

**Name of work: Operation & Maintenance of DGPS stations for round the clock service including CAMC  
Tender No.No. IWAI/Hy/2(10)2/CAMC/2016-17**

Minutes of pre-bid meeting held on 02.05.2016 at 1200 Hours

Sr. No.	Tender Reference	As per tender	Clarification required	IWAI Comments
1	M/s.EIPL,Mumbai 2. Instructions to the Tenderer Sr.9.1 Technical Bid para (l) at Pg. 14	It mentions that 5% hike would be considered during extension of contract for further 2 years	In case of changes in labour laws during the contract, same shall be intimated & price hike would be requested.	Clause is clear and stands.
2.	2. Instructions to the Tenderer Sr.9.1 Technical Bid para (m) at Pg. 14	AMC of Varanasi station not included	Varanasi installation was delayed by more than 3-4 years due to land acquisition problem from IWAI end. Although I&C of equipment at Varanasi is complete, this station is neither warranty nor under CAMC. CAMC for Varanasi station may be considered.	Bidders are required to quote as per BOQ..RFP shall prevail.
3.	2. Instructions to the Tenderer Sr.9.2 Financial Bid para (c) at Pg. 16	Full para	Scope of work as indicated in BoQ would be undertaken. Additional items as mentioned at Annexure-2 Sr. no. 6,7 & 8 and not our supply to be deleted from the tender	Annexure 2, Item 6, 7 & 8 is not included in the BOQ. Clause is clear and stands.

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4.	4. General Conditions of Contract Sr. 1 Para (ii) at Pg. 24	Tenderers are advised to inspect & examine the site & surroundings before submitting the tender.	Only operational systems shall be taken under AMC.	Successful contractor shall take over the system in operational condition from existing contractor.
5.	4. General Conditions of Contract Sr. 9.1 & 9.2 Security Deposit at Pg. 28		Security Deposit of 5% & additional Performance BG of 5% to be submitted on award of contract. Normally only BG of 5% of contract value is provided to customer. Same may be considered.	Clause is clear and stands.
6.	4. General Conditions of Contract - Sr. 15 Force Majeure at Pg. 31		Damage due to Lightning & Voltage surges to be included in Force Majeure.	Clause is clear and stands.
7.	5. Special Terms and Conditions of Contract Sr. 3 Schedule of Work para (ix) at Pg. 38	The contractor engineer shall visit the sites, every month, for checking the health of the system and for carrying out the preventative maintenance.	Due to locations being far flung & remote, considerable time would be required to cover both the regions, hence one Asst. Engineer each for NWT & NW2 would be required.	Clause is clear and stands.
8.	Annexure 2, Sr. 2.9, Sr.1. Whip Antenna at Pg. 59	Servicing of Whip antenna	It is not serviceable and it may get damaged either physically or due to lightning, hence whip antenna to be excluded from CAMC.	As per OEMs manual
9.	Commercial Bid i.e. BoQ	Leave reserve operators -15	As per Labour laws, any operator	Clause is clear. Item 1.03 & 1.07

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	Sr. 1.03 & 1.07	days/annum in NW1 & NW2 :15 days/ operator x 03 operators x 04 stations	employed above 240 days have to provided leaves as per law. Hence, it is requested that one additional operator for each station to be included in the BoQ.	makes provision for 180 mandays for each waterways for catering to leave reserves.
10.	Commercial Bid i.e. BoQ	Service Tax on CAMC charges	On CAMC, taxes applicable are: (i) Service Tax on 70% AMC value (ii) VAT/CST on 60% AMC value.	Shall be as per Section 66 E of Finance Act, 1994, as amended
11.	10. Manpower specific requirements Sr. 4 at Pg. 50	Site-in-charge shall ensure diligent implementation of SOP displayed in the DGPS room.	Scope of work in the SOP dated 28 Apr' 16 includes additional work as per Annexure-I which is not included in the BoQ & is subject to extra cost.	Works included are part of duties of operators/attendant. However any visible expenditure, not the part of wages/CAMC, shall be reimbursed. Attendant is required to stay in the station premises during working hours.
B	<u>M/s.Vimom Developers &amp; Communications Pvt Ltd, Guwahati</u>			
1	Under serial no 7, Page no 9 : Earnest Money Deposit (EMD)		The EMD of Rs 3.9 lakhs (Rupees Three Lakhs Ninety Only) is for NW 1 & NW 2. It should be dividing into two parts so the maximum bidders can participate.	Clause stands. RFP shall prevail.
2	Page 25, Clause-2	it is provided that the contractor shall not be assigned or sublet the work to 3rd party, which is strictly not permitted. Thus, the	Thus, by inserting a condition where by subletting is not permitted, contractors, who are carrying on the work to satisfaction of all concerned,	The subletting can be permitted, on merit, after obtaining approval from the IWAI. Amendment to tender


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3	Page-4/NIT	contractor / bidder has no right to sublet the contract. However, presently, subletting of manpower for the work "Operation and Maintenance of DGPS Stations" located in NW-2 (Dhubri, Jogighoppa, Silghat, and Dibrugarh Assam) is permitted. Also in other parts of the country, particularly Patna, Bihar for the same kind of work, i.e, for operation and maintenance of 3 DGPS stations in NW-1 (Ganga) NIT was issued with provision for joint bidding	without any complaint from the authority, would be barred from further performing the work. As such, there may inserted in the Tender Notice, provisions for joint bidding, either in the form of consortium or otherwise	clause is at Annexure. 1.  Required security will be deployed by the field Directors for the DGPS stations.
4	Under serial no 11, Page no 55 : Commercial Bid	In the NIT nothing has been mentioned about Watchman, whereas it is very much necessary in the stations and it should be from the same company/contractor for smooth operation.	Here it is been clearly mentioned in Column no 6 the percentage of service tax is 14.5% whereas service tax and other taxes are variable, it should be mentioned as Government Taxes. And no percentage to be fixed in bidding	14.5% tax is indicative and for the purpose of commercial evaluation. Taxes, as per prevailing rates shall be paid.  The comparison of bids shall be done on base rate and service tax shall be reimbursed as the statutory order of

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5	Under serial no 9.1, Page no 14, Clause No(L): Technical Bid		It is been mentioned the initially contract is for one year and for further extension the rate has been hike by 5% only, whereas annual price rise in India as per the present scenario is aprox 16%.	Govt and shall be at the prevailing rate during release of payment.  Clause is clear and stands.
6	Under serial no 11, Page no 55, Clause No 1.03 & 1.07 : Commercial Bid		Regarding leave it is mentioned 15 days per person per annum, but nothing has been mentioned about Weekly Off, any alternatives for the workers.	Refer clarification under sl no 9.  Please read: Before the signing of agreement, the contractor shall furnish a list of personal to be deployed along with the education qualification. The contractor shall furnish and deliver.....
7.	Clause 7, Page 51	For  The contractor shall furnish and deliver.....		

  
 (M.K.Saha)  
 Director (P&C)

  
 (Cdr. P.K. Sivasatava)  
 Hydrographic Chief

  
 (Pravir Pandey)  
 Member (Finance)

Amendment to Clause 2, of General Condition of contract (Page 25)

Other than the specialized work of CAMC the contractor may sublet manpower required for carrying out O&M works. It is clarified that in case of failure or damage to any of the equipment during O&M, the contractor shall not sublet the repair work/replacement of the equipment to 3<sup>rd</sup> party, instead the contractor, at his own cost, shall get the repair/replacement of the equipment under CAMC.

The manpower proposed by the contractor shall have the technical knowhow of the equipment being operated. Contractor shall take prior approval of the employer before deploying any manpower that he intends to sublet. Replacement of the manpower shall also be done with prior approval of the employer. Subletting of any of the works permitted under the contract shall not relieve the contractor of his responsibilities or liabilities under the contract and the contractor shall be responsible for any failure, defaults, and defects arising out of subletting of the works. The contractor shall provide the 3<sup>rd</sup> party copy agreement to the employer.

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