

MINUTES OF THE PRE-BID MEETING HELD ON 20.08.2015 AT 15:00 HRS FOR THE TWO TENDERS VIZ.

1. Tender No. IWAI/MD/226/2015-16/001
DEPLOYMENT CSD TAPI UNIT AND CSD TIZU UNIT IN PATNA-BUXAR STRETCH OF NATIONAL WATERWAY NO. 1 (RIVER GANGA) ON CONTRACT ON DREDGED QUANTITY BASIS FOR THREE YEARS AND EXTENDABLE ON YEARLY BASIS ON SATISFACTORY PERFORMANCE FOR ANOTHER TWO YEARS

2. Tender No. IWAI/MD/226/2015-16/002
DEPLOYMENT CSD ALAKNANDA AND CSD MAHANANDA UNIT IN SEMARIA- PATNA STRETCH OF NATIONAL WATERWAY NO. 1 (RIVER GANGA) ON CONTRACT ON DREDGED QUANTITY BASIS FOR THREE YEARS AND EXTENDABLE ON YEARLY BASIS ON SATISFACTORY PERFORMANCE FOR ANOTHER TWO YEARS

PRESENT

IWAI

- | | |
|---------------------|------------------------|
| 1. Sh. R.P. Khare | Member (Technical) |
| 2. Sh. S Dandapat | Chief Engineer (P&M) |
| 3. Sh. Ajay Gupta | Chief Accounts Officer |
| 4. Sh. A Sarkar | Consultant |
| 5. Sh. A.R. Ghatak | Consultant |
| 6. Sh. V.C. Dialani | Dy. Director (M) |
| 7. Sh. Ajeet Singh | Astt. Director (M) |
| 8. Sh. Karor Singh | Tech. Asst. (M) |

REPRESENTATIVE OF THE FIRMS /PROSPECTIVE BIDDERS

- | | |
|---------------------------|--|
| 1. Sh. K. Nagendra Prasad | M/s Akash Dredging & Marine Services |
| 2. Sh. Devesh Kalra & | M/s KNK Ship Management, Mumbai |
| 3. Brig. D.D. Kapoor | |
| 4. Sh. Himadri Mitra | M/s Rashmi Group of Industries |
| 5. Ms. Jyoti Singh | |
| 6. Capt. I.K. Jha | M/s Prayati Shipping Pvt. Ltd. |
| 7. Capt. P.K. Kapoor | M/s IMS Ship Management |
| 8. Sh. P.K. Saraogi | M/s Dredging & Desiltation Co. Pvt. Ltd. |

CLARIFICATIONS AND QUERIES RAISED BY THE PROSPECTIVE BIDDERS

Sl. No	Clause no	Page No.	Query of the prospective bidders	Clarifications by IWAI
1	Clause 8 (iii) Average annual financial turnover to be 100% of estimated cost	6	The bidders requested that annual turnover may please be reduced to Rs. 20.00 cr to accommodate more no of competitors and to get competitive rate. Also requested to confirm the estimated cost Rs. 25.83 cr or Rs. 23.58 cr which is contradicting with NIT (Page no.4)	Not agreed. The estimated cost of Rs. 2583 lakh mentioned at 8 (iii) of NIT to be read as Rs. 2358 lakh.

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2	Clause iii (NIT) & ITB at 18.2(a)	6	One of the bidders has pointed out that average annual financial turnover required for this tender (i.e. 100 % of the estimated cost) seems to be too high. Hence, referring to file no. 12-02-1-CTE -6 dated 07.06.2002 of CVC guidelines on civil tenders where it is mentioned that "Average Annual financial turnover year, should be at least 30% of the estimated cost" and also per clause 3 (i) Some of the common irregularities /lapses observed in this regards are) "for a work with an estimated cost of Rs. 15 crore to be completed in two years, the criteria for average financial turnover in the last 5 years was kept as Rs. 15.00 crore although the amount of work to be executed in one year is only Rs. 7.5 crore. Hence, requested for amendment of annual turnover from 100% to 30 % of estimated cost.	Agreed to. The annual financial turnover shall be 30% of the estimated cost.
4	Instruction to bidder 4(J)	07	It was requested that provisional balance Sheet should be accepted for financial year 2014-15	Agreed. However the provisional balance sheet duly certified by CA to be submitted.
5	Instruction to bidder 4.0	7	It was requested to extend tender date 11 th September 15.	The last date of submission of tender is extended to 28/09.2015 at 11:00 hrs and the same will be opened at 11:30 hrs
6	Instruction to bidder Clause 6	8	Requested to consider 100% bank Guarantee for EMD. Exemption of EMD for SSI unit sought.	Not Agreed. The mode of deposit of EMD to also include Fixed Deposit Receipt (FDR) of a Scheduled Bank. It should be ensured that the FDR is pledged in favour of the tender inviting authority. It is in the tenderer's own interest to keep the FDR valid as long as it is required. There is no need for the Department to insist upon the tenderer keeping the FDR valid, since he can encash the FDR only when it is assigned back to him by the tender inviting authority. No Exemption for EMD for any bidder allowed.

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7	Instruction to bidder 6.b & 8(h) Instruction to bidder 8 (h) (v)	8,9,10 10	<p>Requested for clarification that Lead partner equity should be as per mutual consent by the JV partners and not as per IWAI directive and also share of lead partner for atleast 51% to be deleted.</p> <p>One of the bidders requested to consider to the said clause, as if JV is selected for award of project, incorporating the JV as a company under the Companies Act 1956 shall take months and would defeat the purpose for which JV is formed. It is requested that the aforesaid clause may kindly be deleted and if JV is selected for award of project the lead member of JV shall be allowed to sign the contract on the basis of JV Agreement. There have been previous tenders in other departments also where JV is allowed without forming company later award of contract, since the JV agreement is executed on stamp paper and notarized which is valid registered document. The lead member will take complete responsibility through undertaking.</p> <p>One of the Government Enterprise expressed their inability to register the Joint Venture in case of award of work and sought clarification on this account.</p>	<p>Not agreed.</p> <p>The modified JV allowing the bidders to participate in the bidding is given below:-</p> <ol style="list-style-type: none"> 1) The Joint Venture can be entered between two or more firms and limited to maximum six. 2) The lead partner has to be an Indian company. 3) The lead partner shall have minimum 51% share or equity participation. 4) The 2nd partner shall have minimum 26% share. Shares of the other partners shall be within rest 23%. 5) In case the lead partner does not meet the requisite eligibility and qualifying criteria, technically or financially, the second partner must meet the balance qualification & experience. 6) The JV agreement in the prescribed format on the non-judicial stamp paper of Rs 100/- having notary affidavit is required for bidding. 7) After the award of the work to the Joint Venture, there is no requirement for registration of Joint Venture for execution of the work. <p>The above modified requirement for bidding is applicable also to Consortium as is the case with Joint Venture.</p>
8	Instruction to bidder 8 (j)	12	<p>One of the bidders stated that "the lead member of the JV to be a registered firm company having dredging experience of at least three years and has adequate financial capacity to the tune of at least 51% of the financial criteria." Bidder requested to clarify whether dredging experience of at least three years is also applicable for all the bidders.</p>	<p>It is clarified that the Lead Member of the JV to have dredging experience of at least three years or experience of similar works as mentioned in Clause 8(iii) of NIT; 18.2 (b) of Instruction to Bidders. The above is applicable for lead partner of consortium as well as individual bidders. Further as already clarified above that in case the lead partner does not qualify the requisite eligibility and qualifying criteria, technically or financially the second partner must have the balance qualification & experience.</p>

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9	18.2 (a) & clause 24	14 & 16	One of the bidders requested to revise annual escalation for 4 th & 5 th year shall be from 5% to 10%. Also requested for escalations of 20% per annum on account of increase on labour and material cost.	Not agreed. Tender condition remains same.
10	Instruction to bidder 18.0	14	One of the bidder requested to clarify whether experience and similar work i.e. dredging on river /port as per qualification criteria and manpower experienced exclusively in dredging operation are necessary.	For one similar work /two similar works /three similar works criteria, the value of the similar works constituting dredging on rivers or ports or contract management of vessels or vessel related marine work will be taken into account. The similar work criteria has been kept broad based to ensure larger participation.
11	Instruction to bidder 24.0	16	Since, dredgers/crafts details are incomplete, requested to provide complete details.	The details are already provided in the tender at pages 67 to 71.
12	General Condition of contract 3.1	34	Request to consider deposit amount EMD as part payment against 5% of performance guarantee amount and bidder will pay balance amount of performance guarantee within 15 days of the issue of the work order and IWAI shall deduct a sum of 10% of the gross amount from bidder each running bill till the 5% of Security Deposit of the contract value completed.	The performance guarantee in the shape of demand draft or irrevocable bank guarantee to be given as 5% of the tendered value as mentioned in Clause 3.1. The deposited amount of the EMD in shape of demand draft will be adjusted against the security deposit from the running bill as given in clause 4.1 of the G.C.C. The request of the bidder is not accepted and tender condition remain same.
13	General Condition of contract 12	38	Requested IWAI to confirm the time to allotment of shoal, the delay in allotment of shoal, the overhead of expenses will increase of successful bidder or clause to amended as after issue of letter of awards, the contractor shall commence the work at the respective sites and mobilization of resources and equipments within 15 days from the allotment of shoal	IWAI will strive for timely allotment of the shoal as and when the shoals are occurring during the lean season. No compensation whatsoever will be provided on this account and overall compensation provided will be the only compensation to the contractor. Hence contention of bidder not agreed and tender condition remain same.

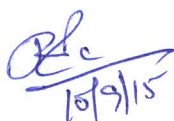
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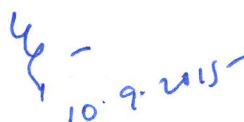
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14	General Condition of contract 34.4	53	One of the bidders state - It is assumed that all the tools on board for the maintenance of the vessels. If not as and when required, the bidder will put indent to IWAI and same will be provided by the owner of the vessel or bidder will procure the same after proper approval from IWAI and IWAI will reimburse the amount to the bidder after submission of proper documents and same will handover to IWAI after completion of the contract. Also request to delete the word "tools" from this sentence.	The tools as available on the board during handing over of the vessel will be handed over to the contractor and all other tools as may be required by the contractor during the execution of the contract are to be arranged by the contractor at their own cost. Hence the request /contention of bidder is not agreed and tender condition remain same.
15	General Condition of contract 40	59	Request to amend this clause as "the service tax will be reimbursed on submission of documentary proof along with payment of each running bill."	No change in the clause as reimbursement of service tax is already mentioned in clarification to the bidders at the end of Clause 40 of GCC and the same is reiterated in Clause 41.1 that service tax as applicable will be reimbursed on production of proof of payment.
16	Technical specification 5.0	66 to 71	The technical specifications of the cutter suction dredger units does not indicate the following: i) Inventory/ availability of spares for proprietary items of dredger viz dredge pump/ auxiliaries/ hydraulic system & cutter unit & availability of spare parts from original manufacturer. ii) Per hour fuel oil consumption for each unit/ equipment. iii) Number of floaters, discharge pipes, flexible rubber hoses & pipeline anchors available with each unit has been indicated. Will these be sufficient for discharge through pipes.	The technical specifications of cutter suction dredger, workboat /tugs and accommodation boat and available details have been indicated on Page - 67 to 71 of tender. The list of spares available with IWAI will be shared with the successful bidder. In any case the responsibility of repairing and maintenance and arranging necessary spares is the responsibility of the contractor. The floating pipelines is mentioned at page 71 and wherever felt in adequate further pipeline if required will be supplied by IWAI. The bidders may inspect the dredging units before submission of their bid to ascertain any other details, if required.
17	Technical specification 5.0	66-71	Please confirm whether IWAI will complete the dry dock of CSD & AB which is due and handover to bidder or bidder has to do to dry dock after award of contract.	The dry docking of vessels which are due in 2015-16 will be done by IWAI before handing over of the dredging unit. In case the dry docking is allowed to be deferred by IWT Surveyor to next year, the same would be done in next financial year.




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19	Technical specification 5.3 A	70	Requested for clarification whether assessment of capacity of dredgers done and value of dredged quantity is 2.8 Lakh CBM whereas BOQ mentions 8.4 Lakhs CBM.	The 8,40,000 cu.m. is for 3 years for two dredgers in one tender.
20	Technical specification 6.0	72	Requested for clarification whether CSD units should be under operational command of Patna and not Kolkata.	The stretches Patna – Buxar and Patna- Semaria are under the control of Director IWAI Patna.
21	Technical Specification 7	74 & 75	The bidders request to provide repair & maintenance cost, consumables and stores and fuel & lubricants cost for past 3 years enable us to assess the expenditure on these items.	The available details have been provided in the tender and individual bidder have to make their own assessment and accordingly quote the rate per cu.m..
22	Technical specification 7.0 (K)	75	If any claim arise during the contract with the insurance company and the insurance company settle the claim after deducting the deductible amount and IWAI will accept the same as full & final settlement of claim with no deduction to the contractor.	Any claim made with the Insurance company in respect of whatsoever the claim, the contractor is solely responsible to make good the damages and amount received from Insurance company for settlement will be retained by IWAI and additional amount as may be required to be deducted from the contractor.
23	Technical specification	75 & 76	Request to provide book values of dredging units and their annual premium	The book value as on 31.03.2015 is given below: CSD Tapi – Rs. 564,68,665/- Tug Rajguru- Rs. 43,222,788 AB Kedarnath – Rs. 72,21,673/- Anchor Pontoon – Rs. Rs 21,31,240/- CSD Tizu unit – Rs 137,56,489/- Tug Bhagat Singh- Rs. 5,87,000/- HB Sivalik – Rs. 13,24,860/- Anchor Pontoon- Rs 21,31,240/- CSD Alaknanda – Rs. 564,68,665/- Tug P.T. Tilak- Rs. 7,87,952/- AB Chandradinga- Rs. 35,61,795/- Anchor Pontoon- Rs. 18,00,310/- CSD Mahananda – Rs. 62,97,140/- Tug Birsa Munda- Rs. 5,87,000/- AB Himgiri- Rs. 3,51,000/- Anchor Pontoon – Rs. 18,00,310/-

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24	Technical specification 5.3 A & 13.2	67 & 77	The bidders requested to handover the dredging units to successful bidders at any convenient location of the stretch tendered for and also take over at the same location.	The dredging units will be handed over to the contractor in the respective stretch of the tender preferably at Patna. In the tender for Patna- Buxar stretch at clause 13.2 in second line the words "Farakka- Bhagalpur" to be read as "Patna – Buxar"
25	Technical specification 13.2	77	The bidders requested for clarification on the following:- i. Before handing over of the dredger unit statutory surveyor will be carried out by the 3 rd party surveyor & any repair/ maintenance recommended by the surveyor will be fulfilled by the owner to make the unit operational. ii. Before handing over the present overall condition & output of the dredger unit need to be ascertained for optimum output of the unit. We request provision for a 3rd party survey/ inspection, repair & issuance of fitness certificate. Running repair & maintenance of the dredger for regular operation will be on the part of the contractor. Major replacement of proprietary components/ equipment will be on the part of owner.	i. The third party inspection at the time of taking over and handing over of the dredging unit is only to assess the condition of the hull, machineries etc. IWAI will strive to hand over the dredging units in working condition and any minor defects if found are to be rectified by the successful bidder/contractor. ii. The third party inspection is for assessment of hull condition & machineries only and therefore the request for issuance of fitness certificate is not agreed to. The running repair and maintenance of the dredger for regular operation and as well as the major replacement of proprietary components/ equipment will be on the part of the contractor.
26	Technical specification 13.2	77	The bidders requested for clarification that - Idle period for replacement of major/ proprietary dredger equipment not available locally should not be bound by contractor. Major replacement of proprietary components/ equipment will be on the part of owner.	Not agreed. Tender condition remains same.
27	Technical specification 14.2	78	The bidders requested that since there is cultivable land in both sides will IWAI take the responsibility for arrangement of dumping ground? There should be compensation for delay in case the dredger is lying idle due to lack of dumping ground arrangement or due to local problem which are all clients responsibility.	In the given stretches of NW-1, there are no issues relating to dumping grounds of the dredged soil. IWAI will indicate the dumping ground while allocating the shoal. However no compensation, whatsoever, will be paid to the contractor except that provided in the tender.

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