



**INLAND WATERWAYS AUTHORITY OF INDIA,  
A-13, Sector-1, NOIDA-201 301**

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**Tender for supply of manpower for Operation & Maintenance of DGPS stations for round the clock service including security to the campus in National Waterway-1 and 2.**

File no. IWAI/Hy/2(10)1/O&M/2014-15

**Sub: Minutes of pre-bid meeting -reg.**

As per the schedule, the pre-bid meeting for the subject tender was held on 13.4.2015 at 1130 hrs. The following agencies were participated in the presence of TEC members:-

<b><u>Sr.no.</u></b>	<b><u>Name of Company</u></b>
1.	M/s. Elcome Integrated System Pvt Ltd, Mumbai
2.	M/s. Nishka Security & Intelligence Services, Patna.

M/s. Halsan Brothers, Dibrugarh (Assam) has forwarded their written queries by e-mail. The details of individual bidder's queries are addressed as mentioned below:-

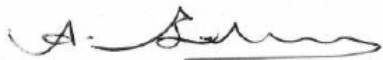
<b>Sr.#.</b>	<b>Tender reference</b>	<b>Queries</b>	<b>clarification</b>
	<u>M/s. Elcome Integrated System Pvt Ltd, Mumbai</u>		
1.	(i) Page-24, Point-2- The contract shall not be assigned or sublet the work to 3 <sup>rd</sup> party, which is strictly not permitted under this contract. Any sub contracting shall be treated as that the contractor has fail to complete the work and the work will be terminated with immediate effect with approval of Chairman, IWAI.	(i) In view of remote locations difficulties , we recommend inclusion of sub contractor	The clause is clear and stands

Sr.#.	Tender reference	Queries	clarification
	(ii) Article 5: Equal Treatment of all Bidders/ Contractors/ Subcontractors	(ii) If we are sub contracting then the subcontractor will also be liable to comply the integrity pact and all other liabilities for which contractor will be held liable by IWAI.  (iii) Bank guarantee should be furnished by sub contractor to Contractor as well towards his duties and performance.	The clause is clear and stands  The relevant clause is clear and stands.
2.	Page-16, clause 9.2(c) The rates quoted shall include cost for all essential and contingent expenditure incurred while performing their duties as mentioned in the following paragraph, which although not specifically mentioned in this contract, but are necessary for operation of the DGPS station. This shall include the cost of all required tools/tackles, plants, machinery and manpower etc. whatsoever applicable complete. Moreover, all the associated fittings, fixtures, accessories etc. are to be maintained to prevent any spoil/breakage etc.	Requested to specifically list down IWAI's requirement as an appendix to the tender document or it must be discussed in the pre-bid meeting and sorted out.	Has been discussed and clarified that the clause clear and stands.
3.	Page 47, Clause 7.(ix) The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.	There is no specific queries	No comments
4.	Page-29 , clause 15(1) <u>Definition of Force Majeure</u> "Force Majeure" means an exceptional event or circumstances	The below mentioned wordings is to be included. Lightning & any damage due to input power source surge will be also be considered as Force Majeure event.	The clause is clear and stands

Sr.#.	Tender reference	Queries	clarification
5.	Page 46, Clause 4(1)	The battery source for UPS's should be sole obligation of IWAI	The query is not relevant, as the clause pertain to manpower supply.
6.	<u>M/s. Nishka Security &amp; Intelligence Services, Patna.</u> Clause No. 2 (Cover – 5) on Page No. 11 Scanned copies of similar work orders and performance certificates / job completion certificates for each individual item for which the bid is submitted, issued by the client during the past 7 years, for evaluation of financial & technical capabilities of the bidders. Work orders and performance certificates / job completion certificates shall be in the name of bidder only, <u>clearly indicating the value of work.</u>	Requested to delete the clause	The clause is clear and cannot be deleted.
7.	Clause no. 10- Bid Opening and evaluation	Proportionate points to be given in evaluation of an agency's eligibility to the man power supplier because this NIT is not only for the supply of Technical Assistant but also for the supply of Security Guards & Attendants too.	The evaluation criteria are clear. The suitable weightage will be given to all categories of man power supply.
8.	Additional clause proposed by Bidder.	(i) Out sourcing of some portions to be allowed to successful bidders, it means a successful bidder can outsource the portion of supply of Technical Assistant & Operation & Maintenance to any other competent agency or an agency can outsource the supply of security guards & attendants to facilitate the entry of competent service providers.	Clarified vide serial no.1 and vide serial no.8 (ii).

Sr.#.	Tender reference	Queries	clarification
		(ii) Joint venture participation in the tender must be allowed.	<ul style="list-style-type: none"> <li>• The bidder has to submit documentary proof of "intent of forming JV" on Rs.100/- notorized stamp paper at the time of submission of bid , However, successful bidder is required to submit proof of registration of JV before award of work. JV format is enclosed as Appendix-I</li> <li>• The bidder should be the lead partner of JV and the financial turnover of only the lead partner would be considered for evaluation. JV with not more than two firm is allowed.</li> <li>• Bidder has to provide work award copy, work completion certificate indicating date of commencement, date of completion, value of work executed by the bidder for each works for which the bidder is claiming as work for the above experience.</li> <li>• However, <b>The responsibility of O&amp;M contract would be with the lead bidder only.</b></li> </ul>

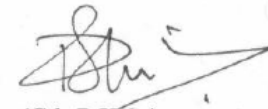
Sr #.	Tender reference	Queries	clarification
9.	<p>M/s. Halsan Brothers, Dibrugarh (Assam)</p> <p>Page -15 ,clause no. 9.1 O (ii) For the services of security guards, the tenderer shall be registered with the State Authorities under PSAR Act 2005.</p>	<p>(i) Requested to replace the word security guard with Chaukidar.</p> <p>(ii) By taking insurance coverage of life and property of IWAI establishment from any nationalised General insurance company to DGPS to protect from unforeseen incidents strike , riots ,civil commotions, fire, flood, earth quake ,theft, burglary and public legal liability etc.</p> <p>(iii) By way of separate tender exclusively for service of security guards in which only the agency were allowed to participate in Tender those agencies are registered under PSAR Act 2005.</p>	<p>The firm may go for Joint Venture as per item 8(ii) with any other firm which is registered with State Government under PSAR Act 2005.</p>



(A.Selvakumar)  
Assistant Hydrographic Surveyor



(A.K.Gupta)  
Chief Account Officer (i/c)



(Cdr.P.K.Srivastava)  
Hydrographic Chief

**Joint Bidding Agreement**

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

**AMONGST**

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND,PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

**WHEREAS,**

- (A) Inland Waterways Authority of India (the “**Authority**”), has invited Proposals (the “**Proposals**”) by its Request for Proposal dated ..... (The “**TENDER Document**”) for “**supply of manpower for operation and maintenance of DGPS stations in NW-1 and NW-2**” (the “**Project(s)**”) through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the TENDER document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the TENDER document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the TENDER.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 1956, as the O&M Contractor; in whose subscribed and paid up capital, the Preferred Bidder shall collectively hold 100% equity during the License Period.

#### **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Operation and Maintenance of DGPS stations Contract when all the obligations shall become effective;

(b) Party of the Second Part shall be \_\_\_\_\_

#### **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the Operation and Maintenance of DGPS stations Contract, till such time as prescribed in accordance with the Operation and Maintenance of DGPS stations Contract.

#### **6. Shareholding**

6.1 The Lead Member of such Preferred Bidder consortium shall at all time during the License Period hold equity equivalent to at least 51% of the subscribed and paid up capital of the Operation and Maintenance of DGPS stations Contractor. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold at least 26% equity in the subscribed and paid up capital Operation and Maintenance of DGPS stations Contractor during the License Period; Provided however that Authority may in its sole and absolute discretion permit a consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the Operation and Maintenance of DGPS stations Contractor.

6.2 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Operation and Maintenance of DGPS stations Contract.

#### **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Authority to enter into this Agreement;

- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the Operation and Maintenance of DGPS stations Contract is achieved under and in accordance with the Operation and Maintenance of DGPS stations Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Proposal Security by the Authority to the Bidder, as the case may be.

## **9. Miscellaneous**

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.



9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority .

**IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of For and on behalf of the LEAD MEMBER**

(Signature)

(Name)

(Designation)

(Address)

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of For and on behalf of SECOND PART**

(Signature)

(Name)

(Designation)

(Address)

**SIGNED, SEALED AND DELIVERED**

**For and on behalf of For and on behalf of THIRD PART**

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1) \_\_\_\_\_

2) \_\_\_\_\_

*Notes:*

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this*

*Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member.*

- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*



