

Sr	Clause No.	Page	Description	Query	IWAI Response
1.	Part 1: Bidding Procedures, Section I – Instructions to Bidders, Clause 8 - Amendment of Bidding Document, Sub Clause 8.1	17	"... At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing addenda.	It is requested to consider period of at least 14 days for the submission of bid after employer issue any addendum/ amendment/ corrigendum to the bidding document. Also, In order for Bidders to prepare competitive bids, please revise the Bid Submission End Date to a fresh date giving at least three (3) week from the date when Employer Releases Replies to the Pre-bid Queries.	- Minimum four (4) weeks shall be provided to the bidder for bid submission subsequent to issue clarification.
2.	Part 1: Bidding Procedures, Section I – Instructions to Bidders, Clause 12 - Process of bid submission, Sub Clause 12.1	19	"... Submission of Original Documents.	Considering the COVID-19 scenario, it is requested to <u>consider period of at least 07 working days</u> for the submission of original documents either by registered/speed post/courier/in-hand after the deadline of bid submission online.	No change Tender Conditions Prevails
3.	Pre bid meeting	39	A Pre-Bid meeting will take place, at the following date, time and place: Date: ,08.12.2020 Time: 15.00 Hrs IST Place: IWAI Noida	Considering the present pandemic situation due to COVID-19, it is requested to kindly conduct the pre-bid meeting through online (Zoom etc)	The pre-bid meeting was held on 23.12.2020 through -Virtual link
4.	Period of Validity of Bid	43	(As per ITB Clause 18)	Offer validity may be limited to 60 days maximum, as it will be difficult to hold the equipment's for long period of more than 2 months. (As per ITB Clause 18)	NO – CHANGE Tender Condition Prevails

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5.	Part 1: Bidding Procedures, Section I – Instructions to Bidders, Sub Clause 18.3	43	<p>“...In ITB 18.3 replace the words ‘the Contract price shall be adjusted by a factor specified in the request for extension’ with ‘the Contract price shall be adjusted by the factor specified in the BDS’.</p> <p>The Bid price shall be adjusted by the following factor(s): ... 0.65 x (Average of Inflation percentage of last three quarters from the date of Award)</p>	Kindly Clarify this clause.	<p>It is Clarified that the Price Adjustment shall be carried out as per GCC Clause-45.</p> <p>The fuel escalations will be considered as per Clause 45.1 (h).</p>
6.	2.3.1 Financial Capabilities	57	<p>construction cash flow requirements estimated as 7.16 crores (Seven Crores seventeen lacs) (about 6 six months cash flow at peak construction period)_for the subject contract(s) net of the Bidders other commitments</p>	Kindly amend the construction Cash Flow. For the subject tender, kindly consider the cash flow from the vessel or barges operation or offshore cargo handling equipment related operation or any cash flow from port related operation ay Major Ports to be considered under this category.	NO – CHANGE Tender Condition Prevails
7.	2.3.2 Annual Construction Turnover	58	Minimum average annual construction turnover of Rs 14.33 Crores (Fourteen Crores thirty three lacs) , calculated as total certified payments received for contracts in progress and/or completed within the last five financial years, divided by five years.	Kindly amend the annual construction Clause. For the subject tender, kindly consider the cash flow from the vessel or barges operation or offshore cargo handling equipment related operation or any cash flow from port related operation ay Major Ports to be considered under this category.	NO – CHANGE Tender Condition Prevails
8.	Turn Over	58		Turnover: In the event of the technical partner not having the required financial turn over, over the last 5 years, but have completed various projects in last 7 years and value is also matching with tender requirement will the contractor qualify for the work. Request to kindly clarify the same.	NO – CHANGE Tender Condition Prevails

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9.	2.4.1 General Construction Experience	59	Experience under construction contracts for similar works such as those pertaining to <i>General Dredging Experience in Ports / River Management of Vessel, Manning of Vessel or Vessel related Marine Works</i> a. River Dredging and management of dredging materials. b. Dredged material used in reclamation of port / harbour will also be considered.	kindly confirm that the experience of vessel or barges operation or offshore cargo handling equipment related operation or Major Ports to be considered under this category.	NO – CHANGE Tender Condition Prevails
10.	2.4.2 Specific Dredging Experience	60	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 Rs 17.19 Crores Or Two similar works each costing not less than Rs 21.49 Crores Or One similar works costing not less than Rs 34.38 Crores	kindly confirm that the experience of successfully completed or partially completed or ongoing projects of vessel /barges operation projects or offshore cargo handling equipment related operation project or Port related operations at Major Ports to be considered under this category.	NO – CHANGE Tender Condition Prevails
11.	Joint Venture	60/59/52		Joint Venture: In the event of participating the tender in JV, one JV member is having sufficient marine experience, owning ships, barges, tugs and also owning number of CSDs but don't have Dredging experience i.e work completion certificates, but currently doing Government Dredging project as JV member on long term basis, will the contractor qualify for the work. Request to kindly clarify the same.	NO – CHANGE Tender Condition Prevails

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12.	2.4.3 (a) ISO 9001-2008/2015 quality Management system requirement	63	Quality Management Certificate issued by the International Organization for Standardization	kindly confirm that the requisite Certificate can be obtained immediately after the award of contract.	NO – CHANGE Tender Condition Prevails
13.	2.4.3 (c) OHSAS 18001 - Occupational Health and Safety Assessment Series	63	Relevant OHSAS certificate and Experience in occupational health and safety management over the last 2 years, starting 1st April 2016.	kindly confirm that the requisite Certificate can be obtained immediately after the award of contract.	NO – CHANGE Tender Condition Prevails
14.	2.4.3 (d) ISO 14001: 2004 / 2015 Environmental Management systems	63	Relevant Environmental management certificate and experience with environmental management systems over the last 2 years, starting 1st January 2016.	kindly confirm that the requisite Certificate can be obtained immediately after the award of contract.	NO – CHANGE Tender Condition Prevails
15.	Section-III - 2.5 Contractors – Rep & Key Persons	64	Surveyor Diploma and or SR I/II/III in Hydrographic Survey		Surveyor Diploma and or SR I/II in Hydrographic Survey
16.	2.6 Contractors Equipment	67	Equipment Required	Kindly review the requirement of 4 Nos of CSD of 500 Cum.	NO – CHANGE Tender Condition Prevails
17.	Form EXP – 2.5 Details of Deployment of Manpower	105	Surveyor – Experience 3 years Diploma and or SR I/II/III in Hydrographic Survey		Surveyor Diploma and or SR I/II in Hydrographic Survey

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18.	Finance Bid: Bill of Quantity, SI No. 1.1	115	<p>Dredging by Cutter Suction Dredgers of suitable size, type and capacity as per general & special conditions, technical specification to provide for 3m LAD and Channel Width of 36 m in Tribeni – Farakka stretch (351Kms) round the year for 3 years of NW-1 (River Ganga)</p> <p>The rate shall include the surveys (at all stages: pre and post dredging survey), mobilization and de-mobilization charges, shifting charges from shoal to shoal, dumping of dredged spoil up to minimum 300 m & maximum 1000 m through pipelines or road transportation including Labour Welfare Cess @ 1% (but except GST) as prevailing and all other taxes / charge, expenditure etc. complete in all respect.</p>	It is understood that the disposal of dredged material using CSDs will be the hydraulic mode of transportation. It is therefore requested to remove “or road transportation including Labour Welfare Cess @ 1%” which is not applicable in case of dredging activity.	It is clarified that, Bidder, may Quote their rates in case it is not possible to dispose the dredged material within 1000m and is required to be transported by other means.
19.	Finance Bid: Bill of Quantity, SI No. 1.2	115	Rate for disposal of dredging material additional 1 km (excluding GST)	Request you to kindly clarify the applicability of this BOQ line item. Since, the unit rate is requested in linear meter, how it will be calculated while discharging the dredged spoil through hydraulic mode.	It is clarified that the Percentage (%) of GST is required to be quoted at line item 1.3. In case of any change in rates during the currency of the contract same shall be applicable.
20.	Part 2:, Section VII – Works Requirements, Part I – Scope of Work Sub Clause 2.4.1 Procurement & Delivery	123	(d) The CSD units are to be kept ready for operation during lean season (working season) from 15th October* to 15th June of the succeeding year. All major repairs to be completed in the flood season from 16th June to 14th October.	It is understood that the dredging operation is to be done during lean season only as mentioned in the tender document. Hence, <u>the contractor can remove the equipment</u> from the site during the flood season. Kindly Clarify.	It is Clarified that :- the Equipment's deployed will be dedicated to this Project and will not be allowed to be removed, except for maintenance / Dry Docking as per clause 2.4.1 with the permission of EIC. In case bidder want to remove the equipment due to major repairs etc a similar capacity equipment shall be provided as replacement with the approval of EIC.

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21.	Part 2:, Section VII – Works Requirements, Part I – Scope of Work, Clause 4, Dredging Quantity & Milestones, Sub Clause 4.1 Joint Survey – Dredging Quantity	125	<p>“...The Dredging quantity will be measured based on joint pre-dredge and post dredge surveys for various shoals which will be given by EIC / his representative regularly during working season. EIC will try to give one shoal for dredging in advance while dredging of the previous shoal is under progress in order to avoid idling of dredger, provided pre-dredge survey is not delayed on account of contractor.</p> <p>“...Further, if the Contractor has been offered the quantity in a particular location / shoal and the contractor is unable to dredge the stipulated quantity, liquidated damages for that month / quarter shall be applicable, as defined in Clause 47.1 of GCC.</p>	<p>In order to plan and execute the dredging in 351 Kms of river channel efficiently by the contractor, it is requested to provide the shoal allocation on monthly basis for dredging and designated disposal sites for disposal of dredged spoil by the EIC within 14 days of the completion of joint pre-dredged survey to avoid idling of dredger.</p>	<p>It is Clarified that Tentative Shoal details based on the historical data is provided in the Tender documents.</p> <p>However, the actual location of the Shoals to be taken up for Dredging shall be identified through a joint Pre-dredged Survey by the Contractor, Representative of the EIC & TSSC cum PMC</p> <p>The shoal details gathered from the joint survey shall be submitted to EIC / TSSC cum PMC</p> <p>EIC / TSSC cum PMC shall inform the priority / order for taking up the clearance / dredging of shoals</p>
22.	Part 2:, Section VII – Works Requirements, Part I – Scope of Work, Clause 3, Timelines	125	<p>“... (f) If the dredged channel for the LAD of 3.0m gets silted in due course of time within the working season requiring re-dredging for navigational requirement, the same shall be carried out by the Contractor by mobilizing the dredger within stipulated period as instructed by TSSC / EIC</p> <p>(g) Re-dredging quantity would be eligible for payment as terms of contract.</p>	<p>After completion of shoal dredging, retention money will be held for 2 months during which contractor has to maintain the LAD.</p> <p>It is understood that the re-dredging during the said two months shall be eligible for payment as terms of contract. Please Clarify.</p>	<p>NO – CHANGE Tender Condition Prevails</p>

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23.	Part 2:, Section VII – Works Requirements, Part I – Scope of Work, Clause 4, Dredging Quantity & Milestones, Sub Clause 4.1, Sl. No. 5, Mobilisation	126-127	The Contractor shall mobilize all the dredgers, allied vessels, equipment and manpower at site, within 45 days from the date of Letter of Award. The Contractor is required to mobilize the desired equipment and manpower within this time frame to start the dredging operations in full capacity.	It is requested to consider period of 45 days from the Letter of Award to complete the mobilisation of survey spread and commence the Joint pre-dredge survey and consider a period of 30 days from the completion of pre-dredged survey and the allocation of shoals by the EIC to complete the mobilisation of dredger and commencement of dredging operation in full capacity.	NO – CHANGE Tender Condition Prevails
24.	Part 2:, Section VII – Works Requirements, Part I – Scope of Work, Clause 4, Dredging Quantity & Milestones, Sub Clause 4, Dredging Quantities & Milestone, Sl No. 4	125	Minimum 4 no CSD, having capacity of 500 Cum/hr. each, however the additional deployment shall be as per site requirement. The Successful bidder shall deploy the equipment as per their bid submission	It is understood that for fulfilling the tender qualification criteria the contractor shall demonstrate the minimum requirement of equipment as stipulated in the tender. Although, the contractor shall be allowed for addition <u>or reduction</u> and selection of suitable equipment as per the site condition during the course of time for better result.	It is clarified and reiterated that the Equipments are to be deployed as per QR-2.6 (pg-67) of tender documents and No reduction in equipments is allowed. the mobilisation of Additional equipment shall be as per site requirements
25.	Requirement of CSD:	125		As per the criteria CSDs of capacity 500 Cum per hour 4 nos are required for qualification purpose. The Annual quantity to be dredged is around 7.0 Lakh Cum. In order to complete the 7.0 Lakh Cum quantity two Nos CSDs of 500 Cum capacity meets the requirement. Keeping 4 CSDs for taking up 7.0 Lakh CUM financially not viable to the contractor. It is requested to kindly address the same and request to clarify the same.	No- Change Tender Condition Prevails

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26.	Part 2:, Section VII – Works Requirements, Part I – Scope of Work, Clause 4, Dredging Quantity & Milestones, Sub Clause 8.6,	130	“...The dredgers to be deployed at site shall be of the minimum capacity of dredging 250 m3/hr of solids. ”	Considering deploying of 4 nos. of dredgers (CSDs) and required depth and width of cut, it is suggested to consider the minimum capacity of dredging of 250 m3/hr. of solids rather than 500 m3/hr. of solids as mentioned earlier. And accordingly to be amended.	The minimum capacity of dredging 250 m3/hr of solids May be read as The minimum capacity of dredging 500 m3/hr of solids for each Dredger.
27.	Part 2:, Section VII – Works Requirements, Part I – Scope of Work, Sl. No. 9, Deployment of Dredger	131	“...IWAI shall have the flexibility in deployment of dredgers at any location within the stretch irrespective of National Waterway, depending on the requirement and the bidder shall mobilize the dredging unit at his cost within the prescribed time.	Request you to kindly modify the “...within the stretch irrespective of national waterway” to “within the given stretch of National waterway No.1 River Ganga”	It is clarified that, the Re-deployment of the dredgers shall be within the given stretch of National waterway No.1
28.	Part 2:, Section VII – Works Requirements, Part I – Scope of Work, Sl. No. 9, Deployment of Dredger	131	“...However, if the dredger is being mobilized away from the assigned location/ stretch as per the written instruction of the EIC, no penalty with respect to the quantity to be dredged for that time duration will be levied on the contractor for that particular duration.	In addition to no penalty, the contractor shall be compensated for the executed work done so far at the same rate as mentioned in the BOQ and the said section shall be considered to be handed over.	It is clarified that In compliance of any specific instructions from EIC, if the dredger has been mobilized away from the assigned location, no penalty shall be levied for the work that is being left behind and the work done till movement shall be paid as per pre-post survey. The payment at the new location shall be subject to pre-post Survey to establish the Quantity dredged.

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29.	Part 2:, Section VII – Works Requirements, Part II – Technical Specifications, Clause 1, Sub Clause 1.1 Brief Description of Works	136	“...On completion of Pre-dredging survey of the shoal area, the Contractor has to calculate the dredging quantity w.r.t design channel and also with respect to (w.r.t) tolerances by using Simpson’s Rule for area calculation and the volume shall be calculated based on Trapezoidal Rule and same is to be submitted to TSSC & Engineer-in-charge in 3 sets.	Request you to kindly consider Standard HYPACK Volumes Calculations for volume calculation for both tolerances and dredging volume.	No- Change Tender Condition Prevails It is clarified and reiterated that for the area & Volume of dredged work following shall be followed, <ul style="list-style-type: none"> ➤ Simpson’s Rule for area calculation and ➤ Trapezoidal Rule for volume calculation
30.	Part 2:, Section VII – Works Requirements, Part II – Technical Specifications, Clause 1, Sub Clause 1.4 Dredging Tolerances	138	“...The dredge level in the navigation channel shall not exceed an upper tolerance of (+) 0 mm to (+) 100 mm, where (+) indicates a height above the design dredge level. No ridges or pinnacles above the design dredge level shall be accepted. Horizontal tolerances for dredging in the navigation channel shall be (-) 0 mm and (+) 1000 mm on either side, where - indicates a deviation of the toe of the dredged slope (towards the channel) from the location specified in the contract drawings and (+) indicates a deviation of the toe of the dredged slope (away from the channel) from the location specified in the contract drawings.	Request you to also kindly consider vertical tolerance of (+) 500 mm and horizontal tolerance to (+) 2000 mm on either side of the toe line of the channel.	No- Change Tender Condition Prevails

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31.	Part 2:, Section VII – Works Requirements, Part II – Technical Specifications, Clause 1, Sub Clause 1.5 Dredging Sedimentation	138	“...The Contractor shall take all necessary precautions to avoid any flow of the dredged material back in to the river channel and to minimize any sedimentation in the channel consequent to disposal of dredged material in an improper way, not approved by the TSSC / Engineer in Charge	In order to minimize any sedimentation in the channel consequent to disposal of dredged material, it is requested to assign designated disposal location in the periphery of a minimum 300 m and up to 1000 m away from the navigational channel / identified dredging area/ shoal length by the TSSC / EIC prior to the commencement of dredging.	No- Change Tender Condition Prevails It is clarified that, this is a joint exercise to be carried out by the contractor / TSSC cum PMC / EIC depending upon the shoal to be dredged after joint pre-survey & decide about the disposal of dredged material.
32.	Part 2:, Section VII – Works Requirements, Part II – Technical Specifications, Clause 5, Surveying Sub Clause 1.5 General	141	“...Topographic survey to transfer the Bench Mark (B.M.) value from nearest known location within the few important stations along the river (based on his judgement) and also to the locations within 5 Km range of dredging site will have to be undertaken as a primary activity before any dredging work can be started because the B.M will act as control points for dredging depths.	Request you to kindly share the details of already installed/ available Bench Mark located on the National Waterway Stretch Farakka – Tribeni (351 Kms).	The Available Bench Marks will be shared to the successful Bidder, and shall be transferred to the working site in consultation with EIC & TSSC cum PMC by the Contractor.
33.	Part 2:, Section VII – Works Requirements, Part II – Technical Specifications, Clause 5, Surveying Sub Clause 5.6 Pre-Dredging Survey	144	The shoal(s) to be dredged shall be informed to the Contractor by TSSC / Engineer in Charge (EIC) or his representative in writing based on the identification of such locations through fortnightly Thalweg surveys, report from waterway users or any other inputs received by the TSSC / Engineer in Charge	Please clarify, the said fortnightly Thalweg survey will be done by the employer/ EIC/ TSSC and will be done only during the lean season period.	Periodic / Fortnightly Thalweg Survey shall be carried out by IWAI

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34.	5.6.2 Navigation channel along the River	144	<p>Navigation channel along the River Survey lines shall run perpendicular to the baseline to be established on the shore. Cross-section sounding lines to be run @ 10 m interval. Continuous soundings are to be taken on the cross-section and plotted @ 4 m apart on the cross-section lines. Cross-section lines shall run for a width of minimum 200 m (approximately 100 m on either side of the centre line of the navigation channel). If the width of the river is less than 200 m, then the lines shall run from bank to bank (between Low water lines). The Scale of survey chart is 1:500.</p>		<p>Navigation channel along the River : Survey lines shall run perpendicular to the baseline to be established on the shore. Cross-section sounding lines to be run @ 10 m interval. Continuous soundings are to be taken on the cross-section and plotted @ 2 m apart on the cross-section lines. Cross-section lines shall run for a width of minimum 200 m (approximately 100 m on either side of the centre line of the navigation channel). If the width of the river is less than 200 m, then the lines shall run from bank to bank (between Low water lines). The Scale of survey chart is 1:500</p>
35.	Part 2:, Section VII – Works Requirements, Part II – Technical Specifications, Clause 5, Surveying Sub Clause 5.8.4 Post – Dredging Survey	145-146	<p>“... On completion of Post – Dredging survey, the quantity actually dredged with reference to the specifications and tolerance applicable to the channel shall be calculated by the Contractor by using Simpson's Rule for area calculation and the volume shall be calculated based on Trapezoidal Rule and such calculations together with the copy of Pre and Post Dredging Survey charts shall be furnished in 5 sets together with monthly bills</p>	<p>Request you to kindly consider Standard HYPACK Volumes Calculations for volume calculation for both tolerances and dredging volume.</p>	<p>No- Change Tender Condition Prevails It is clarified and reiterated that for the area & Volume of dredged work following shall be followed,</p> <ul style="list-style-type: none"> ➤ Simpson's Rule for area calculation and ➤ Trapezoidal Rule for volume calculation

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36.	Part 2:, Section VII – Works Requirements, Part II – Technical Specifications, Clause 7, Plant and Equipment, Sub Clause 7.11	148	“...The Contractor shall not change the type, number, size and make of dredgers indicated in the contract without written approval of IWAI / TSSC / Engineer in Charge. If the dredger breaks down, the Contractor should arrange for replacement of the same with an equivalent capacity suitable dredger with prior approval of IWAI / TSSC / Engineer in Charge.	It is understood that for fulfilling the tender qualification criteria the contractor shall demonstrate the minimum requirement of equipment as stipulated in the tender. Although, the contractor <u>shall be allowed for addition or reduction and selection of suitable equipment</u> as per the site condition during the course of time for better result.	No Change Tender Condition Prevails.
37.	Part 2:, Section VIII – General Conditions of Contracts with Schedules (GCC), Part D. Cost Control, Sub Clause 37, Changes in the contract price	199	“...If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. (a) If the quantity of work executed exceeds the quantity of the item in BOQ beyond the higher specified limit the Project Manager shall fix the rate to be applied for the additional quantity of the work executed. (b) If the quantity of work executed less than the quantity of the item in BOQ lesser than the lower specified limit, the Project Manager shall fix the rate to be applied for whole of the quantity of the work so executed.	It is not applicable for the dredging contract. Hence request you to kindly remove.	No Change Tender Condition Prevails.
38.	Part 2:, Section VIII – General Conditions of Contracts with Schedules (GCC), Sub Clause 46.1	225	“...The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price.	Kindly remove this clause.	No Change Tender Condition Prevails.

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39.	Part 2:, Section VIII – General Conditions of Contracts with Schedules (GCC), Sub Clause 45.1 & 45.1 (h)	224	“...The contract price will be subjected to adjustment on account of variation of price of diesel more than 10% of the price prevailing on the date of opening of the bid according to the formula given below	Kindly remove that “...the contract price will be subjected to adjustment on account of variation of price of diesel more the 10% of the price prevailing on the date of opening of the bid.”	No Change Tender Condition Prevails.
40.	Part 2:, Section VIII – General Conditions of Contracts with Schedules (GCC), Sub Clause 47.1.1	226	<p>B.1 The contractor shall maintain the dredged channel for the completed shoals for a period of 2 months.</p> <p>B.2 An amount of 20% of the Bill amount of each shoal shall be withheld towards maintenance that dredged shoal.</p> <p>B.3 The withheld amount shall be released after completion of 2 months maintenance as per para B.1 above and submission weekly joint survey reports.</p> <p>B.4 In the event of failure maintaining of the dredged shoal channel, in every week for two (2) months maintenance period, the withheld amount of 20% for a particular shoal shall be forfeited.</p> <p>B.5 The payment shall be made every month towards the dredging of a completed shoals based on joint pre-post dredging survey.</p> <p>Employer, without prejudice to any other right or remedies it may possess may terminate the contract forthwith.</p>	Request you to kindly consider maximum 10% of the bill amount to be withheld towards the maintenance of the dredged shoal.	No Change Tender Condition Prevails.

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41.	Part 2:, Section VIII – General Conditions of Contracts with Schedules (GCC), Sub Clause 47.1	225	<p>d. If the contractor fails to maintain the required progress or to complete the shoal allocated within the estimated time of completion or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the authority on account of such breach, pay as agreed liquidated damages the amount calculated at the rates stipulated below:</p> <p>(i) Liquidated Damages- For the first one month after the end date of the shoal LD @ 1.5% per month (pro-rata on day basis) will be levied. This will be computed on the value of the dredging to be carried out on that location (Shoal). Thereafter i.e. delay more than one month will attract LD @ 1.5 % per month of delay on contract value and to be computed on per day basis.</p> <p>e. The liquidated damages will be calculated on the delay of particular location (shoal) on the value of dredging carried out on that location (shoal).</p> <p>f. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work</p> <p>"...The condition of persistent failure to execute the CONTRACT, and when the Total Amount of the Payment reduction & Liquidated Damages applied under the contract reach's TEN (10 %) percent of the Contract Amount, the owner reserves the right to issue the NOTICE OF TERMINATION OF CONTRACT."</p>	Please clarify the methodology for computing the estimated time of completion of a particular shoal based on quantity and local site conditions (such as disposal grounds etc.)	Depending upon the quantity to be dredged at a particular Shoal which is to be derived after Pre Survey and the capacity of the Dredger, time for the completion of dredging will be decided by the E I C / TSSC cum PMC.
42.	Liquidated damages:	225	(Clause 47.1 of GCC)	It is requested that, maximum LD/ penalty applicable in delay in completion of work shall be limited to 5% of the Contract price. (Clause 47.1 of GCC)	No Change Tender Condition Prevails.

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43.	GCC 47.1	227	The liquidated damages for the whole of the Works are 10% (TEN Percent) of the final Contract Price. The Quantity of 20.70 Lac Cum is to be dredged during the lean season of (7) seven months (November to May) except for flood seasons (June to October)		The liquidated damages for the whole of the Works are 10% (TEN Percent) of the final Contract Price. The Quantity of 20.70 Lac Cum is to be dredged during the lean season of (7) seven months (November to May) except for flood seasons (June to October) for the Contract Period of 3 years.
44.	Part 2:, Section VIII – General Conditions of Contracts with Schedules GCC Sub Clause 65.4, Conditions of Dredging Operations.	231	“...No idle time charges will be paid to the contractor on any account. Local issues / hindrances, if any, would be addressed by the Contractor. IWAI would facilitate with local/govt. agencies.	The contractor shall be compensated for time related to the event as mentioned in the GCC Sub-clause.	No Change Tender Condition Prevails.
45.	Section IX. Particular Conditions of Contract. Appendix C	242	'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.	It is understood that the deployment of the dredgers will not be continuous throughout the year. The requirement will be governed by formation of shoals and as per the direction given by EIC/TSSC as per requirement. Thus a permanent establishment is not foreseen, therefore it is requested to remove this condition of obtaining CTE and CTO from the State pollution control board. Although the contractor will ensure necessary compliances for its equipment, adhering to the air and water quality management.	No Change Tender Condition Prevails.

Additional Clarification to the Tender Documents					
Sl. no	Document Reference	page	Existing Clause		To be read as
46.	Section-III - 2.5 Contractors Representative & Key Persons	64	Surveyor Diploma and or SR I/II/III in Hydrographic Survey		Surveyor Diploma and or SR I/II in Hydrographic Survey
47.	Form EXP – 2.5 Details of Deployment of Manpower	105	Surveyor – Experience 3 years Diploma and or SR I/II/III in Hydrographic Survey		Surveyor – Experience 3 years Diploma and or SR I/II in Hydrographic Survey
48.	Bill of Quantity	115	1.2 Rate for disposal of dredging material additional 1 KM (excluding GST)		1.2 Rate for disposal of dredging material additional 1 KM (excluding GST) ... In column 4 Unit to be read as (Per KM)
49.	5.6.2 Navigation channel along the River	144	Navigation channel along the River Survey lines shall run perpendicular to the baseline to be established on the shore. Cross-section sounding lines to be run @ 10 m interval. Continuous soundings are to be taken on the cross-section and plotted @ 4 m apart on the cross-section lines. Cross- section lines shall run for a width of minimum 200 m (approximately 100 m on either side of the centre line of the navigation channel). If the width of the river is less than 200 m, then the lines shall run from bank to bank (between Low water lines). The Scale of survey chart is 1:500.		Navigation channel along the River Survey lines shall run perpendicular to the baseline to be established on the shore. <i>Cross-section sounding lines to be run @ 25 m interval. Continuous soundings are to be taken on the cross-section and plotted @ 2 m apart on the cross-section lines.</i> Cross- section lines shall run for a width of minimum 200 m (approximately 100 m on either side of the centre line of the navigation channel). If the width of the river is less than 200 m, then the lines shall run from bank to bank (between Low water lines). The Scale of survey chart is 1:1500
50.		227	a. The liquidated damages for the whole of the Works are 10% (TEN Percent) of the final Contract Price. The Quantity of 20.70 Lac Cum is to be dredged during the lean season of (7) seven months (November to May) except for flood seasons (June to October)		The liquidated damages for the whole of the Works are 10% (TEN Percent) of the final Contract Price. The Quantity of 20.70 Lac Cum is to be dredged during the lean season of (7) seven months (November to May) except for flood seasons (June to October) for the Contract Period of 3 years.
