

Pre-bid meeting clarifications in response to **Tender Notice No. 17 of 2015-16** “Dredging of River Jhelum from Panzinara to Khadinyar Baramulla of Kashmir valley at various spots” as discussed in the pre-bid meeting held on 09/07/2015 & approved by the Chief Engineer Kmr, Irrigation & Flood Control Department Sgr.

S. No.	NIT Requirements	Participant No.01 M/s Akash Dredging & Marine Services Hyderabad	Participant No.02 M/s GM (Dredging) Mumbai	Participant No.03 M/s Reach Dredging Ltd. (Kolkata)	Remarks/ Clarifications/ Comments / Decisions
1)	<p><b>Page No. 01 Clause 04.</b></p> <p><b>Pre Bid consultation &amp; Venue on:09/07/2015</b> in the Office of Chief Engineer Kashmir Irrigation &amp; Flood Control Department Srinagar office at Rajbagh Srinagar at <b>01:30 PM</b></p>	-----	Please delay the pre-bid meeting so that the bidders can visit the site.	-----	Rejected.
2)	<p><b>Page No. 01 Clause 05.</b></p> <p>Bid Submission end date on <b>22/07/2015</b> at <b>04:00 PM</b></p>	-----	This is a large contract lasting over 02 years & sufficient time is required for the site visit to ascertain the terrain & to carry out a careful analyse to formulate a viable & reasonable quotation, the time given for the bid is not sufficient. In view of the para 39 on Page No. 12 stating that contractor has to satisfy himself about the type of material to be dredged out. It is requested that the time for submission be extended by two weeks.	-----	Not Accepted.
3)	<p><b>Page No. 07 Clause 1.1</b></p> <p>To mobilize suitable heavy earth moving /water borne combination of machines such as a Trailer Suction Hopper Dredger (TSHD), Backhoe/Grab/Plough dredger, etc. for the specified detailed scope of work along with skilled and highly experienced work force.</p>	We request your kind attention to the Scope of work and request to kindly clarify / amend the clause as Cutter Suction Dredger of suitable capacity instead of Trailer Suction Hopper Dredger (TSHD) which is not possible/practicable to mobilize through road transport while other types of dredgers cannot pump the dredged material directly to the designated reclamation / dumping areas.	-----	Please select the exact dredging Equipment to be mobilized. The documents mentions Trailer Suction Hopper Dredger (TSHD), Backhoe/Grab/Plough dredger. Generally, cutter suction Dredger (CSD) is used for sea port dredging. The other Dredger types specified are low end technologies and is almost obsolete. We would request you to pin point the equipment type to be used for Dredging. We suggest that it should only include CUTTER SUCTION DREDGER (CSD).	The scope of work doesn't limit the use of machinery envisaged in the NIT; the agency can use any type of machine / combination of machines as per the requirement at site.

4)	<p><b>Page No. 07 Clause 1.2</b></p> <p>To mobilize requisite survey spread for carrying out the in-survey, out-survey, progress surveys etc. for monitoring and measurement of the dredging works.</p>	-----	-----	<p>Please specify the Survey Equipment to be mobilized by the Contractor.</p>	<p>Electronic total station</p>
5)	<p><b>Page No. 07 Clause 1.4</b></p> <p>Disposal of dredged material through a lead of 300 meters to 3000 mtrs Including initial and final disposal( Ref Chart at Page No.: 15 )</p>	<p>Requested to indicate the quantity to be dredged and disposal distance (from 300 – 1.00 Km; 1.00 Km – 2.00 Km &amp; 2.00 Km – 3.00 Km) for each reach enable us to compute best possible production of dredger, cost estimates and timeline of project as the production of dredger varies with pumping distance. And also helpful for us to plan requirement of additional resources like booster station / transportation by trucks. Transportation by trucks beyond 300 mts is permitted or not.</p>	-----	<p>We would like to point out that disposing dredged material up to a distance 3000 mtrs is an uphill task &amp; would involve excess cost since disposing up to a distance 3000 mtrs by pipeline is technically non-feasible. Intermediate transshipment is required for disposing upto a distance of 3000 mtrs. Please elaborate the point on detail. Else otherwise the bidder will load excess risk into cost.</p>	<p>The disposal lead shall vary from 300 to 3000 mtrs as per site requirements &amp; locations using best possible combinations. The job is on turn-key basis which itself is self-explanatory that whatever resources, requirements in terms of manpower, machinery, infrastructure, logistics &amp; other heavy earth moving machinery demanded / required by the site &amp; the terrain is to be arranged / managed by the bidders of their own.</p>
6)	<p><b>Page No. 07 Clause 3.1</b></p> <p>Registration Certificate with TIN.</p>	-----	-----	<p>Please specify which Registration Certificate is being asked for. The options are CST Registration/ VAT Registration / Central Excise registration.</p>	<p>The basic aim is to remit service tax to the concerned department for which TIN No. is needed in J&amp;K State. However CST No. can serve the purpose for qualification. The preferred bidder shall have to register temporarily in J&amp;K State or obtaining TIN No. for making transactions during payments.</p>

7)	<p align="center"><b>Page No. 07 Clause 3.2</b></p> <p>Sales Tax Clearance Certificate of the latest quarter or Sales Tax Return on Form '64' showing TIN No. therein</p>	-----	-----	<p>We are a bidder based out of West Bengal &amp; currently do not have VAT Registration in the state of Jammu &amp; Kashmir. Sales Tax Clearance Certificate (STCC) is no more issued by Rule 203, 204 &amp; 205 withdrawn w.e.f. 10/08/2006 by WB Act XVIII of 206 &amp; notification No. 1732 FT dated 18/10/2006). It is only possible to provide the latest challans or payment Receipts for payment of CST &amp; VAT. Please clarify.</p>	<p>Latest challans or payment Receipts for payment of CST &amp; VAT are accepted. However the concerned Deptt. Should certify that the Agency has cleared Sales Tax.</p>
8)	<p align="center"><b>Page No. 07 Clause 3.3</b></p> <p>Certificate of Experience of having successfully executed works of similar nature issued from any govt. /semi govt./corporation/semi govt. undertaking.</p>	<p>Request to amend the above as "The tenderer shall be registered in appropriate class with CPWD, Railways, MES, State PWD/ Irrigation Department, Port Trust, IWAI, DCI or any of the state IWT Directorate or similar organization having experience for similar works or non-registered contractors".</p> <p>As above PQ Criteria usually given in all Government Tenders (IWAI and other Port Tenders) This will also qualify more bidders and thereby offer competitive rates to I&amp; FC, J&amp;K.</p>	-----	-----	<p>The NIT clause 3.3 covers all organizations, whether govt. /semi govt./corporation, undertaking on International / National / State level and as such covers all Departments / organizations, <b>except Non-Registered contractors.</b></p>

9)	<p><b>Page No. 09 Clause 9.1</b></p> <p>The quoted prices shall be inclusive of all taxes and duties including Excise Duty, Sales Tax, VAT (on goods consigned to department), VAT on Works Contract and any other taxes/duties / levies as applicable, except Service Tax and cess there on, as applicable with respect to Contractor's scope of work. Contractor shall not be compensated for any change in taxes and duties due to wrong assessment and / or statutory variation. It shall be presumed that bidders have ascertained all applicable taxes, duties, levies etc. for the said work and quoted rates accordingly. Service tax and cess thereon (including statutory variation, if any) shall be paid, wherever service provider is liable to pay service tax, on submission of invoice(s) as per Service Tax Rule. Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s).</p>	-----	-----	<p>No other taxes &amp; duties are applicable for Dredging &amp; desiltation contractors excepting Service Tax. The Service Tax is revised upward or downward by Government of India as has likely that Service Tax Rates may be amended by the Central Government. Please clarify what will be Department's stand with respect to increase or decrease in tax rates.</p>	<p>Only those Taxes as applicable shall be deducted from respective bills after necessary verification.</p> <p>However the increase or decrease in the tax structure, if any, shall be applicable after production of necessary documents.</p>
10)	<p><b>Page No. 09 Clause 9.5</b></p> <p>Quoted rates shall also be inclusive of all costs towards carrying out any surveys, travel, site visits by the personnel, boarding, lodging, incidental expenses etc. required for scope of work</p>	<p>Request to provide latest survey charts of Dredging areas and disposal surveys enable us study before submission of our bids.</p>	-----	-----	<p>Typical cross-sections are enclosed. However the agency has to conduct survey work at his own level. The Deptt. Shall only facilitate the contractor in arranging disposal sites.</p>
11)	<p><b>Page No. 09 Clause 11</b></p> <p><b>BID VALIDITY:</b> Bid submitted by bidder shall remain valid for a minimum period of 120 days from the date of opening of un-priced bids. Bidder shall not be entitled during the said period of four months, without the consent in writing of the department, to revoke or cancel their Bid or to vary the Bid given or any term thereof.</p>	-----	-----	<p>Please clarify what is meant by UN-PRICED BIDS.</p>	<p>The un priced bid i.e. price bidding documents with prices blanked out mentioning "Quoted" or "Not Quoted" against each item.</p>
12)	<p><b>Page No. 09 Clause 12.2</b></p> <p>The bid security (interest free) for the amount indicated in 'Invitation for Bids' shall be in the form of FDR/CDR drawn on any Indian Scheduled Bank situated in Jammu and Kashmir state of India and Registered with Reserve Bank of India in favour of Chief Engineer Kmr Irrigation &amp; Flood Control or in the form of a non-revocable bank guarantee which should</p>	<p>Kindly clarify that bid validity is 120-days (4-Months) or 180-days (6-months).</p>	-----	<p>Please specify whether the bidder is allowed to submit Bid Security in the form of Non-Revocable Bank Guarantee from any Schedule Bank (Registered with RBI) from any branch anywhere in India but having branch</p>	<p>1. Please read as Validity of Bid as 120-days &amp; validity of Bid Security as 02-Months beyond bid validity.</p>

	<p>be valid for 2 months beyond validity of bid i.e. 6 (six) months beyond deadline for bid submission. Department shall not be liable to pay any bank charges, commission or interest on the amount of bid security. The EMD of non-responsive bidders who have not been short-listed for price bid opening shall be returned before price bid opening. However, EMD of unsuccessful bidders whose price bids have been opened shall be returned only after award of contract.</p>			<p>relationship in the State of Jammu &amp; Kashmir. So we are in a position to issue BG from Nationalized Bank having branches both in West Bengal &amp; Jammu &amp; Kashmir. Please clarify. Please also clarify whether Bank Guarantee issued by Cooperative Bank is acceptable by the Tendering Authority.</p>	<p>2. The bid security shall be only drawn from any Indian scheduled bank registered with Reserve Bank of India with a branch in <b>Srinagar Kashmir</b>.</p>
<p>13)</p>	<p><b>Page No. 10 &amp; 11 Clause 25.1</b> <b>BIDDERS' QUALIFICATION CRITERIA:</b> To be eligible tenderer shall provide satisfactory evidence to the department of their eligibility, capability and adequacy of resources. For this, all offers submitted shall include the following information to meet the minimum Bidders' Qualification Criteria:  <b>25.1. TECHNICAL CRITERIA:</b> <b>25.1.1.</b> Bidder should have experience of having successfully completed either of the following similar works during last 03 years ending last day of month previous to one in which bids are invited: <b>25.1.2.</b> Three similar works of quantity not less than <b>10.00 lac</b> cum or <b>25.1.3.</b> Two similar works of quantity not less than <b>7.00 lac</b> cum or <b>25.1.4.</b> One similar work of quantity not less <b>5.00 lac</b> cum <b>25.1.5.</b> Each work should have been done under single contract at single site.</p>	<p>Above seems to be given in reverse order, kindly amend the above.</p>	<p>-----</p>	<p>These seems to be typographically in this Clause. We are providing below our suggestions based on our understanding:  <b>BIDDERS' QUALIFICATION CRITERIA:</b> To be eligible tenderer shall provide satisfactory evidence to the department of their eligibility, capability and adequacy of resources. For this, all offers submitted shall include the following information to meet the minimum Bidders' Qualification Criteria: <b>25.1. TECHNICAL CRITERIA:</b> <b>25.1.1.</b> Bidder should have experience of having successfully completed either of the following similar works during last 03 years ending last day of month previous to one in which bids are invited: <b>25.1.2.</b> Three similar works of quantity not less than <b>5.00 lac (currently 10.00 Lac)</b> cum or <b>25.1.3.</b> Two similar works of quantity not less than <b>7.00 lac (currently 7.00 Lac)</b> cum or <b>25.1.4.</b> One similar work of quantity not less <b>10.00 lac (currently 5.00 Lac)</b> cum <b>25.1.5.</b> Each work should have been done under single contract at single site. In a single contract with multiple agreement at single acceptable</p>	<p>Please read clause 25.1 as; <b>25.1. TECHNICAL CRITERIA:</b> <b>25.1.1.</b> Bidder should have experience of having successfully completed either of the following similar works during last 03 years ending last day of month previous to one in which bids are invited: <b>25.1.2.</b> Three similar works of <b>minimum total</b> quantity not less than <b>10.00 lac</b> cum or <b>25.1.3.</b> Two similar works of <b>minimum total</b> quantity not less than <b>7.00 lac</b> cum or <b>25.1.4.</b> One similar work of quantity not less <b>5.00 lac</b> cum <b>25.1.5.</b> Each work should have been done by the individual or any member / s of JV under single contract at single site.  The NIT clause 3.3 covers all organizations, whether govt.</p>

				to the Tendering Authority? Please clarify. Please also clarify the definition of contract. Also clarify whether completion certificate of Private Projects is acceptable to the Tendering Authority.	/semi govt./corporation, undertaking on International / National / State level and as such covers all Departments / organizations <b>except Non-Registered contractors.</b> <b>The completion certificate of the above referred Organization shall be accepted.</b>
14)	<b>Page No. 11 Clause 25.2 FINANCIAL CRITERIA:</b> <b>25.2.1</b> The average annual turnover of the Bidder, in the preceding three financial years as on the date of Techno-Commercial bid opening, should not be less than <b>INR 30 Crore.</b>	We are of the opinion that, the Average annual turnover of 30 Cr is on higher side. Therefore, requested to reduce 10 Cr in 3 years during last 5 years ending 31 <sup>st</sup> March 2014.	-----	Generally the annual turnover criteria is fixed at 30 - 40 % of the estimated cost. The estimated cost has not been mentioned in the tender but based on experience we have arrived at a cost of around Rs.30 Crores. Hence it would not be justified to keep the turnover criteria at Rs.30 Crores. <b>Instead it should be Rs.9 Crores (approx. 30% of the estimated cost). We would request you to issue necessary Corrigendum in this aspects.</b>	Please read clause 25.2 at P.No.11, as under: <b>FINANCIAL CRITERIA:</b> <b>25.2.1.</b> The average annual turnover of the Bidder, in the preceding three financial years as on the date of Techno-Commercial bid opening, should not be less than <b>INR 20 Crore.</b>
15)	<b>Page No. 11 Clause 25.2.8</b> Tenderer should attach the proof with regard to Permanent Income Tax and Trade Tax account number	-----	-----	Please clarify what is Trade Tax account number. We have never come across such a certificate in any tender.	<b>Please read clause 25.2.8 at P.No.11, as under</b> Tenderer should attach the proof with regard to Permanent Income Tax.
16)	<b>Page No. 11 Clause 25.2.9</b> In case of a J.V./Consortium it is obligatory that all constituents of the bidder shall provide their M.O.U. and their consent in writing to establish the legality, credibility of their association. In the case of a partnership firm or consortiums, names of all partners should be disclosed and the offer shall be signed by all the partners or in the event of absence of any partner, it shall be signed on his behalf by a person holding a power of attorney, authorizing him to do so along with duly attested copy of the partnership deed should be furnished along with the offer. In the case of a limited Company/Joint venture, the names of all the Directors should be mentioned and the offer should be accompanied by a certificate certifying that the person signing the offer is empowered by a resolution of the Board of Directors to do so on behalf of the company and a certified copy of the resolution along with a copy Memorandum and Articles of Association of the company should be furnished. The Joint venture should have satisfactorily completed similar nature of work as required	-----	-----	Kindly note Joint Venture / Consortium are project specified Special Purpose Vehicle (SPV) / Special Purpose Company (SPC) formed for the purpose of bidding in a project. The Joint Venture is registered under Companies Act, 1956 once the Joint Venture / Consortium is declared as a preferred Bidder by the Employer. So the reading of: <b>The Joint Venture should have satisfactorily completed similar nature of work as required:</b> <b>It seems that this clause is illogically as Joint Venture itself cannot produce Completion Certificate in its name. The Constituent Members of the Joint Venture can produce their individual Completion Certificate.</b>	Please read clause 25.2.9 at P.No.11, as under: In case of a J.V./Consortium it is obligatory that all constituents of the bidder shall provide their M.O.U. and their consent in writing to establish the legality, credibility of their association. In the case of a partnership firm or consortiums, names of all partners should be disclosed and the offer shall be signed by all the partners or in the event of absence of any partner, it shall be signed on his behalf by a person holding a power of attorney, authorizing him to do so along with duly attested copy

				<p><b>The clause may be suitable amended or deleted through a corrigendum.</b></p>	<p>of the partnership deed should be furnished along with the offer. In the case of a limited Company/Joint venture, the names of all the Directors should be mentioned and the offer should be accompanied by a certificate certifying that the person signing the offer is empowered by a resolution of the Board of Directors to do so on behalf of the company and a certified copy of the resolution along with a copy Memorandum and Articles of Association of the company should be furnished. <b>The Member/ Members of Joint venture</b> should have satisfactorily completed similar nature of work as required.</p>
17)	<p><b>Page No. 12 Clause 33</b></p> <p><b>SITE VISIT</b></p>	-----	-----	<p>Please clarify whether we can be accompanied for site visit by Department Engineer acquainted with the site conditions. This will help the bidder in understanding the site conditions realistically.</p>	<p>Yes.</p>
18)	<p><b>Page No. 12 Clause 33.3</b></p> <p>The tenderer should visit the sites and assess by himself the availability of resources such as disposal sites, water, electricity, fuel, land for disposal and skilled/ unskilled manpower as these shall have important bearing on the cost.</p>	<p>Responsibility of providing disposal area shall be of I&amp;FC, J&amp;K and request to consider, obtaining permission from Land owner/authority shall be within the scope of I&amp;FC, J&amp;K. Idling of dredger on account of non-availability of reclamation area may please be compensated with Idle Time Charges.</p>	<p>Department should help in making disposal sites available.</p>	-----	<p>Department will only facilitate in identifying the disposal area &amp; for obtaining permission from land owners/ authority.</p> <p>No idle charges of dredger will be paid.</p>

19)	<p><b>Page No. 14 Clause 43</b></p> <p><b>CONSORTIUM / JOINT VENTURE BIDS:</b> Bids from Consortium and Joint Venture are acceptable</p>	-----	-----	<p>The Joint Venture / Consortium clause of the tender is not explicit. We suggest that the Joint Venture / Consortium clause specified by inland Waterways. We are attaching herewith the JV/ Consortium clause used by inland Waterways Authority of India, Ministry of shipping and Government of India for your ready reference &amp; marked as <b>Annexure “B”</b>.</p>	<p>Refer to reply at S.No.16 above.</p>
20)	<p><b>Page No. 16 Clause 51.</b></p> <p><b>RETURN OF EARNEST MONEY:</b> The Earnest money by the tenderer shall be refunded (except three highest tenderer). The earnest money of the successful tenderer will be refunded after successful and satisfactory completion of the contract. However in case of 2<sup>nd</sup>&amp; 3<sup>rd</sup> lowest tenderers CDR shall be released under rules as applicable in the state.</p>	<p>Kindly clarify that, the rules applicable in the J&amp;K State for releasing of EMDs of 2<sup>nd</sup> &amp; 3<sup>rd</sup> lowest tenderers</p>	-----	-----	<p>EMD of 3<sup>rd</sup> lowest tenderer shall be released after finalization of the contract &amp; that of 2<sup>nd</sup> lowest tenderer, after the 1<sup>st</sup> lowest starts the work.</p>
21)	<p><b>Page No. 16 Clause 53.</b></p> <p><b>Joint venture</b></p> <p><b>10.1</b> If the work is tendered by Joint venture,</p> <p><b>i) It shall be accompanied by MOU signed</b> by all parties to the joint venture outlining therein clear representation and the definite manner of working and the proposed administrative and financial arrangement for the management and execution of assignment as per the signed agreement.</p> <p><b>ii)</b> The authorization of lead partner shall be evident by a power of attorney signed by legally authorized signatories of all the partners</p> <p><b>iii)</b> The Executive Engineer/s shall interact with the lead partner for the entire duration of the contract including making payment and lead partner shall make all correspondence on behalf of the Joint Venture.</p> <p><b>iv)</b> The joint agreement should state that all partners shall jointly and severally be responsible for the execution of the contract.</p> <p><b>v)</b> Lead partner should be authorized to incur liability and receive instructions for and on behalf of any or all partners.</p> <p><b>vi)</b> The bid documents are to be purchased in the name of joint venture only. All financial transactions shall be from a separate account in the name of joint venture.</p> <p><b>vii)</b> The joint venture agreement shall be submitted on Standard Performa, which is a part of this tender document. (Appendix - VIII)</p>	-----	-----	<p>The clause does not specify the %age shareholding (equity in the subscribed &amp; paid to capital in the Dredged contract during the License period) of each partner of the Joint Venture / Consortium. Please clarify.</p> <p>The clause does not specify the %age shareholding of the Lead Partner of JV. Please clarify.</p> <p>The clause does not specify the maximum number of members allowed during the License Period, please clarify.</p> <p>The clause does not specify whether Foreign Bidders are allowed to participate in the Tender. Please clarify. If the same is allowed, whether the Foreign Partner can be the Lead Bidder or Indian Partner will be Lead Bidder.</p> <p>The clause does not elaborate the case where Indian Companies are interested in firming JV with reputed Foreign Companies (established Global Players of Dredging Industry) for the purpose of bidding in this tender. Please specify in details.</p>	<p>No restrictions in %age limits.</p> <p>No restrictions in %age limits.</p> <p>No restrictions on number of members of JV.</p> <p>Foreign Bidders can participate in the Tender &amp; can also be the Lead Bidder.</p> <p>Yes, they can.</p>



	<b>10.2</b> A firm/Company or joint venture will submit his/their Price bid either as individual firm/company or as joint venture. In case any firm/company submits his/their tender both as individual firm/company and as JV with other firm/company, both the offers shall be considered as invalid.				
22)	<b>Page No. 21 Clause 77.3 Arbitration</b>	-----	-----	We would request you to amend the Arbitration Clause as per <b>Arbitration &amp; Conciliation Act, 1996.</b>	<b>Arbitration shall be as per State Arbitration Act Only.</b>
23)	<b>Page No. 22 Clause 82 QUANTITY VARIATION</b> 82.1 CONTRACTOR shall not be entitled for any compensation for any decrease in quantity executed and will be paid for reduced quantity of work only at the accepted rates. 82.2 For increase in quantities for all works, the accepted variation of each individual item of the contract would be up to 25% of the quantity originally contracted. 82.3 The Contractor shall be bound to carry out the work at the agreed rates, terms & conditions and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of work, subject to the approval of Chief Engineer Kashmir Irrigation & F.C. Department Srinagar. The permissible rules of public works accounts code and book of financial powers in vogue in the State of J& K shall apply. The Engineer shall have a right to get these executed from any other agency or by his own labour, materials and resources.	In case any substantial / drastic change in reduction of quantity, due consideration shall be given for price variation.	-----	-----	There are no chances of Substantial decrease in quantity.
24)	<b>Page No. 22 Clause 84.3</b> The earth cutting proposed in river may be partly utilized for filling for the embankments in certain reaches & rest of the dredged out material has to be dumped in dumping yards / dykes & handed over to the Department in full.	Please be clarified that, dykes are constructed by department or it is contractor's scope. If it is contractor's scope, please provide the length and height of dykes enable us to compute the cost.	-----	-----	The job is on turn-key basis, which includes construction of Dykes as well, so the bidders have to consider & view all possible options while submitting their quote. Any innovative method for disposal of dredged out material, as may be found feasible, as per dumping site, can be accepted at the cost of contract.
25)	<b>Page No. 23 Clause 87 WATER SUPPLY:</b> Water for safe drinking is scarce in the project area. The contractor shall be responsible for making reliable arrangements for suitable water supply at his own cost for his workmen. However the water required for the construction is available at the site.	-----	-----	Please elaborate on this clause as to the nearest source of safe, portable water supply from site.	Would be available within 1 km.

26)	<p><b>Page No. 23 Clause 91</b>  <b>SCHEDULE OF RATES TO COVER RISKS OF DELAY:</b> The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractor's conduct of work which occur from any causes including orders of the department in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.</p>	Request to include idle time charges of dredger for the stoppages of dredging operations due to instructions of client or any other reasons which are beyond the control of contractor.	-----	-----	Normally no idle charges shall be paid. However if the work is stopped by the Department, the idle charges could be consider.
27)	<p><b>Page No. 24 Clause 94.1</b>  All measurements shall be recorded on standard measurement sheets supplied by department and submitted to department for scrutiny and passing.</p>	Request to include suitable Method of measure of quantity dredged for monthly or bimonthly billing purpose.	-----	-----	Please read The 90% of the payment corresponding of the actual work done shall be made after completion of 10% of the job as a whole subject to subsequent check & verifications duly attached with necessary documents. The clause 93.6 at P. No. 24 is accordingly amended
28)	<p><b>Page No. 25 Clause 94.7</b>  The measurement of the quantity of the dredged out material will be calculated as per the quantum of dredged out material present in the dyke. The procedure for calculation of quantum will be carried as per the cross-sections recorded in the dyke before the use of dyke &amp; after the dyke is declared as filled, again the cross-sections will be again recorded. The cross-sections of the dyke will be recorded @ <b>20 mtrs c/c</b>, however in case of any undulation in the dyke surface, the c/c spacing of the cross-section will be accordingly.</p>	Please be clarified that, quantity dredged is measured in the reclamation area or dredging area for billing.	The procedure may be clarified. Who will build the dyke?	-----	<p>Since the job is on turn-key basis, so the bidders have to consider &amp; view all possible options while submitting their quote &amp; the measurement shall be carried out physically, collectively by the Deptt. &amp; the firm, in the dumping areas.</p> <p><b>Dykes have to be built by the contractor, as the work is on turn-key basis.</b></p>
29)	<p><b>Page No. 26 Clause 104</b>  <b>VARIATION AND ADJUSTMENTS</b>  104.1 Price Variation Clause  104.2. The rates quoted by the tenderer and accepted by the department shall hold good till the completion of work and no additional claim will be admissible on account of fluctuation in market rates, tools etc.  104.3. No cognizance will be given for any sort of fluctuations in rates of any individual items for the purpose of making adjustment in payments.</p>	As this contract is long term (for 24- months), hike in fuel price is being unpredictable, request to include price variation on fuel.	-----	-----	<p>Since the job is on turn-key basis, so the bidders have to consider &amp; view all possible options while submitting their quote.</p>

30)	<p><b>Page No. 47 Clause 13.4</b> Permission for plying of machinery excavator and tippers/trucks for carrying excavated materials from site to dumping point in Srinagar city limits is not permissible. The contractor shall have to plan full arrangement for this activity only within permissible hours. No extra charges on this account shall be paid.</p>	-----	Please indicate exact dumping area.	-----	On the both sides of the River Jhelum within a lead of 03 kms.
31)	<p><b>Page No. 62 Clause 20</b> <b>Implementation of Quality Management System</b> <b>20.1</b> The Contractor shall follow and implement Quality Management System as per IS /ISO-9001-2000.</p>	-----	-----	Please clarify whether the bidder will have to get the site clarification for ISO-9001 after being declared as a preferred Bidder by the Employer.	Yes, if required during execution.
32)	<p><b>Page No. 66 Clause 36.2</b> Before the work is started, the contractor shall clear all the jungle, grass, shrubs, trees etc., to the extent needed for the works and as directed by the Engineer-in-charge. The ground has to be leveled and rolled to achieve desired level of compaction before starting the earthwork. The reference levels have to be taken at initially rolled ground level. These levels will have to be taken at site by the contractor and the Department representatives.</p>	-----	There is no mention of any earthwork or construction in the tender except in BOQ. Please give details of civil work required.	-----	The clause is needed for construction of Dykes.
33)	<p><b>Page No. 67.</b> A) Panzinara to Bonyari =162359.00 (cum) B) Sopore to Khadinyar = 915165.00 (cum).</p>	Request to provide modified BOQ.	-----	-----	Modified BOQ will be uploaded.
34)	<p><b>Page No. 67.</b> Dredging of river Jhelum in all kinds of soil like clay , silt, sand gravel, boulders, peat etc by way of mechanical means using any type of machine/combination of machines such as Traylor suction hopper dredger (TSHD), Backhoe, Grab, Plough dredger or any type of machine which may be required &amp; suitable as per the requirements of site conditions /strata of the river bed including disposal of dredged out material within lead of Avg 300mtrs to 3000mtrs using suitable carriers keeping in view environmental angle as per the directions of Engineer in charge, incl. cost of construction of dumping spots/ dykes.</p>	Kindly confirm that, whether reclamation areas need peripheral bunds to be constructed by earth borrowed from reclamation areas or is it necessary to construct dykes (Geo Textile Dykes). If dykes are required to be constructed, please provide total length and height of Bunds so as to compute its cost.	-----	-----	Since the job is on turn-key basis, so the bidders have to consider & view all possible options.
35)	-----	-----	Mobilization advance of up to 25% against bank Guarantee and at prevailing rate of interest should be available to the bidder	-----	The condition is not within the preview of NIT requirements so cannot be considered.

36)	-----	-----	-----	<p><b>Technical Queries:</b></p> <p>a) Bathymetry for the past 3 years in the form of *.DXF (or drawing files).</p> <p>b) Downfall water current speed.</p> <p>c) Water levels in the pre monsoon.</p> <p>d) Dredge disposal area details.</p> <p>e) Alignment / course of channel.</p> <p>f) Hydrology / Water studies /River Morphology.</p> <p>g) Water discharge &amp; its periodicity.</p> <p>h) Location of bandalling for last 10 years.</p> <p>i) Chain ages of shoal formation for 10 Years.</p> <p>j) Alignment / course of navigational channel for last 10 years.</p> <p>k) Month wise quantities excavated in the earlier contractors in the last 5 years which will help the bidder in estimating the projected quantities &amp; arrive at the realistic cost &amp; prepare competitive techno-commercial bid. Since this is in objective based tender &amp; not a BOQ based tender, so the contractors will trend to load maximum risk in the cost which will not happen if the Department agrees to share the information short for.</p> <p>Please provide relevant data, information, technical reports, DPR, drawing files, site survey reports, any other relevant information sufficing the queries.</p>	<p>a) Not available, additional cross-sections will be issued. However the agency has to satisfy by conducting survey work at his own level.</p> <p>b) Avg. 0.23 to 2 mtrs /Sec.</p> <p>c) Refer Chart at P.No.15 of Tender document.</p> <p>d) Within 03 kms from Bank of River on the left &amp; Right side.</p> <p>e) Site Plan is enclosed.</p> <p>f) _____.</p> <p>g) Min. &amp; Max. water depth in the River given in Chart at P.No.15 of Tender document. Discharge varies on daily basis for different reaches</p> <p>h) Not available, the agency advised to visit the site.</p> <p>i) _____.</p> <p>j) _____.</p> <p>k) _____.</p>
37)	-----	-----	-----	<p><b>The Complexity of the project &amp; difficult terrains/ site conditions require more time for tender submission, we request you to kindly extend the bid submission date &amp; time from 22/07/2015 up to 04:00 PM (Currently) To 22/08/2015 up to 04:00 PM.</b></p>	<p>Cannot be extended.</p>