

Summary of the Pre-Bid Queries held on 30.11.2017 for NW1 Tender		
SECTION-I & II	Instruction to Bidders (ITB & BDS)	.. 1 to 5 (5) . Queries
SECTION-III	Evaluation & Qualification Criteria (QR)	...6 to 29 (24). Queries
SECTION-IV	Bidding Forms	NIL .. Queries
SECTION-V	Eligible Countries	NIL .. Queries
SECTION-VI	Bank Policy – Corrupt & fraudulent Practices	NIL .. Queries
SECTION- VII	Schedule of Requirements & Technical Specification	..30 to 67 (38) Queries
SECTION- VIII	General Conditions of Contract - GCC	...68 to 83 (16) . Queries
SECTION-IX	Special Conditions of the Contract - SCC	...84 to 95 (12) Queries

SECTION-II – Instruction to Bidders (ITB & BDS)				
	Topic	Tender Doc Ref	Query	Response
1	Bid Prices & Discounts	Section II, 14.6	Final destination is project site. What is the exact location?	Refer to Clause 14.8 of ITB / BDS Kolkata, GR Jetty
2	General		As Firms registered with NSIC have very limited resources and generally exempted from EMD for Govt. Tenders, they may be exempted for tender document fees and EMD.	No exemption provided for NSIC registered firms in World Bank funded projects. Tender conditions remain unchanged.
3			If EMD has to be paid , instead of 50% DD and 50 % BG , full EMD to be accepted in the form BG submitted through nationalized bank	Tender conditions remain unchanged.
4			Submission of the offers will be 30 days post pre bid meeting minutes circulation.	Refer to Clause 21.1 of ITB./ BDS
5			Last date of bid submission date (26/12/17) may be extended by one month.	Refer to Clause 21.1 of ITB./ BDS
SECTION-III – QR Evaluation & Qualification Criteria				
6	Margin of Preference	Section-III, (1)	<p>Please refer to bid document Section III – Evaluation & Qualification Criteria - Group A) Bids offering goods manufactures in the Purchaser’s Country, for which (i) labour, raw materials, and components from within the Purchaser’s Country account for more than thirty (30) percent of the EXW price: and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.</p> <p>Please clarify the following: Whether a company, registered as private limited company in India under Companies Act. with fabrication of dredge components /repair & service facility, which could meet the 30% domestic content, (Group A- (i) can</p>	The Indian company cannot qualify based on parent company’s qualification. Also, the parent company located outside India will not be eligible for domestic preference.

			<p>be the prime bidder with the support of the parent company located out of India having all the facilities as mentioned under (ii) of Group (A)</p> <p>If the above is not possible, would the parent company located out of India meeting the requirement of (ii) under Group A, becomes the prime bidder and avail the domestic services of its local subsidiary co. registered in India under Cos. Act. to the extent of 30% or more under Group A (i) above, would be eligible to enjoy the price preference of 15%?</p>	
7	Qualification Requirements cum Eligibility of Bidders	Clause 3.0	<p>As per Tender - This invitation of bids is open to all reputed and experienced Indigenous and International (foreign) firms.</p> <p>Query - 1) The tender Qualification Requirements cum Eligibility of Bidders may be made aligned to guidelines for promoting "MAKE IN INDIA" initiative of GOI formulated by Ministry of Shipping "GUIDELINES FOR EVALUATING AND AWARDING TENDERS FOR NEW SHIPBUILDING ORDERS FLOATED BY GOVERNMENT DEPARTMENTS OR AGENCIES INCLUDING PUBLIC SECTOR UNDERTAKINGS" vide circular SY-16023/10/2015-SBR dated 31/5/16. Copy of circular/ guidelines is enclosed herewith.</p> <p>2) There are many domestic yards capable of building such dredgers and hence the tender may be procured from Indigenous firms.</p>	The procurement under this bidding document is under World Bank funding and World Bank procurement guidelines will apply to the same. Tender conditions remain unchanged.
8	Experience & Technical Capacity	3.1 (a) (ii)	Please modify this clause to eligible equipment as Self Propelled "sea going Vessel" of various types as there are not many self-propelled CSD manufacturers in the world.	Refer Section - III Evaluation and Qualification Criterion. Tender document has been modified.
9	Technical Criteria	Clause 3.1	As per Tender - The bidder must have experience of having successfully completed similar works during last (7) seven years prior to the date of Submission of Bid.	Refer to Section - III Evaluation and Qualification Criterion. Tender document has been modified.

			<p>Query - 1) Please refer to the above circular SY-16023/10/2015-SBR dated 31/5/16. We draw your special attention to para 3 of the said circular towards this.</p> <p>2) The experience of similar vessel shall not be specified as a qualification criteria.</p> <p>3) This clause is restrictive in nature and request to amend the tender condition in line with the MoS circular.</p>	
10	Qualifications	Section-III, 3.1 (ii)	<p>Qualifications (ITB 34.3) 3.1. Post-qualification Requirements (ITB 34.3.1) To guarantee well performing and good quality equipment it would be beneficial for the overall result to incorporate also a self-propelled cutter suction dredger as a requirement.</p> <p>It is suggested that in order to meet the specific requirement of dredging (on emergency situation which needs quick and prompt mobility) it would be advisable / beneficial to the purchase to incorporate “as a self-propelled cutter suction dredger “ as a post qualification requirement.</p> <p>The Bidder shall be a manufacturer, who has designed, manufactured, supplied, erected and commissioned equipment of the same or similar type* and capacity of at least two (2)times the quantity indicated in the Schedule of Requirements, during the last seven (7) years (calendar year 2010 to 2016), out of which a quantity of two (2) times the quantity of the product offered for supply should be in successful operation for at least one (1) year on the date of bid opening. To demonstrate the above, the bidder shall furnish the details of experience and past performance for the equipment offered and for those of similar nature and submit Performance Statement as per “Performa for Performance Statement” given under Section IV The Bidder shall submit the user’s satisfaction certificate on the letterhead of the user / user department / ministry / government.</p> <p>*(Same/Similar equipment means Design, construction & supply of inland / sea going Self Propelled – Cutter Suctions</p>	Refer to Section - III Evaluation and Qualification Criterion. Tender document has been modified.

			dredgers and Cutter suction dredgers or both of various capacities and type.)	
11	Technical Criteria	Clause 3.1	<p>As per Tender –</p> <p>At least one or more works similar to the proposed works defined in detailed technical Specification / tender documents, as per following ♣ 1 (one) contract with minimum value of USD 9,850,000 or INR 64.00 Crs</p> <p>Or</p> <p>♣ 2 (Two) contract each with minimum value of USD 7,400,000 or INR 48.00 Crs</p> <p>Or</p> <p>♣ 3(three) contract each with minimum value of USD 4,925,000 or INR 32.00 Crs</p> <p>Query - We understand the contract mentioned is for any type of vessel and not specifically for a dredger. If not then the condition may be suitably changed to any type of vessel.</p>	Similar equipment are defined, Please Refer to Section-III Evaluation and Qualification Criterion.
12	Details of Infra Facilities	3.2 (f)	Requirement of “Training facilities in India” is for a different industry and should not be pre-qualification criterion. Please this delete clause.	Tender conditions remain unchanged.
13	Experience	Clause 3.3	<p>As per Tender - g) The Bidder shall provide the Details of Service Centers in India and information on service support facilities that would be provided for after the warranty period for the Major Equipments; like Main Propulsions etc.</p> <p>Query - 1) The tender Qualification Requirements cum Eligibility of Bidders may be made aligned to the guidelines formulated by Ministry of Shipping for domestic eligibility criteria, vide circular SY- 16023/10/2015-SBR dated 31/5/16.</p> <p>2) Since the vessel deployment is in NW-1 / NW-2 the requirement of service centres may be limited to location in NW1/ NW2.</p>	The procurement under this bidding document is under World Bank funding and World Bank procurement guidelines will apply to the same. Tender conditions remain unchanged.

14	In case of Joint Venture	Clause 3.4	<p>As per Tender - Bids of bidders quoting as Joint Venture meeting with the above requirement in full, can also be considered provided:</p> <p>Query - Formation of JV at this point of time for this project alone is not viable also there is financial implications for forming JVs. Hence this criteria may be changed to a MoU or a Consortium arrangement with the Indian partner which essentially a shipyard.</p>	<p>Consortium shall be treated as Joint Venture only.</p> <p>No changes, tender conditions prevail.</p>
15	In case of Authorized agent	Clause 3.5	<p>As per Tender – Authorized agent</p> <p>Query - We propose that the authorized agent should be a shipyard with manufacturing facilities in India and not an agent or trader.</p>	No changes, tender conditions prevail.
16	Documentation in support of qualifying criteria	Clause 3.6	<p>As per Tender - Bid qualification criteria</p> <p>Query - Please refer to the above circular SY-16023/10/2015-SBR dated 31/5/16. Prior experience in construction and delivery of similar vessel shall not be specified as a qualification criteria.</p>	No changes, tender conditions prevail.
17			<p>Regarding pre- qualification : as both tenders are independent tenders, IWAI should consider those shipyards which have delivered at least 1 dredger in past 7 years for both tenders and 1 additional dredger /any sea going vessels to be considered.</p>	<p>Refer Section -III Evaluation and Qualification Criterion.</p> <p>No changes, tender conditions prevail.</p>
18			<p>IWAI has to consider pre- qualification bidder shipyards who has built CSDs or SPCSD as addition of propulsion system in any CSD is part of shipyard's works which can be undertaken as per Owner's requirement.</p>	<p>Refer Section -III Evaluation and Qualification Criterion.</p> <p>No changes, tender conditions prevail.</p>
19			<p>Minimum contract values should be reduced to 30 crores as most of Indian shipyards have low order value works in past. For our policy of "Make in India" this restriction must be removed /reduced to encourage Indian Shipyards.</p>	<p>Refer to Section -III Evaluation and Qualification Criterion.</p> <p>No changes, tender conditions prevail.</p>

20	Weightage Criteria	Page ix	<p>As per Tender - Minimum technical score required to pass is 75.</p> <p>Query - The tender Qualification Requirements cum Eligibility of Bidders may be made aligned to the guidelines formulated by Ministry of Shipping "GUIDELINES FOR EVALUATING AND AWARDED TENDERS FOR NEW SHIPBUILDING ORDERS LAOATED VY GOVERMENT DEPARTMENTS OR AGENCIES INCLUDING PUBLIC SECTOR UNDERTAKINGS" vide circular SY-16023/10/2015-SBR dated 31/5/16 .</p>	<p>The criterion of Technical Scores has been deleted, refer to Section -III Evaluation and Qualification Criterion.</p>
21	QR	Section III	<p>As per Tender – This invitation of bids is open to all reputed and experienced indigenous and internal (foreign) firm having at least seven years’ experience and satisfactory performance record for the Design, Construction and supply of inland / sea going self propelled – Cutter Suction dredgers or non propelled Cutter Suction dredgers of various capacity & type or any other dredgers may participate directly or through their authorized agencies/suppliers in India.</p> <p>The International (foreign) firm/ company on design, construction and supply of non – propelled / self propelled Cutter suction dredgers may participate directly or through their authorized agencies / suppliers in India. Bidders may associate with other firms so as to form a Joint venture to enhance their qualifications.</p> <p>Query</p> <p>a. What will be the procedure of enhancement of qualification of the bidders who would form joint venture?</p> <p>b) Will the weightage criterion of each joint venture partner be added together to arrive at the Technical score of the joint venture bidder?</p>	<p>Bidders are advised to refer to Section -III Evaluation and Qualification Criterion.</p> <p>The criterion of Technical Scores has been deleted.</p>

22	Weightage		<p>Weightage -criteria for the Evaluation of the Technical Proposal Similar projects means: Design, Construction and Supply of Inland / Sea-going Self Propelled - Cutter Suction Dredgers of various capacity & type.</p> <p>Indeed the satisfactory completion of intended and invited work requires two distinct experiences, i.e.</p> <p>I) Experience of self propulsion i.e., construction and delivery of self propelled vessels-- Class inland/ sea going etc. because there are specific intricacies in self propulsion.</p> <p>II) Experience of Building Cutter Suction Dredgers because there are specific intricacies in building CSD.</p> <p>As the tender in question is for procurement of self propelled cutter suction dredgers which are self propelled and cutter suction dredger at the same time , we consider that it may be prudent to include weightage for having experience in building self propelled vessels/ ships alone and dredgers.</p> <p>May we therefore humbly propose that a separate weightage criteria as follows may be included.</p> <p>1' Having experience of building and delivering Cutter Suction Dredger along with experience of building and delivering self propelled vessels will have a point of score of 25.</p> <p>2' "Similar projects means: Design, Construction and Supply of inland / Sea-going Class Self Propelled Vessels / Cutter Suction Dredgers of various capacity & type,</p>	<p>The criterion of Technical Scores has been deleted, refer to Section -III Evaluation and Qualification Criterion.</p>
23			<p>Having experience of building and delivering Cutter Suction Dredger along with experience of building and delivering self propelled vessels will have a point of score of 25.</p>	<p>The criterion of Technical Scores has been deleted, refer to Section -III Evaluation and Qualification Criterion.</p>

24	Prequalification requirements / Experience / Documentation in support of qualifying criteria	Clause 2, 2.1 & 2.2	Query - The tender Qualification Requirements cum Eligibility of Bidders may be made aligned to guidelines for promoting "MAKE IN INDIA" initiative of GOI formulated by Ministry of Shipping "GUIDELINES FOR EVALUATING AND AWARDED TENDERS FOR NEW SHIPBUILDING ORDERS FLOATED BY GOVERNMENT DEPARTMENTS OR AGENCIES INCLUDING PUBLIC SECTOR UNDERTAKINGS" vide circular SY-16023/10/2015-SBR dated 31/5/16. Copy of circular/guidelines is enclosed herewith.	The bidding document conditions remain unchanged. This is Bank funded project and Bank's guidelines shall prevail.
25	In case of Joint Venture	Clause 2.6	As per tender - Bids of bidders quoting as Joint Venture meeting with the above requirement in full, can also be considered provided: Query - Formation of JV at this point of time for this project alone is not viable also there is financial implications for forming JVs. Hence this criteria may be changed to a MoU or a Consortium arrangement with the Indian partner which essentially a shipyard.	Consortium shall be treated as JV. No change, tender conditions prevail.
26	In case of Authorized agent	Clause 2.7	As per Tender - Authorized agent Query - We propose that the authorized agent should be a shipyard with manufacturing facilities in India and not an agent or trader.	This is suitably covered in the QR at Section-III
27	Weightage Criteria	Clause 4.3	As per Tender - Minimum technical score required to pass is 75. Query - The tender Qualification Requirements cum Eligibility of Bidders may be made aligned to the guidelines formulated by Ministry of Shipping "GUIDELINES FOR EVALUATING AND AWARDED TENDERS FOR NEW SHIPBUILDING ORDERS FLOATED BY GOVERNMENT DEPARTMENTS OR AGENCIES INCLUDING PUBLIC SECTOR UNDERTAKINGS" vide circular SY-16023/10/2015-SBR dated 31/5/16 .	The criterion of Technical Scores has been deleted, refer to Section -III Evaluation and Qualification Criterion.

Section – VII TECHNICAL Specification & Annexure-I				
28	Intent	Section VI, Sch of Requirements	Plans to be submitted together with the technical bids. Is it allowed that some drawings and calculation can be submitted after the awarding of the contract? (B, F, G, H)	Refer to Clause 1.1 of Technical Specifications.
29	Min. Deck Area	Section VI, Part-2, 1.1	Tender mentions that "Owner's requirements on capacity, loads, speed and minimum deck area..." have to be met. However, details for deck area is not provided. Please clarify the min. deck area requirement, if any.	The requirement of minimum deck area has been deleted, please refer to Technical Specifications.
30	Justification of Performance and Endurance capabilities	Section VI, Part-2, 1.1 Note-1	Kindly clarify how the figures shall be justified by Bidder. Are equipment data from Vendor satisfactory? Or please advise if IWAI has any specific means of evaluating the performance of the design & equipment.	Refer to revised Technical Specifications.
31	Model Test /CSD	Section V,1.2.3	Modify the documents with requirement of new design based on proven design with CFD analysis in case proven design is not available together with the condition of confirmation of speed power through model test to be submitted by the successful bidder before the contract is signed.	Modified. Please refer clause 1.2.3 of technical specification.
32	Technical Specification	Section – V, Cl 1.3	Deviation (Page 6 of 26) We propose +/-10% Deviation in Length, Breadth, Depth, Dredge capacity and speed is proposed at 7.5 Knots.	Refer to Clause 1.3 of Technical Specifications.
33	Principal dimensions / particulars	TS 1.3	As per Tender - Trial speed - 8.5 knots Query - If a self propelled dredger is essential, then the trials speed of 8.5 knots will lead to very high power thus increase in the cost, the light ship weight & draft. The design will not be optimum for its functionality. Hence suggest 5 to 6 knots as the max speed.	Refer to Clause 1.3 of Technical Specifications.
34	Approximate principal dimension and other particulars	Section VI, 1.3	Approximate Principal dimension and other particulars Are deviations in the length and breadth allowed as these are necessary to achieve the requested speed? Is a deviation in speed possible to reduce the cost price?	Refer to Clause 1.3 of Technical Specifications.

35	Dimensions	Section V, 1.3	Length over all is mentioned to be 27 mtr. As the ladder sticks out the question rises if this is measured with or without Ladder.	LOA will be with swing ladder raised.
36			As discussed in the pre bid meeting held on 30/11/17 bidder will assist / submit the required documents for registration of the vessel in Kolkata , registration of the vessel will be under IWAI scope.	Refer to Clause 1.5 of Technical Specifications and Clause 15 of Annexure-I to Technical Specifications.
37	Registration	Section VI, 1.5	Registration can only be done by the owner of the vessel. Can this be part of the scope of the purchaser?	Refer to Clause 1.3 of Technical Specifications and Clause 15 of Annexure-I to Technical Specifications.
38	Permanent ballasting	Section VI, Part-2, 1.6	Tender doesn't permit use of permanent ballasting, any reason? Keeping this option will be helpful to adjust the displacement / trim / heel in the final stage of construction as the vessel is equipment intensive. To limit excessive use of dead ballast, a percentage limit can be set by IWAI instead of completely removing the possibility.	Not agreed, refer to Clause 1.6 of Technical Specifications.
39	Drawings	Section VI, 1.7	Drawings This is a tailor made vessel. Can the timing for suppling of the drawings extended to 16 weeks?	Refer to Clause 1.7 of Technical Specifications.
40	Design documentation & Class approval	Section VI, Part-2, 1.7	Time for Class review by Socities cannot be guaranteed by the bidder. Hence, the design delivery post signing of contract to be reconsidered.	Refer to Clause 1.7 of Technical Specifications.
41	Aluminium Superstructure	Section VI, Part-2, 1.8, 2.7	Kindly clarify the requirement of Al Superstructure. Is there a major weight reduction envisaged? For this vessel (size of vessel and extent of superstructure), we don't foresee a major reduction in weight due to Al.	Refer to Clause 1.8 of Technical Specifications.
42	Materials & workmanship	Section VI, 1.8	Superstructure Aluminum? Why can't this be steel?	Refer to Clause 1.8 of Technical Specifications.
43	(Page 1.8 and 2.7) - Clause Material and Workmanship:	Section – V, Cl 1.8 & 2.7	Superstructure :- Since the superstructure will be a small one any weight reduction will not make a significant difference in	Refer to Clause 1.8 of Technical Specifications.

			overall stability, we propose to have the superstructure made of steel.	
44			As discussed in the meeting construction of super structure will be made up of steel instead of Aluminium.	Refer to Clause 1.8 of Technical Specifications
45			Is Superstructure to be of Aluminum only?. Is steel not acceptable?	Refer to Clause 1.8 of Technical Specifications.
46	Tests & Trials	Section VI, 1.10	Can the final test be the test in the country of manufacturing? Final test before transport and witnessed class surveyor and purchaser.	Refer to Clause 1.10 of Technical Specifications.
47			Both NW1 & NW 2 dredgers place of delivery shall be consider Kolkata.	Refer clause 1.10 of Tech. specification Delivery of 02 Nos. of SPCSD of NW-1 shall be at Kolkata.
48	Trials – (Clause 1.14) :	Section – V, Cl 1.14	Trials are proposed to be carried out at KOLKATA, in presence of owners', classification society, statutory surveyor as per specification.	Refer to Clause 1.10 of Technical Specifications.
49	Ceiling - (Clause 3.4):	Section – V, Cl 3.4	Lining and ceiling may be done by 'Pre-laminated Boards'. They are durable and fast to install.	No Change, Tender Conditions prevail.
50			Requirement of Diesel Generators to be confirmed else finalization will be made based on the design calculations.	Refer to Clause 4.2.1 of Technical Specifications.
51	Electrical	Section V, 4.3	In the specification it is mentioned that the switching boxes and panel can be housed in a front reachable cabinet with closed back panels. However, in the specification it is also mentioned that the switch boards have to be reached form behind. Which configuration of switch boards cabinets is required?	Please refer clause 4.3 of technical specification.
52	Main Engines	Section VI, 5.2	The minimum capacity of 600 kW is not required for the requested production of the pump. Can this minimum requirements removed from this tender?	Refer to Clause 5.2 of Technical Specifications.
53			Does the Bridge Pump Engine to be minimum 600 KW or can it be less? Power rating (Approx 447)	Not Agreed, tender conditions prevail, refer to Clause 5.2 of Technical Specifications.

54	Propulsion System – (Clause-5.6):	Section – V, Cl 5.6	We propose to have 2 Nos. Deck Mounted S.R.P at stern installed in a canopy with adjustable height and provisions for lifting the rudder propeller. In this way we can attend to propeller work in afloat condition and adjust the depth of the propeller if required. The controls are easier to handle and can be operated by one man at the wheel house. Consequently the steering gear will not be required.	Refer to Clause 5.6 of Technical Specifications.
55			3nos x 4 stroke Marine Diesel engines are required to achieve a speed of 8.5 knots since the design draft is just 1.5 meters (Shallow draft)	Speed is revised to 7.5 Knots, refer to Clause 5.6 of Technical Specifications.
56	Dredging Operation	Section VI, Part-2, 5	The tender doesn't specify the operation methodology for the dredging considering the usage and technical details for spuds, winches, cutter ladder, etc. Kindly elaborate on the dredging operation methodology as the design can incorporate any specific Owner's and site requirements/limitations.	Refer to Clause 7 of Technical Specifications.
57			Regarding requirement of anchor booms IWAI to clarify and revert.	Refer clause 7.4 Swinging ladder type SPCSD are to be constructed. Requirement of anchor booms has been deleted, please refer to Technical Specifications.
58	Technical	Section V, 7.5	Is a spud carrier required, this is not fully clear for us	Please refer clause 7.5 of technical specification.
59	Density meter	Section V, 9.3	Requested is a non-radioactive source for density measuring of the slurry. As this kind of equipment is still in an experimental stage, would it be allowed to deliver a radioactive density meter	Not agreed. Tender conditions prevail.
60	Delivery Time		We would request to specify the delivery time of 12 Months for the 1 st Dredger and 14 Months for the 2 nd Dredger from the date of signing of the agreement.	Refer List of Goods & delivery Schedule at Section-VII Schedule of Requirements & SCC 13.1

				1 st SPCSD is to be delivered within 14 months and 2 nd SPCSD is to be delivered within 16 Months from the date of award.
61	General Arrangement	Section VI, 4. Drawings	The GA provided is NOT legible. Kindly advise if the reference GA has to be considered just as a guidance, and the bidder designer can prepare proper GA. IF the tender GA is to be considered binding, request to provide better GA file as separate attachment for better understanding.	GA drawing is to be prepared by bidder as per their own design.
62	Propulsion Dredge Auxiliary Drive Configuration	Section VI, Part-2, 5.2, 5.6, 5.3, 7.1	The Propulsion Configuration described in the Tender may not be the optimal configuration for the Objective of the Dredger. We request if IWAI allows yards/designers to bid on the basis of any design configuration/arrangement as long as the main objective is met (Dredging depth, Production Capacity, Speed, accommodation, etc).	Refer to Technical Specifications.
63			<p>Configuration as per Tender Details:</p> <p>1. <u>1-No. Engine(min. 600kW)</u> coupled to</p> <p>a. dredge pump (1250m3/hr)</p> <p>b. Hydraulic unit(cutter motors, anchor booms, flush pp, winch, etc.)</p> <p>2. <u>2-No. Engine driven</u> (capacity TBD) FPP for propulsion</p> <p>3. <u>1-No. individual AUX engine</u> as per electrical load requirement of hydraulic and domestic load</p>	Technical Specifications have been revised and uploaded, bidder has to comply with the same.
64			<p>Proposed Configuration (Option):</p> <p>Since the propulsion and Dredging are not performed together, and keeping the main objective of Dredging at desired performance and Propulsion at desired speed, We propose to allow for the following configuration=</p> <p>1. 1-No. Engine(capacity TBD) coupled with</p>	

			<p>a. Dredge Pump (1250m³/hr)</p> <p>b. Hydraulic unit (for Propulsion)</p> <p>2. 1-No. AUX engine(capacity TBD) coupled with</p> <p>a. Hydraulic unit (Cutter motors, Anchor Booms, Flush PP, winch, etc)</p> <p>b. Alternator for domestic loads</p> <p>The propulsion shall be using hydraulic Thrusters</p> <p>The hydraulic units driven by both the engines shall power the outboard thrusters in sailing condition and the same hydraulic unit(coupled to the AUX engine) shall cater to loads(spud, cutter, winch, etc.) during the dredging operation.</p>	
65			<p>Advantages of Proposed Configuration</p> <p>The proposed configuration will have below advantages over the one mentioned in the latest tender.</p> <p>1. The 2-No. additional Engines are NOT required. The same Dredge engine can supply for Propulsion.</p> <p>2. This will save cost in procurement of 2 marine propulsion engines, gearboxes, shafting, related fittings.</p> <p>3. The absence of conventional ME driven propulsion system will save cost in terms of procurement and periodic maintenance.</p> <p>4. Better ER layout and ease of operation due to reduced machinery.</p>	
SECTION-VIII – General Conditions of Contract. – GCC				
66	Definitions	Section VII 1	<p>can a definition of “Delivery” be added, in order to clearly define a clear transfer of risk (in line with applicable Incoterm) and title (after receipt of final payment)? Furthermore the Delivery date shall be calculated from the date the first installment (upon contract signing) is received</p>	No Change, Tender Conditions prevail.

			and an acceptable letter of credit is received by Supplier (whichever is the latest)	
67	Fraud & Corruption	Section VII 3.1	can this clause be made mutual?	No Change, Tender Conditions prevail.
68	Copyright	Section VII 19.1	after “copyright” can “and any intellectual property”?	No Change, Tender Conditions prevail.
69	Sub Contracting	Section VII 21.1	Can this clause be limited to the maker’s list	No Change, Tender Conditions prevail.
70	Inspection & Tests	Section VII 26.4	Can this clause be amended to reflect that Supplier shall assist Purchaser where possible to obtain required visas, permits etc.?	No Change, Tender Conditions prevail.
71	Inspection & Tests	Section VII 26.7	Can this clause be amended to reflect that in case Purchaser fails to attend the tests or inspection, Purchaser shall be deemed to have approved the outcome of such tests or inspection? Can this clause also be amended to reflect that in case there is a dispute regarding the outcome of tests or inspections, the Classification Society will settle any dispute regarding this matter?	No Change, Tender Conditions prevail.
72	Warranty	Section VII 28.2	Can this clause be amended to reflect that improper use and normal wear and tear is excluded from Supplier’s warranty obligations?	No Change, Tender Conditions prevail.
73	Limitation of Liability	Section VII 30.1 (b)	Can the aggregated liability be amended to 10% of the Contract Price?	No Change, Tender Conditions prevail.
74	Force Majeure	Section VII 32.2	Can the definition of Force Majeure include Force Majeure with Supplier’s subcontractors?	No Change, Tender Conditions prevail.
75	Change Orders & Contract Amendments	Section VII 33.1	Can the clause be amended to reflect that Supplier will only have to execute the Change Order in case Parties have agreed on the effect on the Contract Price and the Delivery/Completion Schedule?	No Change, Tender Conditions prevail.
76	Extension of Time	Section VII 34.1	Can it be added that any delay attributable to Purchaser shall also be considered a permissible delay?	Please Refer CI 32.2 of GCC.

77	Extension of Time	Section VII 34.2	Can it be added that any delay attributable to Purchaser shall also be considered a permissible delay?	Please Refer Cl 32.2 of GCC.
78	Termination	Section VII 35	Can the clause be made mutual to the extent that Supplier may suspend or terminate in case of late payment by Purchaser?	Please refer Section IX, Clause 16.5 of GCC
79	Termination For Convenience	Section VII 35.3	Can this clause be deleted?	No Change, Tender Conditions prevail.
80	List of Goods and delivery schedule.		To guarantee the quality and as well to give time to the manufacturers to adopt to the make in India concept we request to extend the delivery time into 15 month and 17 month.	Ist SPCSD is to be delivered within 14 months and IInd SPCSD is to be delivered within 16 Months from the date of award.
81			Can both the dredgers be delivered at Kolkata (Not one at Kolkata and another at Pandu (Gauhati)).	Delivery of 02 Nos. of SPCSD of NW-1 shall be at Kolkata.
Section IX , Special Conditions Of Contract - SCC				
82			Delivery of the dredgers : contract effectiveness to be consider after completion of model test and IRS approval of basic design drawings.	Refer to Clause 1.1 (b) of SCC No change, Tender conditions prevail.
83	Settlement of Disputes	Section VIII, SCC	Are these applicable to foreign Suppliers? If so, can these be amended to reflect arbitration taking place in London?	Please Refer to Cl 10.2 (A).
84	Details of Shipping & Other Documents	Section VIII, SCC 13.1	The wording of the 20% bank guarantee shall be agreed between parties after award, depending on agreement between parties of the issuing bank; Please amend the references to the various Certificates to reflect that these will be signed by Purchaser and Supplier jointly, or in case Purchaser fails to sign, by the classification society and Supplier; Please delete any reference to Warranty certificates; Documents regarding successful test, trial and Delivery: please clarify which insurance certificate is required; Manufacturer's test report only if available.	Pl refer SCC 13.1 No Change, Tender Conditions prevail.

85	Payments	Section VIII, SCC, 16.1	<p>Please amend to reflect that the first instalment of 20% will be at contract signing.</p> <p>The bank issuing the letter of credit and the final wording of the letter of credit are to be agreed between parties after award.</p> <p>Please amend to reflect that the last instalment of 20% can be changed into: 1)10% after final test in the country of manufacturing and 2) 10% on delivery?</p>	<p>Refer to Clause 16.1 of SCC.</p> <p>Payment Terms for:-</p> <p>Stage- I : 20% on Keel Laying against Bank Guarantee.</p> <p>Stage-II : 40% Hull fabrication & erection</p> <p>Stage-III: 20% on Launching & Procurement of Major Machinery</p>
86	Clause Payment for Goods and Services Supplied within the Purchaser's Country.	SCC GCC 16.1	<p>We propose the following stages :-</p> <p>Stage- I : Keel Laying 20% against Bank Guarantee.</p> <p>Stage-II : 50% Hull fabrication & erection –20%</p> <p>Stage-III: 100% Hull fabrication & erection - 20%</p> <p>Stage-IV : Launching & Procurement of Major Machinery - 20%</p> <p>Stage-V: Delivery – 20%</p> <p>We have proposed 5 (five) stages in lieu of 4 (four) stages with all stage remaining same except the 2nd stage which is proposed to be split in 2(two) stages (i.e.20% + 20%) in lieu of 40% in one stage.</p>	<p>Stage-IV: 10% payment on successful test & trials.</p> <p>Stage–V: 10% payment on the acceptance of dredgers.</p>
87	Contract Price	GCC 13.1	<p>GCC 13.1 is for the Shipping & Other Documents.</p> <p>Query - (b) For Dredger from within India</p> <p>Stage payment at the time of Contract signing may also be incorporated.</p>	Refer to Clause 16.1 of SCC.
88			<p>IWAI has to pay the stage payments as per the commercial terms however as discussed in the pre bid meeting held on 30/11/17, 1st stage payment to be paid without any interest at the time of signing the contract.</p>	Refer to Clause 16.1 of SCC.
89			<p>Regarding payment terms : As discussed in the meeting IWAI to revert on the balance stage payments and requirements for the same.</p>	Refer to Clause 16.1 of SCC.

90	Liquidated Damages	Section VIII, SCC 27.1	Please amend the liquidated damages to 0.5% per week with a maximum of 5% for delay. Please add a grace period of two weeks. Deficiency for speed and/or draft are to be remedied by liquidated damages, which shall be deemed a genuine pre-estimate of damages for these deficiencies and not a penalty.	Refer to Clause 27.1 of SCC. No Change, Tender Conditions prevail.
91	Warranty	Section VIII, SCC 28.3	Please delete (b) and (d); (c): Period of commencement of correction of defects shall be 14 days; Please delete (f) and following paragraph;	Refer to Clause 28.3 of SCC. No Change, Tender Conditions prevail.
92	Warranty	Section VIII, SCC 28.5	Can the third paragraph be deleted?	No Change, Tender Conditions prevail.
93	Warranty	Section VIII, SCC 28.5	Period of commencement of repair or replacement shall be 14 days.	Refer to Clause 28.3 & 28.5 of SCC No Change, Tender Conditions prevail.
	GENERAL			
94	General		Can a mutual (knock for knock) indemnity clause for each Party's personnel and property and third party liability be added? Reason for this is that when Purchaser personnel is at Supplier's site or vice versa, each party shall remain liable for its own personnel in case of injury, damage etc.	Not Agreed No Change, Tender Conditions prevail.

Note to potential bidders on the revised Technical Specification of SPCSD

Note 1:

In the earlier specifications, Fuel Oil Bunker Capacity for 15 days operations of which 10 days of dredging for 12 hours and 5 days of steaming for 10 hours was taken in to account and the endurance of 15 days was specified.

However, it is to inform that there will be a separate workboat having adequate capacity for storage of fuel oil and fresh water will be deployed along with SPCSD. This boat will replenish the fuel oil and fresh water for the proposed SPCSD as and when required. Accordingly, in the revised specification the fuel oil bunker capacity for 5 days of operation of dredger but not less than 10kL is provided for. The accommodation for the crew of the SPCSD is also being provided on the workboat. These changes led to the reduction in size only (i.e. dimensions of SPCSD) making it more compact and efficient in operation of SPCSD. The procurement of workboat will be done separately.

Note 2:

In the earlier specifications of SPCSD, provision of anchor boom was envisaged. For dredger machineries and equipment, provision of dredge pump, dredge pump drive and cutter, cutter and spoil discharging arrangement through nozzle and pipelines was mentioned.

In the revised specification, the concept of swinging ladder has been incorporated. The swing width at maximum dredging depth of 6 m to be at least 12 m and swing width at maximum dredging depth in conventional mode is 30 m. Accordingly the specification provides for operation by using swinging ladder only and dredging 12 m wide during which the dredger will be at rest i.e. holding position with the help of three spuds.

Apart from the above, the dredger can be operated in conventional mode and the whole dredger will swing with the help of swing wires and anchors and therefore swing winches has also been incorporated. In conventional mode the swing width is 30 m. Hence the SPCSD has been made more versatile and capable to operate with swinging ladder alone as well as conventional mode of swinging the whole dredger along with the ladder.