

CORRIGENDUM: I

Item/ Job Description	Selection of an agency for Supply, Erection and Commissioning of Electrically Powered, Non-Propelled Cutter Suction Dredger of 500 TPH Capacity.
GeM Bid No.	GEM/2026/B/7962744, dated 27-08-2026

Sl. No.	Page No.	In place of	To read as
01	13	2.5.1.e For purposes of this RFP, Associate/Subsidiary means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate/Subsidiary"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.	2.5.1.e For purposes of this RFP, Associate/Subsidiary means, in relation to the Bidder, a body corporate (incorporated in India or outside) who controls, is controlled by, or is under the common control with such Bidder (the "Associate/Subsidiary"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
02	10	1.1 Technical Competency: The bidder must be Original Equipment Manufacturers (OEMs) or their Associate/Subsidiary (called "Bidder") of electrically driven Cutter Suction Dredgers. Associate/Subsidiary shall submit authorization letter from the OEM which shall be valid till completion. Documents required (As applicable) • The Original Equipment Manufacturer (OEM) shall submit a documentary proof towards establishing their status.	1.1 Technical Competency: The bidder must be Original Equipment Manufacturer (OEMs) of electrically driven Cutter Suction Dredgers or their Associate/Subsidiary (called "Bidder"). Associate/Subsidiary shall submit authorization letter from the OEM which shall be valid till completion. Documents required (As applicable) • The Original Equipment Manufacturer (OEM) shall submit a documentary proof towards establishing their status. • A valid authorization letter from the OEM, on the OEM's letterhead, clearly stating: (i) Name of the authorized Associate/Subsidiary. (ii) Scope of authorization (supply, erection, installation

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		- For Authorized Associate/Subsidiary of OEM: A valid authorization letter from the OEM, on the OEM's letterhead, clearly stating: (i) Name of the authorized Associate/Subsidiary. (ii) Scope of authorization (supply, commissioning, service and spare support of Cutter Suction Dredger). (iii) Validity period of the authorization. (iv) Signature, designation, and seal of an authorized signatory of the OEM.	& commissioning, service and spare support of Cutter Suction Dredger). (iii) Validity period of the authorization. (iv) Signature, designation, and seal of an authorized signatory of the OEM. OR A bidder with a Licensor Licensee agreement with an OEM of electrically driven Cutter Suction Dredgers is also eligible to participate. In such case, the original Licensor–Licensee agreement with the OEM, duly notarized, must be submitted, failing which their bid will not be considered valid. The bidder can take qualifying technical experience from the OEM for meeting the pre-qualification criteria. Documents required (As applicable) A valid agreement between the bidder and the OEM, clearly stating: (i) Name of the OEM. (ii) Scope of technical agreements (supply, erection, installation & commissioning, service and spare support of Cutter Suction Dredger). (iii) Validity period of the agreement, valid until the completion of the work. (iv) Signature, designation, and seal of the authorized signatory of the OEM. (v) Relevant Purchase Order/ Contract/ Work Order/ Document confirming execution of the work from the client to whom the work was awarded.

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03	10	1.2 The bidder or their OEM must have successfully executed at least one (1) contract for the supply, erection, and commissioning of an Electrically powered Cutter Suction Dredger (CSD) having a minimum capacity of 500 TPH, used for heavy mineral sands mining. Proof of Supply and Execution: Copy of the purchase order/ contract agreement copy executed by the Bidder to be submitted along with satisfactory performance certificate or completion certificate.	The bidder or the OEM must have successfully executed at least one (1) contract for the supply, erection, and commissioning of an Electrically powered Cutter Suction Dredger (CSD) having a minimum capacity of 500 TPH, used for dredging applications in any industry. Proof of Supply and Execution: Copy of the purchase order/ contract agreement copy executed by the Bidder to be submitted along with satisfactory performance certificate or completion certificate.
04	5	<u>Table of contents</u> Appendix-1-Pg 27	<u>Table of contents</u> Appendix:1 – Letter Comprising the Bid----Pg 27 Annex-I to Appendix-1 – Particulars of Bidder -- Pg 30
05	11	<u>2.4 Pre-Qualification Criteria</u> <u>NB:</u> 1. This is a public tender issued under domestic procurement conditions and shall not be treated as a global tender enquiry. Bidders offering products of foreign country origin may participate only through their duly authorized Indian representative / associate / subsidiary.	<u>2.4 Pre-Qualification Criteria</u> <u>NB:</u> 1. This is a public tender issued under domestic procurement conditions and shall not be treated as a global tender enquiry. Bidders offering products of foreign country origin may participate only through their duly authorized Indian associate / subsidiary company/ entity with a licensor licensee agreement with the OEM.
06	11	<u>2.4 Pre-Qualification Criteria</u> 2.4.1 In case the technical and/ or financial strength of an Associate/Subsidiary is used for qualification, the Associate/Subsidiary will be required to provide a Letter of Support to allow the use of its technical and/ or financial strength by the Bidder for the purpose of the Project and committing all necessary technical and/ or financial assistance required by the Bidder for the execution of the Project.	<u>2.4 Pre-Qualification Criteria</u> 2.4.1 In case the technical strength of an OEM is used for qualification, the Associate/Subsidiary/ entity with a licensor licensee agreement with the OEM shall submit a Letter of Support from the OEM to allow the use of its technical strength by the Bidder for the purpose of the Project and committing all necessary technical assistance required for the execution of the Project. Financial strength is mandatory for the participating bidder.
07	14	<u>2.9 Clarifications</u>	<u>2.9 Clarifications</u>

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		2.9.1 IREL shall endeavour to respond to the queries not later than fifteen (15) days prior to the Bid Due Date. The responses will be uploaded on IREL website www.irel.co.in or www.eprocure.gov.in/epublish/app or (https://gem.gov.in).	2.9.1 IREL shall endeavour to respond to the queries not later than fifteen (15) days prior to the Bid Due Date. The responses will be uploaded on IREL website www.irel.co.in or (https://gem.gov.in).
08	15	<u>2.10 Amendment of the RFP</u> 2.10.2 Any addendum issued hereunder will be in writing and shall be uploaded on IREL website www.irel.co.in or www.eprocure.gov.in/epublish/app or (https://gem.gov.in).	<u>2.10 Amendment of the RFP</u> 2.10.2 Any addendum issued hereunder will be in writing and shall be uploaded on IREL website www.irel.co.in or (https://gem.gov.in).
09	15	<u>2.11 Cost of Bid and RFP Document.</u> 2.11.3 The Bidders can also download the document from IREL website www.irel.co.in or www.eprocure.gov.in/epublish/app or (https://gem.gov.in) Portal. Bidders who download the RFP document online need not submit any amount towards the cost of RFP document along with its bid.	<u>2.11 Cost of Bid and RFP Document.</u> 2.11.3 The Bidders can also download the document from IREL website www.irel.co.in or (https://gem.gov.in) Portal. Bidders who download the RFP document online need not submit any amount towards the cost of RFP document along with its bid.
10	20	<u>3.3 Structure of the Bid</u> ii. Information supplied by a Bidder must apply to the Bidder or its Associate/Subsidiary named in the Bid and not, unless specifically requested, to other associated companies or firms; Bids comprise two Parts, namely the Techno-commercial Part and the Financial Part, and both parts must be submitted simultaneously online on: https://eprocure.gov.in/eprocure/app (website) or GeM Portal on or before 15:00 hours onand the 'Techno-commercial Part' of the bids will be publicly opened online on the same day at 15:30 hours, in the presence of the bidders' designated representatives and anyone who choose to attend. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. The electronic	<u>3.3 Structure of the Bid</u> ii. Information supplied by a Bidder must apply to the Bidder or its Associate/Subsidiary named in the Bid and not, unless specifically requested, to other associated companies or firms; Bids comprise two Parts, namely the Techno-commercial Part and the Financial Part, and both parts must be submitted online on: GeM (https://gem.gov.in) Portal on or before 15:00 hours onand the 'Techno-commercial Part' of the bids will be publicly opened online on the same day at 15:30 hours, in the presence of the bidders' designated representatives and anyone who choose to attend. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. The electronic bidding system would not allow any late submission of bids.

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		bidding system would not allow any late submission of bids.	
11	71	<u>Article 6 SECURITY DEPOSIT (SD)</u> 6.5. In case the Security Deposit is submitted in the form of Bank Guarantee (BG/e-BG), the same shall be issued from a Nationalized Bank and shall remain valid for the entire duration of the Contract including the Defect Liability Period of twelve (12) months from the date of successful completion of Performance Guarantee Test (PGT), along with an additional sixty (60) days claim period.	<u>Article 6 SECURITY DEPOSIT (SD)</u> 6.5. In case the Security Deposit is submitted in the form of Bank Guarantee (BG/e-BG), the same shall be issued from a Nationalized Bank and shall remain valid for the entire duration of the Contract including successful completion of Performance Guarantee Test (PGT), along with an additional six (6) months claim period.
12	71	<u>Article 6 SECURITY DEPOSIT (SD)</u> 6.11. The Security Deposit shall be released without any interest only after completion of the Defect Liability Period, issuance of Final Acceptance Certificate (FAC), and settlement of all claims.	<u>Article 6 SECURITY DEPOSIT (SD)</u> 6.11. The Security Deposit shall be released without any interest only after issuance of Final Acceptance Certificate (FAC), and submission of Performance Bank Guarantee.
13	104	<u>Article 29 Breach of Terms, Suspension and Termination</u> 29.7. Payment upon Termination 29.7.1 a. Remuneration pursuant Error! Reference source not found.hereof for Work satisfactorily performed prior to the date of termination;	<u>Article 29 Breach of Terms, Suspension and Termination</u> 29.7. Payment upon Termination 29.7.1 a. Remuneration pursuant to Article 20 hereof for Work satisfactorily performed prior to the date of termination.
14	85	<u>Article 18 Obligations of the Agency</u> 18.6. The Agency shall ensure that supply, erection and commissioning on the land/ space provided by IREL, within a stipulated period of three (3) months from the Date of receipt of supplies and material at the mining site, subject to the terms mentioned in clause 18.11 and Article 18 herein below;	<u>Article 18 Obligations of the Agency</u> 18.6. The Agency shall ensure that supply, erection and commissioning on the land/ space provided by IREL, subject to the terms mentioned in clause 18.11 and Article 18 herein below;
15	96	<u>Article 25 Defect Liability and warranty</u> 25.2. Remedy and rectification of Defects and deficiencies 25.2.1. Without prejudice to any of the provisions, any defect arising due to manufacturing fault, installation error, workmanship issue, or non-compliance with the Technical Specification shall be the sole	<u>Article 25 Defect Liability and warranty</u> 25.2. Remedy and rectification of Defects and deficiencies 25.2.1. Without prejudice to any of the provisions, any defect arising due to manufacturing fault, installation error, workmanship issue, or non-compliance with the Technical Specification shall be the sole responsibility of the Agency and shall be attended to without delay and rectified within 72 (seventy-two) hours

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		responsibility of the Agency and shall be attended to without delay and rectified within 24 (twenty-four) hours from the time of reporting by the Purchaser.	from the time of reporting by the Purchaser.
16	96	<u>Article 25 Defect Liability and warranty</u> <u>24.5 Warranty:</u>	<u>Article 25 Defect Liability and warranty</u> <u>25.5 Warranty:</u> Typo error being corrected: In place of 24.5 the numbering to be read as 25.5 and so on under article 25.
17	98	<u>Article 26 Indemnity</u>	<u>Article 26 Indemnity</u> Typo error being corrected: The subclause numbers to be read as 26.1, 26.2 and so on under article 26.
18	80	<u>Article 14 PERFORMANCE GUARANTEE TEST (PGT)</u> 14.2.5. Operation for a minimum of twenty-four (24) hours without abnormal vibration of pump, overheating of motor or system failure. Minimum Six (6) hours continuous operation at a stretch in a day can be considered as part of PG Test. Maximum of 2X6 hours (between 06:00 AM to 10:00 PM) continuous operation = 12 hours is allowed in a day. The PG test should be completed within a period of consecutive 7 days failing which the PG test will be repeated again as mentioned above provided the breakdown during the PG Test is attributable to the bidder. 14.2.6. All instruments used during PGT shall have valid calibration certificates. A detailed PG Test Report, including measured data and observations, shall be jointly signed by both parties. Any defects observed during PGT shall be rectified by the Agency at their own cost, and the test shall be repeated until satisfactory results are achieved for continuous operation of six (6) hours, maximum twelve (12) hours in a day.	<u>Article 14 PERFORMANCE GUARANTEE TEST (PGT)</u> 14.2.5. Operation for a minimum of twelve (12) hours without abnormal vibration of pump, overheating of motor or system failure. Minimum four (4) hours continuous operation at a stretch in a day can be considered as part of PG Test. The PG test should be completed within a period of consecutive 7 days. 14.2.6. All instruments used during PGT shall have valid calibration certificates. A detailed PG Test Report, including measured data and observations, shall be jointly signed by both parties. Any defects observed during PGT shall be rectified by the Agency at their own cost, and the test shall be repeated until satisfactory results are achieved for continuous operation of four (4) hours.
19	140	<u>3.2.7 Trial run, Commissioning and Performance Guarantee Test (PGT):</u> v) Operation for a minimum of twenty-four (24) hours without	<u>3.2.7 Trial run, Commissioning and Performance Guarantee Test (PGT):</u> v) Operation for a minimum of twelve (12) hours without abnormal vibration of

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		abnormal vibration of pump, overheating of motor or system failure. Minimum Six (6) hours continuous operation at a stretch in a day can be considered as part of PG Test. Maximum of 2X6 hours (between 06:00 AM to 10:00 PM) continuous operation = 12 hours is allowed in a day. The PG test should be completed within a period of consecutive 7 days failing which the PG test will be repeated again as mentioned above provided the breakdown during the PG Test is attributable to the bidder. vi) All instruments used during PGT shall have valid calibration certificates. A detailed PG Test Report, including measured data and observations, shall be jointly signed by both parties. Any defects observed during PGT shall be rectified by the Agency at their own cost, and the test shall be repeated until satisfactory results are achieved for continuous operation of six (6) hours, maximum twelve (12) hours in a day.	pump, overheating of motor or system failure. Minimum four (4) hours continuous operation at a stretch in a day can be considered as part of PG Test. The PG test should be completed within a period of consecutive 7 days. vi) All instruments used during PGT shall have valid calibration certificates. A detailed PG Test Report, including measured data and observations, shall be jointly signed by both parties. Any defects observed during PGT shall be rectified by the Agency at their own cost, and the test shall be repeated until satisfactory results are achieved for continuous operation of four (4) hours.
20	17	<u>2.15 Fraud and corrupt practices</u> 2.15.3 (a) (ii) save and except as permitted under sub clauseError! Reference source not found. of Clause 2.5, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of IREL in relation to any matter concerning the Project.	<u>2.15 Fraud and corrupt practices</u> 2.15.3 (a) (ii) save and except as permitted under sub 2.15.2 of Clause 2.15, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of IREL in relation to any matter concerning the Project;
21	62	<u>Article 1 Definitions</u> 1.6. "Commissioning" means operation of the Electrically powered, non-propelled Cutter Suction Dredger of 500 TPH Capacity by the Agency to a level of output as provided in Error! Reference source not found.3 (Commissioning) hereof and as specified in Terms of Reference (Appendix-10) to Agreement.	<u>Article 1 Definitions</u> 1.6. "Commissioning" means operation of the Electrically powered, non-propelled Cutter Suction Dredger of 500 TPH Capacity by the Agency to a level of output as provided in Article 13 (Commissioning) hereof and as specified in Terms of Reference (Appendix-10) to Agreement.

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22	135	<u>2.2 Operational Scope</u> 2.2.6 Surge Load Handling: The dredger shall withstand instantaneous production surges up to 1200 TPH resulting from sudden bank collapses, without mechanical damage or overloading of the pump or drive system.	<u>2.2 Operational Scope</u> 2.2.6 Surge Load Handling: The dredger shall withstand instantaneous production surges up to 600TPH resulting from sudden bank collapses, without mechanical damage or overloading of the pump or drive system.
23	146	<u>Appendix :10: Terms of Reference (TOR)</u> 1. General (a) Continuous deliveries of 500 TPH dry solids (average) and up to 1200 TPH peak-time during mining face collapse.	<u>Appendix :10: Terms of Reference (TOR)</u> 1. General (a) Continuous deliveries of 500 TPH dry solids (average) and up to 600TPH peak time during mining face collapse.
24	147	<u>Appendix :10: Terms of Reference (TOR)</u> <u>1.1 MATERIAL AND SITE CONDITIONS</u> 7. Peak short-term production: 1200TPH (dry solids).	<u>Appendix :10: Terms of Reference (TOR)</u> <u>1.1 MATERIAL AND SITE CONDITIONS</u> 7. Peak short-term production: up to 600TPH (dry solids).
25	151	<u>Appendix :10: Terms of Reference (TOR)</u> <u>2. MAIN MACHINERY SYSTEM:</u> <u>2.2 CUTTER SYSTEM:</u> Cutter Capacity: Capable of feeding average 500 TPH dry solids to the dredge pump. At the time of sudden face-collapse during dredging; cutter must withstand surge flow about 1200TPH.	<u>Appendix :10: Terms of Reference (TOR)</u> <u>2. MAIN MACHINERY SYSTEM:</u> <u>2.2 CUTTER SYSTEM:</u> Cutter Capacity: Capable of feeding average 500 TPH dry solids to the dredge pump. At the time of sudden face-collapse during dredging; cutter must withstand surge flow up to 600TPH.
26	150	<u>Appendix :10: Terms of Reference (TOR)</u> 1. <u>MAIN MACHINERY SYSTEM:</u> 1.1 <u>MAIN DREDGE PUMP:</u> Rated Capacity: Average minimum 500TPH. (Peak 1200TPH (dry solids) at the time of sudden face-collapse during dredging; pump must withstand surge flow.)	<u>Appendix :10: Terms of Reference (TOR)</u> <u>1. MAIN MACHINERY SYSTEM:</u> 1.1 <u>MAIN DREDGE PUMP:</u> Rated Capacity: Average minimum 500TPH. (Peak 600TPH of dry solids) at the time of sudden face-collapse during dredging; pump must withstand surge flow.)
27	105	Article 30: Resolution of Disputes 30.2.4. The seat of arbitration will be at IREL-OSCOM unit, Odisha and only the appropriate Court coming under High Court of Cuttack will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts.	Article 30: Resolution of Disputes 30.2.4. The arbitration shall take place at Mumbai and all legal proceedings in any manner arising there under can only be initiated in the court of law at Mumbai only within the jurisdiction of High Court of Mumbai.

.....**End of Corrigendum**.....

Pre-bid queries response

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
1.	RFP, Draft agreement Article 21	Article 21: Billing and Payment 21.1. The Agency shall raise an invoice for each of the Project Milestone completed as per master network and in accordance with Billing Schedule and shall submit the same to IREL in accordance with Clause mentioned below. 21.2. Each bill/ invoice shall state the amount billed and be accompanied with progress report for each milestone and any other supporting documents as required and finalized with IREL.	Reg payment terms, can the payment terms of 20% adv and letter of credit for rest payment be given?	The provisions as per RFP Terms & Conditions shall prevail.
2.	RFP, Draft agreement, Article 20, Clause 20.2	20.2. Time Schedule 20.2.1. The Dredger will be commissioned within twenty-four (24) months from the Effective Date. The overall time schedule for completion of the Works is given below:	Can time period at least 9 months + time for erection and test	Refer RFP - Article 20 (20.2 - Time schedule). Milestone wise time schedule to be submitted by agency, within the overall twenty-four-month period.
3.	RFP, Terms of Reference, Annexure-1, Technical Specifications.	Nil	Quotation includes cost of discharge Hose.	The cost of discharge hose from main pump till deck end is included.
4.	Appendix 10, Terms of Reference (TOR), 2. Main Particulars & Operational Scope, 2.1 Key parameters :	Cutter type - Bucket Wheel Cutter, Heavy-Duty, suited for handling abrasive BSM	Instead of regular bucket wheel cutter, can we have an equivalent cutter that provide smooth supply	The provisions as per RFP Terms & Conditions shall prevail.
5.	RFP, Terms of Reference, Annexure-1, Technical Specifications.	Nil	Depending on the market availability, is there any chance of allowing smaller modification from given specifications?	The provisions as per RFP Terms & Conditions shall prevail.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
6.	Nil	Nil	Do you have any cost estimation template for 61 cr as given in tender documents? If yes, can you pls share with us.	Not relevant
7.	RFP/Terms of Reference/ 5. Commercial & Contractual Terms/ Page No 142	5. COMMERCIAL & CONTRACTUAL TERMS: 5.1 PRICES & TENDER RATE: 5.1.1 The Bidder shall quote firm and fixed prices in Indian Rupees strictly as per the Price Schedule for delivery at the designated IREL site. Prices shall remain firm for the entire duration of the Contract, including any extension of time and no price variation, escalation or adjustment. Applicable GST shall be indicated in the Price bid as per the tender requirements.	Price is required to remain firm for the entire contract including extensions, with no price escalation. However, the project duration is 24 months, and delays/extensions may occur for reasons beyond the Agency's control. We request IREL to clarify that price firmness shall apply only for the original contractual completion period and that any extension arising due to IREL's delay, change in scope, statutory changes, Force Majeure or reasons attributable to the Purchaser shall be dealt with through suitable adjustment of price and/or reimbursement of demonstrable additional costs.	The provisions as per RFP Terms & Conditions shall prevail.
8.	RFP/Draft Agreement Article-1, Clause 1.5- Page no. 62.	1.5. "Change in Applicable law" shall mean If, after Effective Date of this Agreement, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or amended (which shall be deemed to include any change in interpretation or application the competent authorities). Such changes will not invalidate the Agreement but the impact of the changes will be settled on mutually agreed terms.	Draft Agreement recognises that changes in applicable law after Effective Date will have their impact settled mutually. We request confirmation that any increase/decrease in cost and/or time resulting from change in applicable laws, statutory levies, duties, regulations or governmental requirements after the Effective Date shall be compensated through corresponding price and schedule adjustment.	The provisions as per RFP Terms & Conditions shall prevail.
9.	RFP/ Draft Agreement Clauses 21.5-21.7- Page no. 90	21.7. Ninety five percent (95%) of the payment, towards each invoice raised, and 100% of payment of taxes and duties on submission of documentary evidence, shall be made by IREL within thirty (30) days after verification of the documents submitted by the Agency and by conducting physical inspection of the site as mentioned in the documents submitted with the invoice.	Payment is milestone-based. 5% is linked to design approval, 70% to supply at site, 10% erection, 5% commissioning and 10% PGT. Considering the substantial procurement/manufacturing expenditure to be incurred by the Agency, we request IREL to permit suitable advance payment against equivalent Advance Bank Guarantee and/or revise the milestone payment schedule to provide greater payment against engineering/procurement/manufacturing milestones prior to delivery at site.	The provisions as per RFP Terms & Conditions shall prevail.

Qu ery No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
10.	RFP / Draft Agreement Clauses 21.6- 21.6.2/21.6.3 Page no.- 90	21.6.2. Erection - Payment of ten percent (10%) of the total quoted value upon Erection and Trial run at Purchaser's site as per the detailed BOQ and approved billing schedule. 21.6.3. Commissioning - Payment of five percent (5%) of the total quoted value shall be released upon Completion of the commissioning activities duly certified by IREL.	Erection - Payment of ten percent (10%) of the total quoted value upon Erection and Trial run at Purchaser's site Considering that the testing of the supplied equipment is an integral and essential prerequisite to the subsequent commissioning activities, we request IREL to kindly consider the testing and commissioning activities under a single payment milestone. Accordingly, it is requested that the testing activity presently envisaged under Clause 21.6.2 may kindly be deleted/removed from the said milestone and the same may be suitably incorporated under Clause 21.6.3, covering the commissioning activities, for the purpose of the balance payment breakup.	The provisions as per RFP Terms & Conditions shall prevail.
11.	RFP/Draft Agreement Clause 21.7, Page no.- 90	21.7. Ninety five percent (95%) of the payment, towards each invoice raised, and 100% of payment of taxes and duties on submission of documentary evidence, shall be made by IREL within thirty (30) days after verification of the documents submitted by the Agency and by conducting physical inspection of the site as mentioned in the documents submitted with the invoice.	RFP provides payment within 30 days after verification, whereas GeM GTC provides payment within 10 days of CRAC / acceptance, unless otherwise specified in STC/ATC. Since the procurement is through GeM, kindly clarify that the payment timeline applicable under GeM GTC shall prevail and payment shall be released within 10 days of CRAC/acceptance and submission of the requisite invoice/documents. Alternatively, kindly confirm the contractual precedence of Clause 21.7.	Kindly refer ATC of NIT. The provisions as per RFP Terms & Conditions shall prevail.
12.	RFP/Draft Agreement Clause 21.10 / Article 15.4, Page no.- 82 & 90	21.10. The remaining Five percent (5%) payment for each Project Milestone (the "Retention Money") shall be made after issuance of "Final Acceptance Certificate" by IREL and submission of Performance Bank Guarantee, as per the format attached in Annexure II by the Agency in accordance with the terms and conditions mentioned in this Agreement;	5% retention is released only after FAC against a 10% PBG, thereby creating overlapping security exposure. We request that the 5% retention be released upon completion of the relevant milestone/commissioning against submission of an appropriate PBG, and that the PBG be restricted to the applicable retention amount rather than 10% of Agreement Value.	The provisions as per RFP Terms & Conditions shall prevail.
13.	RFP/Draft Agreement Clause 6.12, Page no.- 71	6.12. In case of breach of any of the terms of this Agreement, IREL, at its sole discretion and without prejudice to its other rights, may encash the entire Security Deposit without assigning any reasons to the Agency;	IREL may encash the entire Security Deposit for breach "without assigning any reasons". We request amendment so that Security Deposit may be encashed only against a specific, established contractual default after written notice to the Agency and expiry of a reasonable cure period, and only	The provisions as per RFP Terms & Conditions shall prevail.

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			to the extent of the actual admitted/determined dues.	
14	RFP/ Draft Agreement Clause 7.1.1–7.1.3, Page No.- 73	The Agency shall, for the performance of its obligations hereunder, provide to IREL, within 15 (fifteen) days of the date of receipt of Performance Guarantee Test Certificate, an irrevocable and unconditional guarantee, for an amount equal to 10% (Ten percent) of the Agreement Value, from a Nationalised Bank in the form set forth in Annexure-II (the "Performance Bank Guarantee"). The Performance Bank Guarantee shall be valid for a period of one year, i.e. until the expiry of the Defects Liability Period specified in Article 24, with an additional claim period of 6 (six) months beyond the validity of Performance Bank Guarantee.	10% PBG plus six-month claim period is prescribed, and failure to furnish it can result in encashment of Bid Security and deemed termination. We request that the PBG quantum and validity be aligned with applicable GeM/Government procurement provisions and that failure to submit the PBG, where caused by banking /administrative delays beyond the Agency's control, be subject to a reasonable cure period rather than automatic encashment/termination.	The provisions as per RFP Terms & Conditions shall prevail.
15.	RFP/Draft Agreement Clause 17.1, Page no.- 83	17.1. The Agency acknowledges that prior to the execution of this Agreement, the Agency has after a complete and careful examination made an independent evaluation of the Site conditions and all the information provided by IREL and has determined to the Agency's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Agency in the course of performance of its obligations hereunder. The Agency shall not be entitled for any compensation, or extension in time, whatsoever on account of its failure to make such examination and evaluation;	Agency is deemed to have independently assessed all site conditions and risks and is denied compensation/time extension for failure of such assessment. We request clarification that this provision shall not prejudice the Agency's entitlement to additional cost and/or extension of time for latent/unknown site conditions, inaccurate information supplied by IREL, unforeseen physical conditions, or conditions materially different from those reasonably ascertainable during site visit.	The provisions as per RFP Terms & Conditions shall prevail.

Qu ery No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
16.	RFP Clause 2.2.6, Page no.- 8	2.2.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in the Agreement or IREL's rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by IREL.	RFP gives IREL broad rights to amend/clarify scope and states that no claims arising from omissions/conflicts will be entertained. We request that any change, addition, deletion or modification to the Scope of Work after award shall be treated as a Variation / Change Order and shall be subject to mutual agreement on corresponding price and time impact before execution.	The provisions as per RFP Terms & Conditions shall prevail.
17.	RFP/Draft Agreement Format Price Bid Notes point no.(b), Pages no.- 52	b) In case certain items are missed out in the BOQ, it shall not resolve the Bidder of any of its responsibilities under the Agreement. The Bidder will be responsible to complete the entire scope of work as brought out in the RFP and Agreement without any price addition.	Missing BOQ items remain bidder's responsibility without price addition. We request clarification that the bidder shall be responsible only for items reasonably inferable from the tender documents and necessary for the defined scope. Any item arising due to an omission, ambiguity, change in requirement or additional requirement by IREL shall be treated as a variation with corresponding commercial/time adjustment.	The provisions as per RFP Terms & Conditions shall prevail.
18.	RFP/ Draft Agreement Article 22, Clause 22.3, Page no.-92	22.3. The Liquidated Damages shall be calculated at the rate of 0.5% of the quoted value per week or part thereof of delay in achieving completion of Supply, erection, supply of spares and commissioning & Performance Guarantee Test (PGT) of the Dredger within the stipulated Contract period.	LD is 0.5% per week, capped at 10% of quoted value, and is stated to be without prejudice to other remedies. We request that LD shall be the sole and exclusive remedy for delay attributable to the Agency, with the overall LD liability capped at 5% of Agreement Value, and no additional damages/recovery shall be imposed for the same delay.	The provisions as per RFP Terms & Conditions shall prevail.
19.	RFP/Draft Agreement Clause 22.2, Page no.- 92.	22.2. Liquidated Damages shall be levied where such delay is attributable to the Agency.	LD applies where delay is attributable to Agency, but the provision should expressly cover concurrent/excusable delays. Kindly clarify that LD shall not apply for delays attributable to IREL, its other contractors, delayed approvals/reviews, late site readiness, non-availability of utilities/access, statutory authorities, Force Majeure, changes in scope, or any other cause beyond the reasonable	The provisions as per RFP Terms & Conditions shall prevail.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
			control of the Agency. Corresponding EOT shall be granted.	
20.	RFP/Draft Agreement Clauses 29.3.1–29.3.2, Page no.-101	IREL may suspend the Work in whole or in part at any time by giving the Agency a notice in writing, if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the works; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Agency of such notice of suspension.	IREL can temporarily suspend work, but the clause states IREL will not pay damages/loss arising from suspension. We request that suspension for reasons not attributable to the Agency shall entitle the Agency to extension of time and reimbursement of demonstrable standby, demobilisation/remobilisation, storage, financing and other unavoidable costs arising from such suspension.	The provisions as per RFP Terms & Conditions shall prevail.
21.	RFP/ Draft Agreement Clause 28.1–28.4, Page no.-100	28.4. If the performance in whole or in part or any obligation under this Agreement is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty (60) days, IREL may at its option terminate the Agreement, without any financial repercussion on either side;	Force Majeure decision rests solely with IREL; termination after 60 days carries no financial repercussion. We request that determination of Force Majeure be made objectively and mutually, and where prolonged Force Majeure results in termination, the Agency be compensated for completed work, committed procurement, cancellation costs, demobilisation and other unavoidable costs incurred up to the termination date.	The provisions as per RFP Terms & Conditions shall prevail.
22.	RFP/ Draft Agreement Clause 29.4.2 / 29.5.1, Page no.-103	29.4.2. a. b. c. IREL Event of Default The following events shall constitute events of default by IREL ("IREL Event of Default"), unless any such IREL Event of Default has occurred as a result of Agency Event of Default or due to a Force Majeure Event: IREL is in breach of this Agreement and has failed to cure such breach within sixty (60) days of receipt of notice in that behalf from the Agency; IREL repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement; Any representation made or warranties given by IREL under this Agreement is found to be false or misleading.	Agency can terminate for IREL default but must demonstrate that all possible steps were taken to avoid termination and modalities are to be mutually decided. We request that the Agency's termination right for IREL Event of Default be made reciprocal and unambiguous, with entitlement to payment for completed work, committed costs, demobilisation expenses and reasonable termination costs.	The provisions as per RFP Terms & Conditions shall prevail.

Qu ery No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
23.	RFP/Draft Agreement Clause 29.6, Page no.- 103	29.6.1. Without prejudice to any other right or remedy which IREL may have in respect thereof under this Agreement, upon the occurrence of an Agency Event of Default, IREL shall be entitled to terminate this Agreement by issuing a Termination Notice (the "Termination Notice") to the Agency, provided that before issuing the Termination Notice, IREL shall by a notice in writing inform the Agency of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not resolved within a period of sixty (60) days from the date of the Preliminary Notice, IREL shall be entitled, to terminate this Agreement by issuing the Termination Notice. Provided further, that IREL shall be entitled to forfeit the Security Deposit;	IREL has a 60-day cure process for Agency default and can thereafter terminate and forfeit Security Deposit. We request that termination shall be resorted to only for material and persistent breach after a reasonable cure period, and Security Deposit shall be forfeited only to the extent of established contractual dues/losses and not automatically.	The provisions as per RFP Terms & Conditions shall prevail.
24.	RFP/Draft Agreement Article 24, Clauses 24.2–24.4, Page no.- 95	24.2. The Agency shall, subject to the limitation specified in Clause 24.3 below, be liable to IREL for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. 24.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Work, the Agency, with respect to damage caused to IREL's property, shall not be liable to IREL: 24.3.1. 24.3.2. for any indirect or consequential loss or damage; and for any direct loss or damage that exceeds (a) the Agreement Value set forth in this Agreement, or (b) the proceeds the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability in accordance with Article 25, whichever of (a) or (b) is higher. 24.4. This limitation of liability specified in Clause 24.3 shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Work subject, however, to a limit equal to the Agreement Value.	Liability is capped, but third-party liability remains up to Agreement Value. We request that the aggregate liability of the Agency under the Agreement, including third-party claims, indemnities and other contractual claims, be capped at the Agreement Value, with exclusion of indirect/consequential losses, loss of production, loss of profit and loss of revenue.	The provisions as per RFP Terms & Conditions shall prevail.

Qu ery No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
25.	GeM GTC Clause 18, Page 37 vs RFP Article 24, Page no.-95	24.1. The Agency's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof. 24.2. The Agency shall, subject to the limitation specified in Clause 24.3 below, be liable to IREL for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.	GeM GTC expressly provides that neither party shall be liable for special, incidental, punitive, exemplary or consequential damages and aggregate liability shall not exceed Contract Value, subject to stated exceptions. We request that the Agreement expressly incorporate the corresponding GeM GTC limitation of liability provisions and confirm that the more favourable contractual limitation shall prevail in case of inconsistency.	In case of any differences between the terms of this GeM bid and the attached RFP, the conditions mentioned in the RFP shall prevail.
26.	RFP/Draft Agreement Clause 25.1.2, Page no.- 96	25.1.2. Any components repaired or replaced during the Defect Liability Period shall carry the balance Defect Liability Period or a minimum of six (6) months warranty, whichever is higher.	Repaired/replaced components carry balance DLP or minimum 6 months, whichever is higher. We request that warranty for repaired/replaced components be limited to the balance original warranty period, or a maximum additional 6 months, whichever is applicable, rather than creating an open-ended warranty extension.	The provisions as per RFP Terms & Conditions shall prevail.
27.	RFP/Draft Agreement Clause 24.5.4, Page No.-	24.5.4 Long-Term Spare Parts Support: The Agency must provide a firm guarantee for the supply and availability of all critical and non-critical spare parts for a minimum period of 15 years from the date of final commissioning.	Agency must ensure critical and non-critical spares for 15 years. Kindly clarify that long-term spare availability shall be subject to OEM product lifecycle, technological obsolescence and commercial availability. Spare prices shall be at prevailing prices at the time of order and shall not form part of the firm contract price.	Assurance from the OEM for the spare parts availability is required for the new dredger for a period of minimum 15 years by the bidder. Long term Spares prices will be separate.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
28.	RFP/Draft Agreement Clause 16.1, page no.- 83.	16.1. Notwithstanding anything in this Agreement, IREL shall have absolute rights of the input Materials & output Products at all times and shall have ownership and title over the Dredger and the Works in progress. However, the risk and liability of the Dredger including all its components like equipment, material, structure, associated facilities and resources shall lie with the Agency till until completion of the Performance Guarantee Test (PGT) as per the satisfaction of IREL. After completion of Performance Guarantee Test (PGT), the risk and liability of the Dredger including machinery, equipment, structures, tools & tackles, spares, manuals, drawings and any other components shall be transferred by the Agency to IREL in accordance with the terms and conditions of this Agreement. 16.2. Notwithstanding anything in this Clause, the Agency shall at all times be responsible for monitoring the safety and security of its manpower, equipment, tools & tackles etc. being used for completion of Works.	Risk/liability remains with Agency until successful PGT despite IREL having ownership/title over the Dredger and Works in progress. We request that risk of loss/damage to equipment/materials for which ownership has transferred to IREL shall pass to IREL upon delivery/acceptance at site, except to the extent loss is directly attributable to Agency's negligence or breach.	The provisions as per RFP Terms & Conditions shall prevail.
29.	RFP/Draft Agreement Clause 27.1–27.5, Page no.- 99	27.1. The Agency, at its sole cost and expense, shall continue to obtain and maintain all the construction insurance policies and operational insurance policies required to be taken in respect of the Dredger or as may be necessary in accordance with the Prudent Operating Practices. The Agency shall ensure that IREL is named as an additional insured on all insurance policies with respect to third party liability insurance. Any failure by the Agency to obtain the insurance coverage or certificates of insurance as required, shall neither relieve the Agency of the insurance requirements set forth herein nor relieve or limit in any way the Agency's obligations and liabilities under any other provision of this Agreement;	Extensive insurance obligations are entirely at Agency cost. Kindly clarify the exact sum insured, deductibles, policy limits and duration for each mandatory insurance. Any additional insurance beyond the specified contractual requirement requested subsequently by IREL should be reimbursable by IREL.	The provisions as per RFP Terms & Conditions shall prevail.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
30.	RFP/Draft Agreement Clause 28.4, Page no.- 100.	28.4. If the performance in whole or in part or any obligation under this Agreement is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty (60) days, IREL may at its option terminate the Agreement, without any financial repercussion on either side;	Force Majeure exceeding 60 days can lead to termination without financial repercussion. We request that the 60-day period be extended to at least 180 days and that, in case of termination after prolonged Force Majeure, the Agency shall be paid for all work completed, materials procured, committed orders and unavoidable demobilisation/cancellation costs.	The provisions as per RFP Terms & Conditions shall prevail.
31.	RFP/Draft Agreement Article 30, Clauses 30.1–30.2, Page no.- 105.	30.2.1. All disputes and differences of any kind whatsoever arising out of or in connection with the Agreement or carrying out of the Work (whether during the course of Work or after their completion and whether before or after determination, abandonment or breach of Agreement) shall be referred to and settled by the person authorized and notified in writing by IREL who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise, within a period of 30 days from the date of receipt of such reference to them.	Dispute resolution wording provides for an arbitrator/person authorised by IREL, which may not provide sufficient neutrality. We request that arbitration be conducted by an independent and mutually appointed sole arbitrator, failing mutual agreement through an appropriate institutional/statutory appointment mechanism, and that neither Party have unilateral control over appointment.	The provisions as per RFP Terms & Conditions shall prevail.
32.	Terms of Reference (TOR), 3.2.9, Training	i) The Agency shall provide mandatory training to the Purchaser's nominated operating and maintenance personnel for the safe operation and upkeep of the Dredger, including its hull, machinery, equipment and systems, in accordance with the Technical Specification.	Can facilities of IREL OSCOM be used for the training?	Bidders can use Training facility available at OSCOM Mines. However, as per the provisions of RFP Terms & Conditions - All costs related to training, including OEM participation, facilities and materials shall be deemed to be borne by the Agency.
33.	Terms of Reference (TOR), 3.2.9 , Training	ii) Training shall be imparted by the Agency and/or respective OEM representatives during the commissioning. iii) A minimum of twelve (12) personnel nominated by the Purchaser shall be trained through both theoretical and practical sessions covering operation, preventive maintenance and safety procedures. The training schedule shall be prepared in consultation with the Purchaser well in advance.	Can Purchaser indicate requested number of days for the training?	Minimum 10 Days preferably.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
34.	Terms of Reference (TOR), 3.2.5, Site Erection	The Agency shall be responsible for the complete site erection, assembly, and installation of the Dredger and its auxiliaries at the designated IREL site. The scope shall include positioning and joining of pontoons and hull sections, mounting of ladder and cutter assemblies, and installation of dredge pump, discharge piping, hydraulic power unit, transformer, MCCs, control panels and instrumentation systems, etc necessary to render the Dredger fully operational.	Does Purchaser have crane available at site that can be used?	Successful bidder has to arrange.
35.	Terms of Reference (TOR), 5.2, Terms of payment	Payment shall be released only for actual executed quantities as per BOQ, Scope of Work, approved drawings and technical specification (Annexure-1).	Vendor requests to suggest alternative payment scheme with its submission	The provisions as per RFP Terms & Conditions shall prevail.
36.	Terms of Reference (TOR), Annexure-1, Technical Specifications: 2.5, Swing winch wire rope	Wire Rope: Minimum 18mm diameter (IWRC, rotation-resistant, Marine-grade, galvanized steel wire rope) and minimum 150m length	Is there a specific request for 18mm? Request to deviate to Vendor's standard design	These design parameters have been kept as per IREL standard requirement. The Bidder has opportunity to suggest their design with proper justification and design calculation but should not be less than 18 mm. However, the purchaser have right to decline as such request and bidder has to accept as per technical specification mentioned in TOR.
37.	Terms of Reference (TOR), Annexure-1, Technical Specifications: 2.3, Ladder angle	Ladder Length & angle Agency to arrange based on required minimum 6m - 6.5m dredging depth and a ladder angle within 25°-35°.	Is there a specific request for 25-35 degrees? Request to deviate to Vendor's standard design	The angle has been kept for Dredging of beach sand minerals from pond of 6m to 6.5m depth. The bidder can change their angle considering the proper dredging from 6m to 6.5m

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
				depth of cutting to get a better performance.
38.	Terms of Reference (TOR), Annexure-1, Technical Specifications: 2.1, Minimum spherical passage	Minimum Spherical Passage: Pump shall maintain a minimum spherical passage ≥ 190 mm to avoid clogging from gravel & organic contaminants present in heavy mineral sand mining.	Request to deviate to Vendor's standard design	The provisions as per RFP Terms & Conditions shall prevail.
39.	RFP/ Article 24: 24.3.1, Exclusion of consequential loss	24.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Work, the Agency, with respect to damage caused to IREL's property, shall not be liable to IREL:	Market practice would be an unequivocal exclusion of all consequential loss and indirect damage Clause here is only stated to pertain to "negligence or wilful misconduct on the part of the Agency ..." What does that mean? You might expect those categories to be the carve-outs to the clause, not the other way around	The provisions as per RFP Terms & Conditions shall prevail.
40.	RFP/ Article 22, Liquidated damages	22.5. The imposition of Liquidated Damages shall be without prejudice to other rights and remedies available to the Purchaser under the Contract.	Should be the sole and exclusive remedy for delays However, 22.5 states that imposition of LDs shall be "without prejudice to other rights and remedies available to Purchaser" That creates uncertainty and open-ended exposure for Supplier	The provisions as per RFP Terms & Conditions shall prevail.
41.	RFP/ Article 28, Force majeure	28.4. If the performance in whole or in part or any obligation under this Agreement is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty (60) days, IREL may at its option terminate the Agreement, without any financial repercussion on either side;	1. It is left to IREL's discretion whether Supplier's claim qualifies as Force Majeure -> that should be objective; if the circumstances meet the criteria, Supplier should have an FM claim. 2. 28.4 could be read to state that after 60 days of FM, each party can terminate the contract without any compensation for Supplier for work already performed -> that is quite onerous for termination not due to Supplier default.	RFP provisions shall prevail for payment under non-executed part.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
42.	RFP/ Article 29.2, Suspension	IREL may suspend the Work in whole or in part at any time by giving the Agency a notice in writing, if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the works; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Agency of such notice of suspension.	IREL is entitled to suspend the work at any point, without any compensation to Supplier for costs or losses incurred as a result of such suspension	The provisions as per RFP Terms & Conditions shall prevail.
43.	RFP/ Article 8, Risk purchase (step-in-right)	After award of the contract, if the tenderer fails to execute the supply as per tender or at any time repudiates the order, IREL(India)Limited have the right to forfeit the EMD and invoke the security deposit and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total quoted value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.	Very broad right for IREL to step in and have the works completed by another contractor for any failure by Supplier to "execute the supply as per tender", with all associated costs, losses and charges for the account of Supplier	The provisions as per RFP Terms & Conditions shall prevail.
44.	RFP/ Clause 2.4: Qualification of Foreign OEM's Bucket-Wheel Mining Dredger Reference	The bidder or their OEM must have successfully executed at least one (1) contract for the supply, erection, and commissioning of an Electrically powered Cutter Suction Dredger (CSD) having a minimum capacity of 500 TPH, used for heavy mineral sands mining.	Where a reputed foreign OEM has previously designed, manufactured, supplied and commissioned an electrically powered bucket-wheel dredger for heavy mineral sands mining, and the reference project substantially exceeds the required 500 TPH capacity, kindly confirm whether such experience will be considered for compliance with Clause 1.2, even if the OEM's documentation for the earlier project describes the equipment as a "mining dredge / bucket-wheel dredge" rather than specifically using the nomenclature "Cutter Suction Dredger (CSD)". The intent, as we understand, is to establish the OEM's demonstrated capability in supplying the required type of electrically powered mining dredging equipment.	The provisions as per RFP Terms & Conditions shall prevail.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
45.	RFP/ Clause 2.4: Capacity of Previous International Reference	The bidder or their OEM must have successfully executed at least one (1) contract for the supply, erection, and commissioning of an Electrically powered Cutter Suction Dredger (CSD) having a minimum capacity of 500 TPH, used for heavy mineral sands mining.	For an international heavy-mineral-sands reference where the OEM's documented production capacity is substantially higher than 500 TPH, kindly confirm whether the OEM-certified production/dry-solids capacity, supported by customer/project documentation, will be acceptable for demonstrating the 500 TPH PQ requirement. This clarification would be particularly useful where international projects may use different terminology or measurement conventions for dredging/mining capacity.	The provisions as per RFP Terms & Conditions shall prevail.
46.	Terms of Reference (TOR): Electrically Powered / Shore Power Configuration	Type of Dredger: Electrically Powered, Non-Propelled Cutter Suction Dredger (CSD) of minimum 500 TPH capacity.	Where the reference dredger is electrically powered through shore-supplied electrical power and an onboard electrical distribution/transformer system, kindly confirm that such configuration will be considered compliant with the requirement of an "Electrically Powered CSD" under Clause 1.2.	Shore supplied electrical power only. The provisions as per RFP Terms & Conditions shall prevail.
47.	Terms of Reference (TOR): Non-Propelled Bucket-Wheel Mining Dredger	Non-Propelled Cutter Suction Dredger of 500TPH capacity	Where the previous mining dredger operated as a stationary/non-self-propelled dredger within a mining pond, using spuds/anchoring arrangements and without a self-propulsion system, kindly confirm that such equipment will be considered a Non-Propelled CSD/Dredger for the purpose of establishing relevant experience.	This is Not relevant. The provisions as per RFP Terms & Conditions shall prevail.
48.	Customer/Project Documentation from Foreign OEM	The bidder or their OEM must have successfully executed at least one (1) contract for the supply, erection, and commissioning of an Electrically powered Cutter Suction Dredger (CSD) having a minimum capacity of 500 TPH, used for heavy mineral sands mining.	In cases where the foreign OEM's previous project was executed several years ago and certain original contractual documents contain commercially confidential information, kindly confirm whether an OEM-certified project reference supported by an appropriate customer-issued completion/satisfactory performance certificate, together with such portions of the PO/contract as can legally be disclosed, would be acceptable for PQ verification.	The provisions as per RFP Terms & Conditions shall prevail.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
49.	RFP/ 2.4 / Pre-Qualification criteria: Nomenclature versus Demonstrated Technical Capability		We respectfully request IREL to consider the substance and demonstrated technical capability of the reference equipment rather than nomenclature alone, provided that the reference establishes: Electrically Powered + Bucket Wheel + Heavy Mineral Sands Mining + ≥500 TPH + Successful Supply/Execution/Commissioning. This approach would enable participation of established international OEMs having proven experience in heavy mineral sands mining, even where their international project documentation uses different industry terminology for the dredging equipment.	The provisions as per RFP Terms & Conditions shall prevail.
50.	RFP/ 2.4 / Pre-Qualification criteria: Clause 1.2 – Foreign Heavy Mineral Sands Reference	Proof of Supply and Execution: Copy of the purchase order/contract agreement, copy executed by the Bidder to be submitted along with satisfactory performance certificate or completion certificate.	Kindly confirm that a completed project executed by the foreign OEM outside India shall be acceptable for meeting Clause 1.2, provided the OEM submits the prescribed documentary evidence. To clarify acceptance of proven international heavy-mineral-sands experience.	Yes. The provisions as per RFP Terms & Conditions shall prevail.
51.	RFP/ 2.4 / Pre-Qualification criteria: Foreign OEM Documents / Legalization	Proof of Supply and Execution: Copy of the purchase order/contract agreement, copy executed by the Bidder to be submitted along with satisfactory performance certificate or completion certificate.	For a foreign OEM's qualifying project, kindly confirm that PO/Contract/Work Order, Satisfactory Performance/Completion Certificate, OEM technical documentation confirming relevant capacity/configuration, and OEM Authorization Letter in favour of the Indian Bidder will be acceptable. Kindly also clarify the applicable attestation/apostille requirements. To establish a clear and uniform documentary route for foreign OEM credentials.	The provisions as per RFP Terms & Conditions shall prevail.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
52.	Terms of Reference (TOR): Bucket-Wheel Requirement	Cutter Type: Bucket Wheel Cutter, Heavy-Duty, suited for handling abrasive BSM	The technical specification requires a bucket-wheel cutter. Kindly clarify whether the qualifying experience under Clause 1.2 must necessarily be of a bucket-wheel CSD, or whether an electrically powered CSD satisfying the specified 500 TPH heavy-mineral-sands requirement is acceptable for PQ, while the OFFERED dredger itself shall comply with the bucket-wheel requirement. To clearly distinguish the PQ experience requirement from the configuration of the offered dredger.	Refer RFP Sub-clause 1.2 of clause 2.4, Pre-qualification criteria. The provisions as per RFP Terms & Conditions shall prevail.
53.	Terms of Reference (TOR): 500 TPH Dry-Solids Capacity	Intended Service Mining of Heavy mineral sands Heavy mineral sands, continuous operation for 24 hours in a day @ minimum 500 TPH Dry Solids.	The technical specification requires minimum continuous capacity of 500 TPH dry solids. Kindly clarify whether the OEM's certified rated dry-solids capacity, supported by OEM technical documentation and the relevant customer performance/completion certificate, will be acceptable for establishing reference capacity. To avoid ambiguity in comparison of international dredger capacity ratings and dry-solids capacity.	The provisions as per RFP Terms & Conditions shall prevail.
54.	Terms of Reference (TOR):Non-Propelled CSD	Type of Dredger Electrically Powered, Non-Propelled Cutter Suction Dredger (CSD) of minimum 500 TPH capacity.	Kindly clarify the precise interpretation of 'Non-Propelled' for this tender. Would a stationary/spud-mounted mining CSD operating within a dredging pond, without a self-propulsion system, be considered a non-propelled dredger? To establish an objective interpretation applicable to proven mining dredgers.	As per Terms and conditions mentioned in Annexure -1, Technical Specifications Sub-Clause 2.6 of clause 2 (Main Machinery System) and without a self-propelled mechanism. The dredge shall be manoeuvring with hydraulic operated spud and winch operation.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
55.	RFP/ Clause 2.4 /Pre-Qualification criteria :Scope of OEM Authorization	For Authorized Associate/Subsidiary of OEM: A valid authorization letter from the OEM, on the OEM's letterhead, clearly stating: (i) Name of the authorized Associate/Subsidiary. (ii) Scope of authorization (supply, commissioning, service and spare support of Cutter Suction Dredger). (iii) Validity period of the authorization. (iv) Signature, designation, and seal of an authorized signatory of the OEM.	Kindly confirm that an OEM Authorization Letter may provide for the foreign OEM's responsibility/support for engineering and technical support, supply, erection and commissioning assistance, Performance Guarantee Test support, warranty, service/maintenance and genuine spare parts. Ensures that IREL receives full technical backing of the original OEM notwithstanding absence of ownership/control relationship.	The provisions as per RFP Terms & Conditions shall prevail.
56.	RFP/Clause 2.4, NB Point 5	This project is under Lump Sum Turnkey (LSTK) basis contract involving Supply, Erection & Commissioning and involves technical competency know how, the exemption from applicability of MSME / Start up preference as per OM No.F.20/2/2014-PPD(Pt.) of DoE, Ministry of Finance dated 20.09.2016 para 3, all relaxation clause of the General Instruction for Start Up and MSE's shall not be applicable.	The Pre-Qualification Criteria clause states that since the project is on Lump Sum Turnkey (LSTK) basis involving technical competency/know-how, the exemption from applicability of MSME/Startup preference as per OM No.F.20/2/2014-PPD(Pt.) of DoE, Ministry of Finance dated 20.09.2016, para 3, applies, and "all relaxation clause of the General Instruction for Start Up and MSE's shall not be applicable." Kindly clarify the specific basis under which this LSTK, technical competency-driven procurement is treated as falling within the exemption scope of the cited OM dated 20.09.2016 and confirm whether this exclusion applies uniformly to (a) Udyam-registered Micro & Small Enterprises (MSEs) and (b) DPIIT-recognised Startups, since the exemption criteria for MSEs and Startups under the applicable procurement framework are not identical.	EMD/Bid Security exemption applicable as per GeM GTC. Turnover and Experience relaxation criteria is Not Applicable as mentioned in RFP Terms & Conditions. MSE/ MII purchase preference applicable as per GeM GTC.
57.	RFP/Clause 2.4 (NB 5) / CI 3.2.1	This project is under Lump Sum Turn Key (LSTK) basis contract involving Supply, Erection & Commissioning and involves technical competency know how, the exemption from applicability of MSME / Start up preference as per OM No.F.20/2/2014-PPD(Pt.) of DoE, Ministry of Finance dated 20.09.2016 para 3, all relaxation clause of the General Instruction for Start Up and MSE's shall not be applicable.	General Instructions ordinarily provide exemption from EMD/Bid Security for Udyam-registered MSEs under the Public Procurement Policy for MSEs (GFR Rule 170), and turnover/prior-experience relaxation under Rule 173(i) of GFR 2017 for DPIIT-recognised Startups. Kindly confirm expressly whether the ₹1 Crore EMD/Bid Security under Clause 3.2.1 is payable in full by every Bidder, including Udyam registered MSEs and DPIIT-recognised Startups, with no exemption whatsoever,	EMD/Bid Security exemption applicable as per GeM GTC. Turnover and Experience relaxation criteria is Not Applicable as mentioned in RFP Terms & Conditions. MSE/ MII purchase preference

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
			notwithstanding the general Government policy on EMD exemption for such registered entities.	applicable as per GeM GTC.
58.	RFP/Format for Price Bid, Sl.No. 8	8. Total lumpsum price with GST To be Quoted on GeM.	The Price Bid format indicates that the "Total lumpsum price with GST" is "To be Quoted on GeM," implying that final pricing is entered through GeM's own BOQ/pricing module rather than in the Appendix 7 format itself. Kindly clarify whether Appendix 7 is only an indicative/unpriced format for the Techno-commercial Bid (as referenced in Clause 3.3(o)) while the actual priced bid is to be quoted exclusively through the GeM portal's own price format, and confirm there is no discrepancy risk between the two.	The provisions as per RFP Terms & Conditions shall prevail. The Bidder has to quote total lumpsum price with GST on GeM portal only. Further, the BOQ format in GeM Excel and Appendix - 7 are same. The Bidder has to submit duly signed unpriced format for Techno-commercial bid and the priced format for Financial bid.
59.	RFP/Clause 2.4.1, Item 1.2	1.2. The bidder or their OEM must have successfully executed at least one (1) contract for the supply, erection, and commissioning of an Electrically powered Cutter Suction Dredger (CSD) having a minimum capacity of 500 TPH, used for heavy mineral sands mining.	Technical Competency requires the Bidder or its OEM to have "successfully executed at least one (1) contract for the supply, erection, and commissioning of an Electrically powered Cutter Suction Dredger (CSD) having a minimum capacity of 500 TPH, used for heavy mineral sands mining." Rule 173(i) of the General Financial Rules (GFR), 2017 empowers the procuring entity to relax the conditions of prior experience and prior turnover for Startups (whether DPIIT-recognised or registered on GeM as Startups), subject to the Startup meeting the essential quality and technical specifications prescribed in the tender. Kindly state if we can	EMD/Bid Security exemption applicable as per GeM GTC. Turnover and Experience relaxation criteria is Not Applicable as mentioned in RFP Terms & Conditions. MSE/ MII purchase preference applicable as per GeM GTC.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
			get Exemption in terms of experience this allow us to participate in the tender as well.	
60.	RFP/Clause 2.3.1 / 2.4.1	The Bidder, should be a Company registered in India under Indian Companies Act 1956 or 2013 or a Limited Liability Partnership under the Limited Liability Partnership Act of India, 2008.	Eligibility requires the Bidder to be a Company/LLP registered in India; CI 2.4.1 permits qualification either directly by the Bidder or through an OEM/Associate-Subsidiary authorisation, but the RFP does not appear to contain any provision for a Joint Venture/Consortium bid. Kindly confirm whether bidding is restricted strictly to a single legal entity (Bidder, or its Associate/Subsidiary under authorisation), with no Joint Venture/Consortium route being permitted under this RFP, unlike other comparable Government dredger tenders.	The provisions as per RFP Terms & Conditions shall prevail.
61.	RFP/Clause 2.4, Item 2.1	2.1 The bidder should have a minimum average annual turnover of INR 18.45 Crores over the last three audited financial years (FY 2023-24, FY 2024 25 and FY 2025-26.)	Minimum average annual turnover of ₹18.45 Crore is prescribed over FY 2023-24, FY 2024-25 and FY 2025-26 (the last of which will typically not yet be audited/finalised at the time of bid submission for most bidders). Since FY 2025-26 will not be complete/audited for many bidders as on the Bid Due Date, kindly confirm the acceptable alternative certification (e.g., provisional/limited-review financials, or substitution with FY 2022 23) where audited FY 2025-26 accounts are not yet available.	The provisions as per RFP Terms & Conditions shall prevail.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
62.	RFP/Clause 2.4.4	In case of any certificates, work orders, contracts, agreements, copies of permits/license/ certificate of registration, documents, declaration, issued in any country other than India are used for proof towards eligibility and/ or qualification; the same will have to be duly endorsed by the local chamber of commerce and legalized by the Indian Embassy of that country, or apostilled by the appropriate authority in the issuing country.	Documents issued outside India in support of eligibility/qualification must be endorsed by the local chamber of commerce and legalized by the Indian Embassy, or apostilled, as applicable. Kindly confirm whether this legalisation/apostille requirement must be completed and the documents submitted in this form at the bid stage itself, or whether it may be completed post-qualification but prior to contract signing.	The provisions as per RFP Terms & Conditions shall prevail.
63.	RFP/Clause 3.2.1	In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security (EMD) for INR One Crore (100 lakhs) (the "Bid Security"). The Bidder will have to provide Bid Security in the form of a bank guarantee acceptable to IREL (the format for Bank Guarantee is provided at Appendix 2) or in the form of DD/RTGS/NEFT/FDR. The validity period shall not be less than 150 (one hundred and fifty) days from the Bid Due Date, with an additional claim period of 30 (thirty) days, and may be extended as may be mutually agreed between IREL and the Bidder from time to time. The Bid Security will be issued by a Nationalised Bank, in favour of "IREL(India) Limited", payable at Matikhalo, Chatrapur, Ganjam, Odisha.	EMD/Bid Security of INR 1 Crore is required, valid for 150 days from the Bid Due Date plus an additional 30-day claim period, issued by a Nationalised Bank. Kindly confirm whether Scheduled (Private Sector) Banks are also acceptable for the Bid Security Bank Guarantee, or whether it must strictly be from a Nationalised Bank as stated.	The provisions as per RFP Terms & Conditions shall prevail.

Qu ery No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
64.	RFP/Draft Agreement/ Article 21.5 / 21.6 / 21.7 / 21.10	21.5. Engineering Drawings & Design 21.5.1. Payment of five percent (5%) of quoted value shall be released upon submission and approval of engineering drawings and design by the Classification Society. 21.6. Balance payment breakup for 95% of the quoted value 21.6.1. 21.6.2. 21.6.3. 21.6.4. Supply of Equipment - Payment of seventy percent (70%) of the total quoted value shall be released upon supply of material at purchaser's site as per detailed BOQ and approved billing schedule as certified by EIC. Erection - Payment of ten percent (10%) of the total quoted value upon Erection and Trial run at Purchaser's site as per the detailed BOQ and approved billing schedule. Commissioning - Payment of five percent (5%) of the total quoted value shall be released upon Completion of the commissioning activities duly certified by IREL. Performance Guarantee (PG) test - Balance payment of ten percent (10%) of total quoted value upon shall be released upon completion of PG test.	Clauses 21.5–21.6 provide a milestone payment breakup of 5% (Design & Engineering) + 70% (Supply) + 10% (Erection) + 5% (Commissioning) + 10% (PGT) = 100% of quoted value. Clause 21.7 separately states "95% of the payment... shall be made... within 30 days," and Clause 21.10 provides that "the remaining Five percent (5%) payment for each Project Milestone (the 'Retention Money')" shall be released only after the Final Acceptance Certificate. Kindly clarify whether the 5% retention under Clause 21.10 is to be held back from each of the milestone payments listed in Clauses 21.5–21.6 (i.e., an effective schedule of 4.75% + 66.5% + 9.5% + 4.75% + 9.5%, with 5% retained overall and released on FAC), or whether it is already embedded within the percentages stated in Clauses 21.5–21.6. Kindly provide a single, unambiguous milestone-wise payment table reflecting both the progress payment and the retention.	The provisions as per RFP Terms & Conditions shall prevail.
65.	RFP/Draft Agreement/ Article 20.2.1	As per the time schedule given by the Agency.	The Time Schedule table for Design & Engineering, Supply, Erection, Commissioning and PGT leaves the Commencement and Completion dates for each stage "as per time schedule submitted by Agency," with no RFP-prescribed maximum duration for any individual stage. Kindly confirm whether IREL will prescribe indicative maximum durations for each stage (Design & Engineering, Supply, Erection, Commissioning, PGT) within the overall 24-month period, or whether Bidders have complete freedom to propose their own stage-wise schedule, subject only to the 24-month overall completion date.	Refer RFP - Article 20 (20.2 - Time schedule). Milestone wise time schedule to be submitted by agency which shall be within the overall twenty-four month period.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
66.	RFP/Draft Agreement/ Article 22.3 / 22.4	22.3. The Liquidated Damages shall be calculated at the rate of 0.5% of the quoted value per week or part thereof of delay in achieving completion of Supply, erection, supply of spares and commissioning & Performance Guarantee Test (PGT) of the Dredger within the stipulated Contract period. 22.4. The total Liquidated Damages shall be limited to a maximum of 10% of the quoted value.	Liquidated Damages are levied at 0.5% of the quoted value per week of delay in Supply, Erection, Spares and Commissioning & PGT, capped at 10% of the quoted value. Kindly confirm whether LD is levied on the full quoted (Agreement) value for any delay, or only on the value of the specific milestone/activity that is delayed (e.g., delay only in Erection attracting LD only on the Erection-linked 10% value).	The provisions as per RFP Terms & Conditions shall prevail.
67.	RFP/Draft Agreement/ Article 22 / CI 29.4.1(c)	The Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Sub-clause 29.2.1 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as IREL may have subsequently granted in writing	LD is capped at a maximum of 10% of quoted value (approx. 20 weeks of delay). Separately, Clause 29.4.1(c) treats failure to complete Supply, Erection, Commissioning & PGT within 24 months as an Agency Event of Default, entitling IREL to terminate the Agreement. Kindly clarify the interplay between the LD cap under Article 22 and the Termination right under Article 29.4.1(c) for the same delay event — specifically, whether IREL may terminate the Agreement for delay beyond the 24-month period while simultaneously levying the full 10% LD, or whether LD is intended to be an exclusive remedy up to the point of Termination.	The provisions as per RFP Terms & Conditions shall prevail.
68.	RFP/Draft Agreement/ Article 24.5.4 / TOR CI 3.2.11	Long-Term Spare Parts Support: The Agency must provide a firm guarantee for the supply and availability of all critical and non-critical spare parts for a minimum period of 15 years from the date of final commissioning.	Clause 24.5.4 (appearing under Article 25) requires "a firm guarantee for the supply and availability of all critical and non-critical spare parts for a minimum period of 15 years from the date of final commissioning." TOR Clause 3.2.11 (Warranty, Local Service, and Spare Parts Support) does not separately mention any 15-year spares-availability requirement, referring only to the 12-month warranty and 24-hour response obligation. Kindly confirm whether the 15-year spare-parts availability guarantee under Clause 24.5.4 is a firm, mandatory contractual requirement, and if so, whether Bidders are required to submit any bid-stage undertaking, indicative spares list, or pricing basis for this long-term support commitment.	Assurance from the OEM for the spare parts availability is required for the new dredger for a period of minimum 15 years to be submitted by bidder. Spares list and prices to be submitted by the successful bidder.

Qu ery No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
69.	RFP/Draft Agreement/ Article 30.1.1 / 30.2.1 / 30.2.4	If the Agency is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to IREL, represented by the Chairman and Managing Director at the registered office, Mumbai for Arbitration, in accordance with the provisions of the Arbitration and Conciliation Act and the Rules framed there under from time to time, and for the time being in force. Such written appeals should however specify only those matters in dispute, which have been referred to such authorized person but not satisfied with the decision and the reasons leading to his dissatisfaction.	Disputes are first referred to "the person authorized and notified in writing by IREL" for a decision, with an appeal thereafter to Arbitration "by appointment of sole arbitrator as approved by CMD, IREL." Kindly confirm whether this arbitrator-appointment mechanism — where IREL's own CMD approves/effectively appoints the sole arbitrator in a dispute to which IREL itself is a party — has been reviewed in light of Section 12(5) read with the Seventh Schedule of the Arbitration and Conciliation Act, 1996 (as amended), concerning unilateral appointment of arbitrators, and whether any alternative appointment mechanism (e.g., a panel, or appointment through a neutral institution) may be adopted to avoid future challenge to the arbitral process.	The provisions as per RFP Terms & Conditions shall prevail.
70.	RFP/Draft Agreement/ Article 14.2. 4	Performance demonstration to achieve a solids throughput of minimum average 500 TPH at a slurry concentration up to 25% by weight, with a discharge distance of at least 160 meters, static head 16m, the discharge pipe line (wire inserted rubber hose) dia 381 mm (ID).	The PGT requires demonstration of "solids throughput of minimum average 500 TPH at a slurry concentration up to 25% by weight," whereas the general Operational Scope at Clause 2.2.3 states continuous duty operation at a "Solids concentration in the slurry: 20%–30% (w/w)." Kindly confirm the exact slurry solids concentration (%) at which the guaranteed 500 TPH throughput must be demonstrated during the Performance Guarantee Test, since Clause 3.2.7 caps this "up to 25%" while Clause 2.2.3 permits a wider range up to 30%.	The provisions as per RFP Terms & Conditions shall prevail.
71.	Terms of reference (TOR)/ clause 2.1 – Key Parameters	Overall Breadth (Molded): 6.5m – 7.5m (if dredge pump is placed below deck surface), 8m 12m (if dredge pump is placed above deck surface)	The Overall Breadth (Moulded) parameter is given as two alternative ranges — 6.5m–7.5m if the dredge pump is placed below deck surface, or 8m–12m if placed above deck surface. Kindly confirm whether the Bidder has complete freedom to select either dredge-pump configuration (below-deck or above-deck) and the corresponding breadth range, or whether IREL has a preferred/mandatory configuration in view of the site's pond depth and operational constraints.	As per Terms of reference, clause 2.1 Key parameters: Bidder has freedom to design the the dredge with main pump above the deck or below the deck. However, IREL preference will be below the deck as the pump can be hot started/quik started.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
72.	Terms of reference (TOR)/ clause 3.2.9(iii)	A minimum of twelve (12) personnel nominated by the Purchaser shall be trained through both theoretical and practical sessions covering operation, preventive maintenance and safety procedures. The training schedule shall be prepared in consultation with the Purchaser well in advance.	Training is required for "a minimum of twelve (12) personnel" nominated by the Purchaser, covering theoretical and practical sessions, but no minimum training duration (days/weeks) is specified. Kindly specify the minimum duration of the training programme (in days/weeks) required for the 12 nominated personnel, so that Bidders can accurately price and schedule this component.	Minimum 10 Days preferably.
73.	Terms of reference (TOR)/ clause 1.1.3 (Background)	Mining is carried out through a floating 500 tons per hour (tph) Dredge and Wet Up-gradation Plant (DWUP) and Supplementary Mining Plants (SMPs) having capacities of 150 tph. The output from DWUP is fed into a land-based Mineral Separation Plant (MSP) for producing ilmenite and associated minerals like Rutile, Zircon, Sillimanite, Garnet, RE mineral.	The Background states that mining is presently carried out through an existing floating 500 TPH Dredge and Wet Up gradation Plant (DWUP) and Supplementary Mining Plants (SMPs) of 150 TPH capacity. Kindly confirm whether the new 500 TPH Electrically Powered Cutter Suction Dredger under this RFP is intended as a replacement for, or an addition to, the existing DWUP/SMP fleet, and whether any tie-in, interface, or coordination works with the existing DWUP/SMPs fall within the Agency's scope of work or price.	The provisions as per RFP Terms & Conditions shall prevail.
74.	RFP/Section No.-3 Clause No.- 3.2.1 Page No.- 18 & 19	In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security (EMD) for INR One Crore (100 lakhs) (the "Bid Security"). The Bidder will have to provide Bid Security in the form of a bank guarantee acceptable to IREL (the format for Bank Guarantee is provided at Appendix 2) or in the form of DD/RTGS/NEFT/FDR. The validity period shall not be less than 150 (one hundred and fifty) days from the Bid Due Date, with an additional claim period of 30 (thirty) days, and may be extended as may be mutually agreed between IREL and the Bidder from time to time. The Bid Security will be issued by a Nationalised Bank, in favour of "IREL(India) Limited", payable at Matikhalo, Chatrapur, Ganjam, Odisha.	EARNEST MONEY DEPOSIT/ BID SECURITY: The Bidder will have to provide Bid Security in the form of a bank guarantee acceptable to IREL (the format for Bank Guarantee is provided at Appendix 2) or in the form of DD/RTGS/NEFT/FDR. As per Office Memorandum No. F.1/1/2022-PPD dated 02 February 2022, issued by the Ministry of Finance, Government of India, Insurance Surety Bonds are recognized as valid security instruments on par with Bank Guarantees. In view of the above, we kindly request the Authority to permit submission of Insurance Surety Bond as an acceptable mode of Bid Security/EMD.	The provisions as per RFP Terms & Conditions shall prevail.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
75.	RFP/Section No.-4 Clause No.- 4.3.3 Page No.- 23	The Selected Bidder will be required to submit the Security Deposit as mentioned in the Agreement within a period of fourteen (14) days from the receipt of LOI or at the time of signing of the Agreement, whichever is earlier. The Selected Bidder will have to keep its Bid Security valid for a period of at least thirty (30) days later than the date of submission of Security Deposit or verification of Security Deposit by IREL, whichever is later; and extend the validity of its Bid Security appropriately to meet this criteria. In case the Bid Security validity, as requested hereinabove, is not maintained by the Selected Bidder, IREL will have the right to encash the Bid Security of the Selected Bidder. In the event the Security Deposit is not received by the stipulated date, IREL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to submit the Security Deposit. During the extension of time beyond fourteen days, the successful bidder is liable to pay 10% interest on the amount of security deposit.	SECURITY DEPOSIT (SD):The successful bidder (hereinafter referred to as the "Agency") shall furnish a Security Deposit (SD) amounting to 5% of the quoted Value within 14 days from the date of issuance of Letter of Intent (LOI) / Purchase Order or at the time of signing of Agreement, whichever is earlier. Similar to our query no.1, for the performance security, we request to allow Insurance Surety Bond, as provision by Ministry of Finance as well as CVC guideline. For applicability of this financial instrument, we enclose here the more detail as Annexure-I. Further, We kindly request the Authority to extend the stipulated period for submission of the Security Deposit from 14 days to 30 days from the date of issuance of the LOI/Purchase Order. The additional time will facilitate completion of the necessary banking/insurance formalities for arranging the required security.	The provisions as per RFP Terms & Conditions shall prevail.
76.	RFP/Section No.-2 Clause No.- 2.1.1 Page No.- 8	Bidder is allowed to participate in the Bidding Process, as a single entity only in case of company Certificate of incorporation for the participating entity needs to be submitted along with Bid.	The bidder is allowed to participate in the bidding process as a single entity only. The participating entity must submit its Certificate of Incorporation along with the bid. We kindly request the Authority to permit participation through a Joint Venture (JV)/ Consortium comprising up to two (2) members. Such a provision would facilitate wider industry participation and enable bidders to combine complementary technical, manufacturing/ shipyard and project execution capabilities. This amendment definitely ensures the competitive price bid in lower side.	The provisions as per RFP Terms & Conditions shall prevail.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
77.	RFP/Section No.-2 Clause No.-2.4,1.1 Page No.-10	The bidder must be Original Equipment Manufacturers (OEMs) or their Associate/Subsidiary (called "Bidder") of electrically driven Cutter Suction Dredgers. Associate/Subsidiary shall submit authorization letter from the OEM which shall be valid till completion. (Documents required)	The bidder must be an Original Equipment manufacturer (OEM) or an Associate/ Subsidiary of an OEM of electrically driven cutter suction dredgers. The associate / subsidiary must submit authorization from the OEM until completion. An OEM must submit documentary proof establishing its OEM status. An authorized Associate/Subsidiary must submit an OEM authorization letter stating: (i) name of the authorized entity; (ii) scope covering supply, commissioning, service and spare support of the CSD; (iii) validity period; and signature, designation and seal of the OEM's authorized signatory. We kindly request the Authority to clarify the specific list of standard documents/certificates that shall be considered acceptable for establishing the status of Manufacturer an Original (OEM) Equipment or its Associate/Subsidiary for electrically driven Cutter Suction Dredgers.	The provisions as per RFP Terms & Conditions shall prevail.
78.	RFP/Section No.-2 Clause No.-2.4,1.2 Page No.-10	The bidder or their OEM must have successfully executed at least one (1) contract for the supply, erection, and commissioning of an Electrically powered Cutter Suction Dredger (CSD) having a minimum capacity of 500 TPH, used for heavy mineral sands mining.	The Bidder or its OEM must have successfully executed at least one contract for the supply, erection and commissioning of an electrically powered Cutter Suction Dredger of minimum 500 TPH capacity, used for heavy mineral sands mining. Considering that electrically operated vessels including CSD represent an emerging segment in India, we request the Authority to consider broadening the technical eligibility criteria. Kindly consider allowing bidders having proven experience in High value conventional Tugs, Survey Launches, Cutter Suction Dredgers (CSDs), or other dredgers having Gross Tonnage (GRT) of not less than 20 MT, subject to the Authority's assessment of technical capability. Such relaxation would encourage wider participation and healthy competition while ensuring optimum value for public funds.	The provisions as per RFP Terms & Conditions shall prevail.

Qu ery No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
79.	RFP/Section No.-2 Clause No.-2.4,1.2 Page No.-10	Proof of Supply and Execution: Copy of the purchase order/contract agreement, copy executed by the Bidder to be submitted along with satisfactory performance certificate or completion certificate.	The Bidder must submit a copy of the purchase order/contract agreement along with a satisfactory performance certificate or completion certificate. We kindly request the Authority to consider permitting proof of ongoing execution as an alternative to a completion certificate, particularly where the bidder has achieved at least 50% completion of hull fabrication, duly certified/approved by the Indian Register of Shipping (IRS) or any IACS-member classification society. This would enable technically capable bidders with ongoing qualifying projects to participate.	The provisions as per RFP Terms & Conditions shall prevail.
80.	RFP/Section No.-2 Clause No.-2.4,2.1 Page No.-10	The bidder should have a minimum average annual turnover of INR 18.45 Crores over the last three audited financial years (FY 2023-24, FY 2024-25 and FY 2025-26.)	The bidder must have a minimum average annual turnover of ₹18.45 crore during the last three audited financial years: FY 2023-24, FY 2024-25 and FY 2025-26. As the audited financial statements for FY 2025-26 may not be available/finalized as on the bid submission date, we kindly request the Authority to consider the average annual turnover for the three immediately preceding audited financial years, i.e., FY 2022-23, FY 2023-24 and FY 2024-25.	The provisions as per RFP Terms & Conditions shall prevail.
81.	RFP/Section No.-2 Clause No.-2.4, 2.1 Page No.-10	The bidder shall submit copies of signed and sealed audited Profit & Loss statements, along with the auditor's membership number, or Income Tax Returns/Form No. 26AS for the relevant periods, for verification.	Signed and sealed audited Profit and Loss Statements, containing the auditors membership number, or income tax returns/ Form 26 AS for the relevant periods must be submitted. In accordance with the clarification regarding the applicable financial years, we confirm that the required financial documents shall be submitted for the finalized and applicable reference financial years as stipulated by the Authority.	The provisions as per RFP Terms & Conditions shall prevail.
82.	RFP/Section No.-2 Clause No.-2.4,2.2 Page No.-10-11	The net worth of the bidder should be positive during the financial year as on 31st March 2026 (Or) as on Dec 2025 (in case calendar year accounting is followed).	The Bidder's net worth must be positive as on 31 March 2026 or as on December 2025 where calendar-year accounting followed. We kindly request the Authority to amend the net-worth evaluation cut-off date to 31 March 2025, or December 2024 for entities following calendar-year accounting, considering the availability of duly audited financial	The provisions as per RFP Terms & Conditions shall prevail.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
			statements as on the bid submission date.	
83.	RFP/ Terms of Reference/ 2.1	Main Dredge Pump: Placement & Accessibility: Pump may be installed either inside the hull or on the deck. If installed inside the hull: Full access for inspection and maintenance shall be provided, along with safe walkways, adequate lighting, and a dedicated lifting arrangement. It should be maintenance friendly. If installed on the deck: Proper guarding, safety rails, weather protection, pump priming facility, and suitable lifting provisions shall be provided to safely remove the pump and wear parts.	Main dredge pump: Kindly permit alternative submerged/ladder-mounted dredge centrifugal slurry pump; pump may be installed inside the hull or on deck. pump arrangement to provide the specified hydraulic performance and operational reliability. This would allow bidders to optimize the pump arrangement according to the dredger's overall hydraulic and mechanical configuration.	The provisions as per RFP Terms & Conditions shall prevail.
84.	RFP/ Terms of Reference/ Technical Specifications -1.1 / 2.1 / 2.2.5	Minimum Spherical Passage Pump shall maintain a minimum spherical passage ≥ 190 mm to avoid clogging from gravel & organic contaminants present in heavy mineral sand mining.	Maximum oversize: 150 mm; pump minimum spherical passage: ≥ 190 mm; cutter and pump shall allow full spherical passage of oversize. Kindly clarify whether the specified 150 mm oversize is expected to reach the dredge pump in its original form or whether reduction/breakage by the cutter is permissible. It is requested to permit a cutter/pump combination that reliably handles the specified oversize and organic obstructions while maintaining the required production and avoiding blockage. The minimum pump passage of 190 mm may be retained where technically justified, but equivalent arrangements demonstrating equal or superior anti-blockage performance may also be kindly permitted.	The provisions as per RFP Terms & Conditions shall prevail.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
85.	RFP/ Terms of Reference/ Technical Specifications -2.2	Cutter Diameter 2m– 2.4m	Bucket Wheel Cutter: Cutter diameter 2.0–2.4 m; cutter power 100–200 kW; minimum speed 18 rpm with continuous speed control. Kindly consider revising the specified bucket wheel diameter range from 2.0–2.4 m to 1.8–2.4 m. This would provide bidders with flexibility to optimize cutter performance while maintaining the specified 500 TPH continuous production and 1200 TPH surge-handling requirements.	The provisions as per RFP Terms & Conditions shall prevail.
86.	RFP/ Terms of Reference/ Technical Specifications -1.2	Overall Length (LOA) 30m– 35m	Principal particulars: overall length 30–35 m; breadth 6.5–7.5 m where pump is below deck / 8–12 m where pump is above deck. The dimensions “may vary.” Kindly consider revising the specified overall dredger length from 30–35 m to 30–40 m. The additional flexibility in overall length would facilitate optimum arrangement and integration of the dredging pump, cutter ladder, machinery, structural members, access and maintenance provisions, while ensuring compliance with the specified dredging depth, production capacity, stability and other operational requirements.	The dimensions may vary marginally subject to IACS Standards. The provisions as per RFP Terms & Conditions shall prevail.
87.	RFP/ Terms of Reference/ Technical Specifications -2.1	Minimum Wear-Life Consumable wetted parts (impeller, casing, suction liner, wear rings, throat bush, and volute wear plates etc.) shall have a minimum life of 3,600 slurry hours under BSM slurry conditions, Agency shall state guaranteed life with justification.	Minimum wear life of consumable wetted pump parts: 3,600 slurry hours under BSM slurry conditions. Kindly define the basis against which the 3,600 slurry-hour wear-life requirement is to be guaranteed and assessed, including slurry solids concentration, particle-size distribution, mineralogical characteristics, pump operating point, speed and duty cycle.	This point has been addressed under Terms of Reference (TOR), Technical specifications, Annexure-1, 1.1 (Material and site conditions). 3,600 slurry hours is kept in order to get a good quality wetted pump parts, so that it operates for approximately six months.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
88.	RFP/ Terms of Reference/ Technical Specifications -4.6	Mass Flow meter for slurry to measure the Dredge capacity (Magnetic type with PU lined)	Mass flow meter for slurry to measure dredge capacity – “Magnetic type with PU lined.” Kindly revise this requirement to permit a ‘magnetic or equivalent proven flow-measurement technology’, provided the proposed instrument achieves the required accuracy and compatibility. This would maintain the required measurement performance while allowing bidders to propose technically proven alternatives.	The provisions as per RFP Terms & Conditions shall prevail.
89.	RFP/ Clause 2.4 (PQC)/ 1.2-2.1	The bidder should have a minimum average annual turnover of INR 18.45 Crores over the last three audited financial years (FY 2023-24, FY 2024-25 and FY 2025-26.)	The prescribed financial eligibility criteria, including the stipulated average annual turnover of INR 1845 lakhs for FY 2022-23, FY 2023-24 and FY 2024-25. However, regarding the prescribed technical eligibility for executing similar EPC works, we currently lack the requisite experience. In this context, we request clarification on whether technical qualification can be established through an OEM-backed arrangement, particularly by associating (via OEM's association letter) with eligible OEMs/suppliers (either indigenous or international suppliers with equipment engineering) of the Dredger, as referred to in the NIT.	The provisions as per RFP Terms & Conditions shall prevail.
90.	RFP/ Clause 2.4 (PQC)	For Authorized Associate/Subsidiary of OEM: A valid authorization letter from the OEM, on the OEM's letterhead, clearly stating: (i) Name of the authorized Associate/Subsidiary. (ii) Scope of authorization (supply, commissioning, service and spare support of Cutter Suction Dredger). (iii) Validity period of the authorization. (iv) Signature, designation, and seal of an authorized signatory of the OEM.	We also request your guidance on whether an OEM authorization/association letter, technical collaboration, undertaking or other permissible supporting arrangement could be considered for meeting the stipulated technical eligibility requirement.	The provisions as per RFP Terms & Conditions shall prevail.
91.	RFP/ Clause 2.4 (PQC)	In case the technical strength of an Associate/Subsidiary is used for qualification, the Associate/Subsidiary will be required to provide a Letter of Support to allow the use of its technical strength by the Bidder for the purpose of the Project and committing all necessary technical assistance required by the Bidder for the execution of the Project.	We seek your considered opinion on whether the technical eligibility requirement can be met through an appropriate OEM association letter for the dredger supply, technical collaboration, or support arrangement, particularly with established OEMs, where the tender permits or recognises such OEM support.	The provisions as per RFP Terms & Conditions shall prevail.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
92.	RFP/ Clause 2.4 (PQC)	Nil	We will procure and supply the equipment strictly in accordance with the technical specifications, performance parameters, quality requirements and approved drawings/documents stipulated in the tender. Your clarification on the acceptability of such an arrangement and the required supporting documentation would be highly valuable to us in determining our eligibility and participation strategy for the tender.	The provisions as per RFP Terms & Conditions shall prevail.
93.	Scope of Work / Appendix 9 (project Details) / Appendix IO (Terms of Reference, enclosed separately) and pre-Qualification Criteria generally	Right of First Refusal (ROFR) to Indian Shipyards for Construction of the Dredger	Query 2: Right of First Refusal (ROFR) to Indian Shipyards for Construction of the Dredger Hull/Vessel: The subject procurement is for an "Electrically Powered, Non-propelled Cutter Suction Dredger" —i.e., a floating, non-propelled dredging vessel/hull — to be supplied, erected, and commissioned for IREL a Central Public Sector Enterprise, for its own departmental/operational use. We draw IREL's attention to the following Government of India policy framework governing construction of vessels for use by Central Government departments/agencies, including PSUs: a. The Union Cabinet-approved policy dated 09.12.2015 (Ministry of Shipping, now Ministry of Ports, Shipping & Waterways), under which "all government departments Or agencies including PSUs have to provide Right of First Refusal to Indian shipyards while procuring or repairing vessels meant for governmental or own use," with the stated intent that from 2025 onward only Indian shipyards would build and repair such vessels; b. The Guidelines dated 19.05.2016 issued pursuant to the above policy, entitling an Indian shipyard the right to match the evaluated lowest price offered by a foreign shipyard before any contract is placed on the foreign yard; c. The revised five-tier ROFR hierarchy notified by the Ministry on 20.09.2023, which places Indian-built, Indian-flagged and Indian-owned vessels at the	The provisions of RFP Terms & Conditions shall prevail.

Query No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
			highest order of preference; andd. The Public Procurement (Preference to Make in India) Order, 2017, under which vessel procurement below Rs. 200 crore is required to be sourced from Indian shipyards — athreshold squarely met by thc present procurement (estimated value Rs. 61.5 crore). We note that Indian shipyards — including Cochin Shipyard Limited, which laid the keel of India's largest dredger in September 2024 — possess demonstrated capability in dredger/vessel construction. Given that IREL is a Central Government PSU procuring a vessel for governmental/own use, and that the above policy contemplates exclusivity for Indian shipyards from 2025 onward, we request IREL to: i. Confirm whether the hull/pontoon/vessel-construction component of the Dredger is proposed to be built at an Indian shipyard and, if not, the basis on which the ROFR policy referred to above is not being applied to this procurement;ii. In the event any part of the Works is proposed to be sub-contracted to, or fabricated at, a facility outside India. incorporate a specific Right of First Refusal in favour of Indian shipyards in the RFP/Agreement consistent with the Cabinet decision dated 09.12.2015 and the Guidelines dated 19.052016, entitling an Indian shipyard to match the evaluated price before any foreign shipyard/fabricator is engaged for the hull/vessel; andiii. Clarify how compliance with the above policy is to be captured/certified in the Techno-Commercial Bid (e.g., under Annex-II to Appendix-I, the BOQ, or the Terms of Reference), so that bidders may respond and price accordingly.	
94.	NB point 5 to Clause 2.4 (RFP, page 11) read with the GeM Bid Detail Page	Blanket Exemption of MSE/Start-Up purchase preference — Internal Inconsistency Clause Reference:	Blanket Exemption of MSE/Start-Up purchase preference — Internal Inconsistency Clause Reference: NB point 5 records that "the exemption from applicability ot MSME / Start up preference as per OM No. F.20/2/2014-PPD(Pt.) of DoE,	EMD/Bid Security exemption applicable as per GeM GTC. Turnover and Experience relaxation

Qu ery No	RFP / GTC Reference (Clause/ Page)	Description	Bidders Query	Clarifications/ Response
	("MSE Purchase preference: Yes" — 15% price band / 25% quantity)		Ministry of Finance dated 20.09.2016 para 3, all relaxation clause of the General Instruction for Start Up and MSE's shall not be applicable." This appears to directly conflict with the GeM Bid Details, which record MSE purchase Preference as "Yes." It also sits uneasily with the Public Procurement Policy for Micro and Small Enterprises Order, 2012, which requires purchase preference to MSES to be extended unless a reasoned exemption specific to the procurement is recorded. Emerging-technology sectors such as electric CSDs are precisely where Atmanirbhar Bharat and Startup India seek to enable MSE and technology-partnered Indian manufacturers to build capability. We request IREL to (a) reconcile the conflicting positions in the RFP and the GeM Bid Document, and (b) either place on record the specific reasons for exemption for this tender, or withdraw NB point 5 and restore MSE purchase preference as recorded in the GeM Bid Details.	criteria is Not Applicable as mentioned in RFP Terms & Conditions. MSE/ MII purchase preference applicable as per GeM GTC.
95.	Clause 2.4.2 of the RFP; ATC Disclaimer item 2 Of the GeM Bid Document (prohibiting mandating of specific Brand/Make/Model/Manufacturer/ Dealer except in Single-Bid/PAC cases)	Brand/Make Neutrality in Technical Specification	Brand/Make Neutrality in Technical Specification The detailed Buyer Specification Document / Terms of Reference (Appendix 10) has been enclosed separately from the RFP made available to us, and we are accordingly unable to verify whether major components (cutter-drive motors, VFDs, dredge pumps, electrical control and automation systems, etc.) are specified by a named foreign brand/make without an "or equivalent" provision. We request IREL to confirm that the technical specification permits Indian and other internationally recognised equivalent/alternate makes for all major components, consistent with the GeM ATC Disclaimer, and to circulate the complete Terms of Reference sufficiently in advance of the Bid Due Date to enable a meaningful and complete response to this and the preceding queries.	The provisions of RFP Terms & Conditions shall prevail.