintained. Pl. confirm.	It is hereby confirmed that only Day Navigational Aids are required to be installed and maintained.
67.	Section VI, Page No. 97	Navigational aids	Since the contract includes the design works by the Contractor, Contractor be allowed to make studies and submit his designs for DAY navigational aids as per standards and Codes for approval of Engineer. Pl. confirm	It is hereby confirmed that Contractor may undertake studies and submit designs for Day Navigational Aids as per the Technical Specifications delineated in the Terms of Reference.
68.	Section VII, Clause No. 3.6, Page No. 112	Engineer to Act Impartially	Since Engineer is part of Employer (by his service with him), requested to appoint a third party like WAPCOS at mutual consent, so that he can act impartially.	Request not accepted. Provision(s) of the Tender Document shall prevail.
69.	Section VII, Clause No. 8.9, Page No. 137	Working hours	Dredging works are carried out round the clock as it is capital intensive Hence Employer make his own arrangements to work round the clock of supervision or through third party etc., so that the works can continue round the clock without any restriction.	Request not accepted. Provision(s) of the Tender Document shall prevail.
70.	Section VII, Clause No. 8.12, Page No. 138	Liquidated damages (quarterly basis)	'Pl. confirm that if the Contractor makes good of the shortfall in one quarter during subsequent quarters, the LD imposed shall be refunded, as the overall progress is in line with schedule. This make the Contractor to delays by additional efforts at site.	The relevant clause is self-explanatory in this regard.
71.	Section VII, Clause No. 11.1, Page No. 142	Defect Liability period	For Dredging works the defect liability period shall be Nil. Pl. confirm.	Please refer to Clause No. 11 given in the Table under Special Conditions of Contract (SCC), Section VIII of the Tender Document which is self-explanatory in this regard.
72.	Section VII, Clause No. 16.3.3, Page No. 157	Arbitration	Pl. confirm that Arbitration shall be as Indian Arbitration ACT	Please refer to Clause No. 16.3.3 (x) of GCC, Section VII of the Tender Document which is self-explanatory in this regard.
73.	Section VII, Clause No. 20.1, Page No. 164	Works insurance	Dredging works are not insured by Insurance Companies as it is subject to siltation etc., Pl. review this requirement	As per Clause 20 of GCC, Section VII of the Tender Document, the Contractor is required to take Contractor's All Risk Policy which holds good for all types of Contracts.
74.	Section VIII, Clause No. 9.0, Page No. 176	EMP	Pl. provide EIA, so that bidder will understand the EMP requirements	All the studies available with IWAI shall be provided to the successful Bidder after award of the work.
75.	Clause No. 6.4, Page No. 15	The Bidders shall fully familiarise themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin – 2.	As there is a lot of confusion with respect to GST and the rates as well as manner in which it will be applied are constantly changing, we request that L1 determination should be on the price excluding GST as it is a Govt. levy and will be the same for all bidders	Please refer to the response at S. No. 23 above.
76.	Clause No. 10, Sub Clause No. 10.1.4 / b(iii), Page No. 26	The composition of the proposed Team and task assignment to individual personnel shall be clearly stated.	It is difficult to identify the precise composition of the team today as it will depend on the availability of the personnel at the time when work is awarded. List of Key personnel available with the organisation can be submitted but precise composition of team can only be identified at the time when LOA is issued	Request not accepted. Provision(s) of the Tender Document shall prevail.  Further, Note No. (b) given under Clause 6.0 of ToR, Part I, Section VI of the Tender Document is hereby modified to be read as follows: <i>"The Contractor shall deploy experienced and competent manpower on board the dredger and comply with the requisite competency certificates (preferably by National Inland Navigation Institute (NINI)) in accordance</i>



S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response
(1)	(2)	(3)	(4)	(5)
				<i>with Inland Vessels Act 1917."</i>
77.	Clause No. 10, Sub Clause No. 10.2 (b), Page No. 27	Fees would also include cost of NOC and other required permissions to be provided by the Construction firm to IWAI for timely and effective implementation of the National Waterways development project. Even after satisfactory submission of all above information /reports/ NOCs and permissions from the concerned Statutory bodies, if any unforeseen environmental and social issues are raised by any Govt. and Non-Govt. Organization, PAPs or local people or parties, the Construction firm shall have to bear the cost to resolve such issues to complete satisfaction of IWAI	How can the contractor be held responsible for NOC to be obtained from various Govt. departments and the associated cost of the same? This should be within the scope of IWAI to provide us all clearances for the work and to bear related costs if any.	Please refer to the response at S. No. 20 above.
78.	Clause No. 10, Sub Clause No. 10.2 (c), Page No. 27	All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be as per existing rules and regulations at the time of payment.	Apart from GST, which are the other taxes and levies to be added (if any special for north eastern states)? Kindly specify please	Please refer to Clause 6.4 of ITB, Section II of the Tender Document which is self-explanatory in this regard.
79.	Clause No. 16, Sub Clause No. 16.1.1 (b), Page No. 30	The Bidders related to Dredging works can form a JV with Bidders having infrastructure background of a project that has been completed in the domain of road including toll road, ..... In the previous 7 years before the last date of the Bid submission of an amount equivalent to the project cost of this work.	This clause is not well understood. Please clarify. Does this clause override the PQ requirement of 3/2/1 similar dredging works i.e. can a highway contractor that has a single completed project equal to estimated cost participate without any prior dredging experience?	It is hereby clarified that a party having Dredging experience, in case, intends to form a JV / Consortium, a flexibility has been given to the Dredging party to form a JV / Consortium with another party, who only has an Infrastructure background.
80.	Clause No. 16, Sub Clause No. 16.1.1 (b), Page No. 30	Further, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, ..... only the number of contracts completed by all members, each of value, equal or more than the minimum value required shall be aggregated.	Again this clause is not clear. Please illustrate with an example. If there are two companies in a JV, company A and company B and company A has one completed dredging project of Rs. 10 crore and company B also has one completed project of Rs. 10 crore then these companies cannot come together and bid. Is that the intention of this clause?	Aggregation means summing up. Thus, if the minimum requirement of each "Similar Work" is INR 20 Crore, then two experiences of INR 10 Crore each cannot be summed up to qualify for INR 20 Crore.
81.	Clause No. 3, Timelines (a), Page No. 72	The Contractor shall achieve 2 m depth for the entire stretch of waterway within a time period of 10 months excluding the non-working period of 5 months and mobilization time of 3 months. Thus the total time to achieve 2m depth shall be 18 months.	The total time is 18 months out of which 5 months are non - working, but there are always a 2 floods seasons / year in Assam, hence the working period will be much lesser. Kindly rectify please.	Request not accepted. Provision(s) of the Tender Document shall prevail.
82.	Clause No. 7, Sub Clause No. (c), Page No. 78	Keeping in view the quantity of dredging, the Contractor shall deploy (i) minimum 3 nos. of dredgers at the site	Kindly describe the necessity of deploying 3 nos. of dredgers for a stretch of 23 KM and to maintain a LAD of 2 M where dredging quantity is only 65,000 Cum per month.  With three dredgers the cost of mobilisation/ demobilisation, capital cost, manpower cost etc are all unnecessarily being escalated which is not required as it should be the contractors choice whether he will achieve the target with 1, 2 or 3 dredges as there are very stringent LD provisions in any case.	Please refer to the response at S. No. 13 above.

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response																											
(1)	(2)	(3)	(4)	(5)																											
			Kindly amend please																												
83.	Clause No. 4.4, Sub Clause No. 4.4.1.1 & 4.4.2.1, Page No. 113	4.4.1.1 The contractor shall be required to deposit an amount equal to 10% of the contract value of the work as Performance Bank Guarantee in the form of an irrevocable bank guarantee bond of any nationalized bank of India in accordance with the form prescribed within 30 days of the issue of the work order  4.4.2.1 A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as the earnest money in the form of RTGS will amount to security deposit of 5% of the contract value of work.	Most Govt. tenders have either a 10% PBG or equivalent security deposit as deduction from RA bills but not both. In this tender there is a 10% PBG and 5% SD i.e. total 15% which is excessive and not as per normal practice. You are requested to please amend and keep either of the two.	Request not accepted. Provision(s) of the Tender Document shall prevail.																											
84.	Clause No. 4.5, Page No. 115	<b>Inspection of Site</b> The Employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such available data on hydrological and hydrographical, results of rock testing, surface soil testing, bore hole data at the proposed terminal locations, as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof.	When will this data be shared? Will this be put up on the web site of IWAI after the pre bid meeting?	Please refer to the response at S. No. 4 above.																											
85.	Clause No. 13.5, Page No. 147	<b>13.5 Variations Exceeding 20 per cent</b> Variations upto +/- 20% shall be contractors liability.	20% variation is too much i.e. Rs. 4 crore and will totally change the ROI for the contractor who is investing in expensive machinery and deploying large amount of working capital for the project  You are requested to amend to upto +/- 10%	Request not accepted. Provision(s) of the Tender Document shall prevail.																											
86.	Clause No. 7.4, Page No. 173	During maintenance period, if any stretch of dredged channel, the LAD is found less than as stipulated in Clause 4 – Milestones under Section VI, Part I, Scope of Work, the deduction in monthly RA bill payment will be apply as stipulated below:  <table border="1" data-bbox="557 1480 1115 1885"> <thead> <tr> <th>Sl. No.</th> <th>Description</th> <th>Liquidated damage (LD) to be applied in terms of percentage of monthly gross bill under consideration.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>On achievement of LAD of 2 m or above throughout</td> <td>Nil</td> </tr> <tr> <td>2</td> <td>On achievement of LAD of &lt;2 m to 1.8 m</td> <td>20% (10% on fortnightly basis)</td> </tr> </tbody> </table>	Sl. No.	Description	Liquidated damage (LD) to be applied in terms of percentage of monthly gross bill under consideration.	1	On achievement of LAD of 2 m or above throughout	Nil	2	On achievement of LAD of <2 m to 1.8 m	20% (10% on fortnightly basis)	The penal provision should be linked to the number of instances where LAD was not achieved. For e.g. in the present scenario if in the 23km stretch at a single location if LAD is between 1.5 to 1.8 m then the entire monthly payment will be reduced by half.  As the river is dynamic and its hydrology and morphology is not fully known even to IWAI how can the contractor with the best intention guarantee that there will not be a single location where LAD target may be missed. Hence, the extent of penalty should be linked to the number of instances of default.	The Table given under Clause 7.4 of SCC, Section VIII of the Tender Document is hereby modified to be read as follows:  <table border="1" data-bbox="1970 1367 2783 1894"> <thead> <tr> <th>Sl. No.</th> <th>Description</th> <th>Liquidated damage (LD) to be applied in terms of percentage of monthly gross bill under consideration.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>On achievement of LAD of 2 m or above throughout</td> <td>Nil</td> </tr> <tr> <td>2</td> <td>On achievement of LAD of &lt;2 m to 1.9 m throughout</td> <td>10% (5% on fortnightly basis)</td> </tr> <tr> <td>3</td> <td>On achievement of LAD of &lt;1.9 to 1.8 m throughout</td> <td>30% (15% on fortnightly basis)</td> </tr> <tr> <td>4</td> <td>On achievement of LAD of &lt;1.8 to 1.7 m throughout</td> <td>50% (25% on fortnightly basis)</td> </tr> <tr> <td>5</td> <td>For a LAD less than 1.7 m</td> <td>100% (50% on fortnightly basis)</td> </tr> </tbody> </table>	Sl. No.	Description	Liquidated damage (LD) to be applied in terms of percentage of monthly gross bill under consideration.	1	On achievement of LAD of 2 m or above throughout	Nil	2	On achievement of LAD of <2 m to 1.9 m throughout	10% (5% on fortnightly basis)	3	On achievement of LAD of <1.9 to 1.8 m throughout	30% (15% on fortnightly basis)	4	On achievement of LAD of <1.8 to 1.7 m throughout	50% (25% on fortnightly basis)	5	For a LAD less than 1.7 m	100% (50% on fortnightly basis)
Sl. No.	Description	Liquidated damage (LD) to be applied in terms of percentage of monthly gross bill under consideration.																													
1	On achievement of LAD of 2 m or above throughout	Nil																													
2	On achievement of LAD of <2 m to 1.8 m	20% (10% on fortnightly basis)																													
Sl. No.	Description	Liquidated damage (LD) to be applied in terms of percentage of monthly gross bill under consideration.																													
1	On achievement of LAD of 2 m or above throughout	Nil																													
2	On achievement of LAD of <2 m to 1.9 m throughout	10% (5% on fortnightly basis)																													
3	On achievement of LAD of <1.9 to 1.8 m throughout	30% (15% on fortnightly basis)																													
4	On achievement of LAD of <1.8 to 1.7 m throughout	50% (25% on fortnightly basis)																													
5	For a LAD less than 1.7 m	100% (50% on fortnightly basis)																													

S. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query	Response									
(1)	(2)	(3)	(4)	(5)									
		<table border="1"> <tr> <td></td> <td>throughout</td> <td></td> </tr> <tr> <td>3</td> <td>On achievement of LAD of &lt;1.8 to 1.5 m throughout</td> <td>50% (25% on fortnightly basis)</td> </tr> <tr> <td>4</td> <td>For a LAD less than 1.5 m</td> <td>100% (50% on fortnightly basis)</td> </tr> </table>		throughout		3	On achievement of LAD of <1.8 to 1.5 m throughout	50% (25% on fortnightly basis)	4	For a LAD less than 1.5 m	100% (50% on fortnightly basis)		Also, please refer to the response at S. No. 51 above.
	throughout												
3	On achievement of LAD of <1.8 to 1.5 m throughout	50% (25% on fortnightly basis)											
4	For a LAD less than 1.5 m	100% (50% on fortnightly basis)											
87.	Clause No. 7.14 & 7.15, Page No. 175	<p>The Contractor is fully responsible for solving the disputes with the local fishermen w.r.t. removal of fishing nets, stakes, from the dredged channel. Similarly, all disputes with regard to the dumping of dredge spoil, any prior permission or arrangement on deemed fit for avoiding bank erosion or damage to any property or agriculture would be handled by contractor. The Authority shall not be responsible for solving the disputes related to execution of the dredging. However, on request IWAI may extend the assistance for solving the issues only through the concerned official/dept. of the state or local bodies.</p> <p>The Contractor shall be responsible for finding out the dumping area in consultation with state PWD &amp; IWAI. Any arrangement with respect to the bund around the identified dumping area is to be made by the Contractor at his cost. Any dispute with local, land owner on the dumping of dredging spoil to be sorted out by the Contractor.</p>	How can the Contractor be held responsible for solving local disputes with respect to availability of land for dumping dredged spoils? It is the responsibility of IWAI to provide all clearances so that there are no hindrances to the work of the contractor.	The Contractor has to resolve the disputes if any related to the dumping area. However, IWAI will facilitate the Contractor in best possible manner to resolve the disputes.									
88.	Clause No. 7.19, Page No. 175	During execution of the work, if any environmental degradation occurs, consequent on dumping of dredged material, re-conveyance of the material shall be done by the Contractor at his cost, without claiming additional payment from IWAI.	Again how can the contractor be held responsible for re-conveyance of material that would be a very expensive proposition. Is it the responsibility of the contractor to provide a navigation channel or to deal with all the local issues that may emerge as a result of dredging works being carried out.	In general, care would be taken by the Contractor to avoid Environmental Degradation while submission of the Design & Methodology proposal including identification of locations for disposal of dredged material and subsequently, granting of approval by IWAI. Thus, the chances of occurrence of the event would be rare but the risks associated has to be borne by the Contractor.									
89.	Additional Clarification	-	-	Clause No. 2.1(b), Part I of the ToR, Section VI of the Tender Document should be read as follows: "The detailed design, the sectional drawings, estimates and Bill of quantities shall be submitted to Engineer-in-Charge for scrutiny and approval. Necessary amendments as suggested by the Engineer-in-Charge in any of the submissions by the Contractor need to be incorporated in final and approved Detailed design, sectional drawings, estimates and Bill of quantities". If any design consultant would be required by the contractor, then the cost will be paid by the Contractor."									

  
(MEMBER TECHNICAL)

  
(MEMBER FINANCE)

  
(SECRETARY)

## ANNEX A

## Form Fin – 1: Financial Bid Submission Form

[Location, Date]

To:

[Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide the design and build Assignment/Job for [Insert title of Assignment/Job] in accordance with your Request for Bid dated [Insert Date] and our Technical Bid. Our attached Financial Bid is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all types of taxes (such as Income tax, duties, fees, levies) excluding GST [Insert amount(s) in words and figures]. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to financial Bid shall result in rejection of our financial Bid.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e. before the date indicated in .....clause.....

We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Title of Signatory :

Name of Firm :

## ANNEX B

## Form Fin – 2 A: BOQ

Stretch: Length 23 Kms (Ch. 50.00kms to 73.00Kms)

S. No	Name of Work	Unit	Estimated Qty.	Estimated Rate (per cum) (INR)	Total Amount
1.0	Dredging				
	Execution of dredging through the assistance of dredgers of appropriate size, type and capacity as per general & special conditions and Technical specification. The rate includes survey (at all stages-pre and post dredging) and design fees, mobilization and de-mobilization charges, shifting charges from shoal to shoal, dumping of dredged spoil up to maximum 500 m through pipelines or road transportation including taxes (except GST) as prevailing and all other charge, expenditure etc. complete in all respect	Cum	6.06 Lakh		
2.0	Navigational Aids				
	Supply and Erection of temporary Navigational Aids / markers for day navigation of the entire reach of the Stretch as per the guiding parameters of Technical Specification including survey and design fees, supply and erection charges and all taxes (except GST tax)				
2.1	Channel Marks	Nos	92		
3.0	Maintenance for dredging for LAD 2 m and navigational aids (except GST)				
3.1	Maintenance of entire stretch for Least Available Depth (LAD) of 2m through maintenance dredging wherever required.	Lump Sum			
3.2	Maintenance of Navigational Aids as per requirement and direction of Engineer-In-				

**ANNEX B**

	Charge (channel marks @ 4 nos. per km for 24 months)				
3.2.1	Channel Marks	Mark-month	2208		
4.0	Sub-Total in figures (S. No. 1 to 3)				
5.0	GST as applicable				
6.0	Total in figures (S. No. 4 to 5)				
	Total in words				

\*NOTES: 1. Breakup of Project cost to the possible extent including taxes to be provided.

2. During Financial Bid Evaluation, for selection of lowest Bidder, quoted cost excluding GST (S. No. 4 as referred above) would be considered. However, GST would remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments.

**Authorized Signatory**

**Name** :  
**Designation** :  
**Name of Firm** :  
**Address** :

**ANNEX C**

**FORM 4B: Eligible Projects**

Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying similar works under this assignment.]

“Similar Works<sup>1</sup>” have been defined in Clause 16.1.1 of ITB and would mean “dredging in rivers, sea, lakes, backwaters, ports & inland waterways; Or operation and management of dredgers for carrying out dredging works on rivers, sea, lakes, backwaters, ports & inland waterways”.

S. No.	Client Name <sup>2</sup> , Name of work & location of project	Contract Value in INR	Dredging Quantity in Cum	Date of start of work	Scheduled completion date	Actual completion date	Details of dredging work including disposal of dredged material.	Remarks
		Financial <sup>3</sup> value of similar work satisfactorily completed	Physical Qty. of similar work satisfactorily completed					

**Firm's Name** : .....

**Authorized Signature** : .....

**Notes:**

<sup>1</sup> Exhibit only those projects completed in the last Seven (7) years from the Last Date of Bid Submission.

<sup>2</sup> The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder, if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.

<sup>3</sup> Against the Contract of works having several components other than dredging, only the relevant dredging component shall be evaluated for contract value, payment value and the actual execution period for the relevant component only should be submitted / specified.

ANNEX C

ANNEX D

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
2. Bidders should mention the maximum value of similar works as defined in Clause 16.1.1 of ITB executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case exchange rate for the currency in consideration, is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as [www.xe.com](http://www.xe.com), [www.oanda.com](http://www.oanda.com), along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder, as deemed fit.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation.

FORM 4F: List of Ongoing Assignments

Sl. No.	Full Postal Address of Client & Name of officer-in-charge	Description of the work including dredging quantity	Total Value of contract	Value of the work completed till last date of the previous month from the Bid Submission Date	Outstanding / Balance Value of the work till last date of the previous month from the Bid Submission Date	Date of commencement of work	Scheduled completion period	Average completion as on date	Expected date of completion	Machinery deployed