

Minutes of Pre-bid meeting held on 03.03.2015 at 10:30 Hrs for the tender for dredging operation in Tantighai – Kani river system of NW-5 for the stretch between Erada and Padanipal in Odisha.

1. The pre-bid meeting was conducted by TEC (Technical Evaluation Committee) on 03/03/2015 in the presence of the representatives of the prospective bidders. The list of the participants is attached at Annex- I.

2. At the outset, Member (Finance) being Chairman of TEC welcomed all the representatives of the prospective bidders and after a brief introduction on the tender document, the queries raised were discussed and the clarification of IWAI on the same are given below :-

Sl. No.	Refer Clause/ Page No.	Query	Clarification
1	Clause. 3.0 (Page .5)	One of the bidders requested that at least 3 business days should be allowed to submit the EMD and Cost of Tender Document (Receipt/ Acknowledgement) from the Bid submission date.	It is clarified that the original of EMD and cost of tender are to be submitted before the opening of the bids.
2	Clause - 4(ii) (Page .5)	The bidders enquired that if a bidder decides to quote in all the three schedules, whether the annual turnover requirement is for single schedule or all three schedules.	It is clarified that the minimum annual turnover shall be 30% of the estimated cost of the schedules quoted.
3	Clause. 4(iii) (Page .5)	Bidders requested to allow bidders to use experience of ongoing contracts for the purpose of qualification. In this regard, for qualification purpose, the value of ongoing works may be considered till the date of submission of Tender.	It is clarified that the experience of similar work for the ongoing contracts with respect to the contract value shall be considered till the end of financial year upto February 2015.
4	Clause - 4(iii) & (iv) (Page .5)	One of the bidders requested to lower the eligibility criteria in line with the tender for assured depth in Patna-Varanasi stretch of NW-1 on the similar works..	Not agreed. Tender conditions remain.
5.	Clause - 4.vii (Page 6)	Request was made whether the undertaking is expected in 15 days or whether you are referencing the actual mobilization to be completed in 15 days.	It is clarified that as per Clause 12 of General Condition of Contract (Page-50), the dredging works to be commenced within 30 days for each schedule from the date of signing of agreement, which is to be signed within 15 days of the issuing the letter of award.
6	Clause.4(xi) (Page .6)	One of the bidders requested to reduce the solvency 40% of the estimated cost	Not agreed. Tender conditions remain.

7	Clause - 8 (Page . 6)	Request was made by the bidders for sharing the information on pre tender survey, assessment of actual site condition, dumping area, problems/issues on dredging operation/dumping if available with IWAI.	As per tender condition, the bidders are required to inspect the site and assess the site condition, issues /problems to be encountered during dredging and dumping by themselves.
8	Clause – 3 (Page 10)	Few bidders enquired that in case a single bidder is awarded the work for all three/two stretches, whether the work can be taken up one after another stretch.	It is explicitly clarified that work for all three schedules are to be executed simultaneously and to be completed within the period of 15 months(excluding monsoon period).
9	Clause. 4.0 (Page .10)	One of the bidders requested that date of submission of bids may please be extended to at least 15 days from the date of publication of minutes of pre-bid meeting / issuance of addendum / corrigendum	The last date of submission of the bids now shall be upto 17 hrs. on 27 th March 2015 and the bids be opened on 30 th march 2015 at 14:30 hrs.
10	Clause – 4.1(e) (Page 10)	One of the bidders requested to clarify who the authority is to provide forms for the registration certificate.	The registration certificate on the constitution of the firm or company as per the company act from the concerned authorities is to be submitted
11	Clause - 6 (Page 11)	Bidders requested for accepting EMD in the form of BG only and not partly by BG and partly by DD	Not agreed. Tender conditions remain.
12.	Clause – 2(B)(a) (Page 17)	One of the bidders requested to clarify the requirement of a Notarized affidavit since a Power of Attorney is being granted to the Signing authority and hence he/she is liable for information provided.	It is required to be complied for ascertaining the authenticity of the information and documents submitted.
13	Clause. 26 (Page .18)	Bidders requested to consider the following points: 1. Any change in the tax rates after the bid submission date should be paid by the Authority/ Employer. 2. The price quoted should be exclusive of all indirect taxes. 3. All applicable indirect taxes should be on account of the Employer/ Authority	It is clarified that the tender price shall include all the taxes, levies, duties prevailing for dredging operation except the service tax which is to be reimbursed separately on submission of documentary evidences.
14.	Clause - 27 (Page . 19)	The bidders enquired that whether validity of the bid(s) shall be 120 days or 180 days as mentioned in different clauses.	It is clarified that validity of the bid(s) shall be only 120 days from the date of opening of the technical bids.
15.	Clause - 3 & 4 (Page 46)	Bidders requested to amend the clause as follows: (1)“The contractor shall be required to deposit an amount equal to 5% of the annual contract value of the work as	Not agreed. Tender conditions remain.

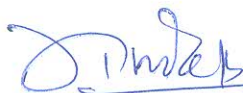
		performance guarantee.” (2)Similarly for the security deposit clause, modification to be as follows: “... amount to security deposit of 5% of the annual contract value of work. Bank guarantee will not be accepted as security deposit”	
16	Clause 4.1 (Page. 47)	Some bidders requested to accept BG for security deposit.	Not agreed. Tender conditions remain.
17	Clause - 16 (Page 51)	Bidders requested that the terms and conditions (including time and cost) for any additional work should be mutually agreed between the parties as the increase in time and the increase in the additional cost for the additional scope of work may not be in the same proportion.	Not agreed. Tender conditions remain.
18	Clause .24 (Page .55)	Bidders requested for deletion of the clause as dredging operations normally are on 24x7.	Bidders are free to continue dredging operation for 24x7. However they are to observe the public holidays and Sundays.
19	Clause - 27.2 (Page 59)	The request of the bidder for deleting the clause 27.2 as the force majeure shall qualify the extension of time.	Not agreed. Tender conditions remain.
20	Clause - 28 (Page . 60)	Few bidders suggested that defect liability may not be considered in case of dredging. The engineer in charge should ensure that the dredging area is devoid of equipment/constructed parts/flora mentioned in the said clause. As the channel is to be marked out with bamboos any of the mentioned equipment/constructed parts/flora which comes in the path of the channel under construction should be identified by the Engineer in charge and he should ensure that the dredger is not damaged by any such material. If in fact the dredger does get damaged by such material due to the fact that the Engineer in charge has not been able to identify the equipment/constructed parts/flora mentioned in the clause then the repair cost of the dredger should be borne by the Employer along with the reimbursement of expenses for the equipment.	The safety and security of the dredgers and ancillary units are the responsibility of the contractor and therefore the proposal as suggested is not agreed to. .
21	Clause - 33 & 36 (Page 63 &67)	Bidders requested to delete the clauses 33.2 to 33.7 since under these clauses the liability of the contractor is unlimited. Therefore there is a mis-match in the revenue and liability under the contract and accordingly requested for amendment to the following.	Not agreed. Tender conditions remain.

		(i) The overall liability of the contractor under this contract shall not exceed 10% of the annual contract value. (ii) In case of default by the contractor during the currency of the contract, the contractor should be given 30 days of cure period as the mentioned 7 days period not sufficient for the dredging operations. Further, the contractor is liable to complete the work within the stipulated time period.	
22	Clause - 35 (Page . 66)	One of the bidders enquired whether the delays on account of local issues shall be eligible for extending the time and exemption of LD .	Not agreed to. The contractor shall be responsible for resolving the local issues.
23	Clause 35.4 (Page. 66)	One of the bidders requested to impose LD if the whole contract is not completed on time instead of imposing on milestones.	Not agreed. Tender conditions remain.
24	Clause - 43 (Page 71)	Request has been made for settling final payment to the contractor within one month from the date of taking over the Dredging area by IWAI.	Not agreed. Tender conditions remain.
25	Clause 2.2 (Page .76)	One of the bidders requested IWAI to share the information with regard to Hydrographic survey charts data and topographic charts to prospective bidders for better understanding the scope of work and planning for execution.	It is clarified that the required informations shall be shared with the successful bidders. However the prospective bidders if desire may get the information as available on date from head office of IWAI.
26	Clause - 2.2 (Page . 76)	One of the bidders enquired that since the stretch between Padanipal and Erada is not the tidal zone, how 'Chart Datum' is applicable in this context for depth measurement?	It is clarified that Chart Datum (CD) in this stretch shall be calculated based on the lowest water level for minimum last five years and accordingly CD will be fixed with respect to the dredging operation in the tender.
27	Clause - 3.2 (Page . 76)	The bidders requested that during course of dredging if any hard strata/hard patches or boulders/debris are encountered, pending the decision, contractor(s) may be allowed to shift the dredger to other area to avoid idling of dredger.	It is clarified that the procedures to be adopted for a decision on the further step/activity for attending to the hard patches/shoal as already mentioned in the clause has to be followed. With the mutual consultation the issue of shifting the dredgers to other shoals will be decided based on the merit and situation.
28	Clause-3.4 (Page . 77)	Few bidders requested the disposal/dumping area shall be	Bidders are responsible for identifying the dumping


		identified/arranged by IWAI in consultation with state PWD within the required distance.	areas, and necessary clearance/permission from the concerned authorities to be obtained. However, IWAI wherever feasible shall extend co-operation in this regard.
29	Clause – 3.5 (Page .77)	Request was made by few bidders that during site visit it has been observed that at most of stretch, the bed material consists of medium to coarse sand & as such 1:2 slope will not be stable. Hence side slope as naturally formed and/or maximum slope of 1:5 may be considered taking in to account of natural angle of repose of such sand.	It is clarified that the side slope shall be 1:3.
30	Clause – 3.6 (Page 77)	Few bidders requested to increase the horizontal tolerance from +1.0m to +2.5 m on either side and vertical tolerance from +100mm to +300 mm.	It is clarified that the horizontal tolerance shall be +1.5m and vertical tolerance shall be +200mm
31	Clause. 3.10 (Page .77)	One of the bidders requested for assessing the dredged quantity by using approved software.	It is clarified that dredging quantity shall be assessed by Simpson and trapezoidal methods. The use of any standard and approved software if agreed by both parties (i.e. IWAI and contractors) may be carried out on mutual terms and condition.
32	Clause 3.12 (Page. 78)	One of the bidders enquired about the requirement of such channel marking with bamboos as the dredgers are equipped with position fixing, and navigational system.	Bamboo marking will be required for fixing the dredge channel alignment and for indicating the limits of the dredge channel. The DCO operating the dredger will have clear conception on his dredger alignment and limits for dredging. Further with GPS/navigational equipments there will be errors of tolerance and the dredger is likely to under/over dredge due to narrow dredging channel
33	Clause .5.1 (Page. 78)	Bidders requested IWAI to make interest free mobilization advance that shall be equally deducted from all the RA Bills.	It is clarified that No interest free mobilization advance shall be paid.
34	Clause - 5.5 (Page 78)	It was requested by the bidders that the Contractor may incur huge amount of idle charges and standing cost during the period of suspension for the reasons other than the default of the contractor. Hence, it was suggested that the Idle	No idle charges shall be paid. Accordingly, the bidders must visit the site and familiarize with the site condition etc and prepare his action plan methodology

		Charges shall be paid at quoted rate for the suspension period.	to be adopted for avoiding idle period of dredgers and equipment.
35		<p>Few bidders enquired about the criteria for evaluation of the technical bids. The minimum required capacity of dredger has not been given compared to the minimum dredging output required every month. Will IWAI consider locally fabricated pontoons with submersible pumps and/or excavators over renowned dredgers of minimum required output with the same weightage?</p> <p>Since the bidder has to complete 8 lakhs cum in 15 working months, will IWAI evaluate the dredging capacity of each bidder taking into consideration his machinery. Will IWAI also examine the capability & skill of the manpower being offered.</p>	<p>All the bidders are to refer the eligibility criteria mentioned in the clause 4(v) to 4(x) of the NIT at Page 6 and accordingly comply the provisions by providing the detailed information required there under as per the formats at Annex. 4 to 9 for establishing their technical capability. It is further clarified that Toyo pump mounted suction dredgers alone cannot be considered looking into the dredging quantity being considered under the tender. IWAI is looking for good capacity cutter suction dredger with registered and certified output. Technical evaluation will be now as per the Annex. II.</p>
36		Service Tax will be required to be released along with the bill, as it is mandatory to deposit service tax by 5 th day of subsequent month when payment has been received. Proof of payment of service tax will be submitted along with subsequent bill.	Not agreed. Tender conditions remain.
37		Defect liability is not applicable on dredging work. Once the survey is completed & dredged are handed over, contractor will not be responsible for any re-siltation.	Agreed to
38		<p>Few bidders enquired that how the handing over of the specific areas are to be considered? Post monsoon: how is the deposited amount of material accounted for?</p> <p>The area dredged pre-monsoon: can it be handed over prior to the onset of monsoon?</p>	It is clarified that the dredging operation is to be conducted only during post monsoon period from November to May and accordingly the specific stretch/area to the dredged shall be handed over during such period and be taken over after completion of the same with duly surveyed.
39		One of the bidders suggested to consider appointment of a third party surveyor.	It is clarified that the pre dredging survey for giving the alignment for the commencement of dredging and the post dredging

			survey after the completion of the dredging operation for preparation of the survey charts and assessment of the dredging quantity shall be carried out jointly by IWAI and contractor. Hence there is no need for appointment of a third party surveyor.
40		Few bidders enquired that Schedule-A i.e. Erada to Angeispur Stretch is to be defined, whether to dredge via Dahikhia Nala or Dudhei Nala to be fixed.	The final alignment for schedule A shall be given to the successful bidder after further hydrographic survey.
41		One of the bidders requested to divide the stretches into six parts to allow the local dredging company who have adequate experience in successfully completion of dredging projects in Odisha.	Not agreed.
42		One of the bidders requested for Mobilization advance of 10% of the contract value against the BG of same value.	Not agreed.
43.		Bidders requested IWAI to specify the lead distance for road transportation of dredged spoil.	Incase dredge material have to be carried beyond 500 meters through pipeline/road transport, the same shall have to be got approved from IWAI on case to case basis and rates for this extra haulage of materials shall be negotiated and agreed between the contractor and IWAI after mutual discussion.


 (S. Dandapat) 12/3/15
 Chief Engineer (P&M)


 (R.P. Khare)
 Member (Technical)


 (Pravir Pandey)
 Member (Finance)

Annex-I

List of Participants in the Pre-bid meeting held on 03.03.2015 at 10:30 Hrs for the tender for dredging operation in Tantighai – Kani river system of NW-5 for the stretch between Erada and Padanipal in Odisha

1. IWAI (Inland Waterways Authority of India):

- (i) Sh. Pravir Pandey, Member(Finance), Chairman of TEC
- (ii) Sh. S. Dandapat, Chief Engineer(P&M), Member of TEC
- (iii) Sh. A.K. Gupta, Chief Accounts Officer(i/c)
- (iv) Sh. P.Srinivasa, Asst. Hydrographic Surveyor
- (v) Sh. Arun Roy, Consultant
- (vi) Sh. A.R. Ghatak, Consultant.

2. Prospective bidders:

Sl. No.	Representative	Firm/Bidder
1.	Shri K.Nagendra Prasad	M/S Akash Dredging & Marine Services
2.	Capt. R.K.Mehta	M/S Pragati Marine Services Pvt. Ltd.
3.	Capt. NB Jamnerkar	M/S A.B.C & Sons Limited.
4.	Shri Ashish Kumar Kanta	M/S Global Marine Infratech Pvt. Ltd.
5.	Shri. Gurudip Sing Ahluwalia	M/S Adani Ports and Special Economic Zone Ltd.
6.	Shri I.Anand	M/S BVSR Construction-Pvt. Ltd
7.	Shri Bikramjit Sen Gupta	M/S Reach Dredging Limited
8.	Shri B.Chaube	M/S Temba Marine Pvt. Ltd.

Evaluation Criteria for the technical bids for the dredging operation in NW-5 between the stretch Erada and Padanipal.

The Bids shall be evaluated technically and commercially by duly constituted Tender Evaluation Committee. It is mandatory on the part of the bidder to score a minimum of 80 marks for the Technical eligibility. The price bids of only those Technically Qualified bidders shall be opened. Once technically qualified, the bidders will be informed about opening of the price bids.

The Technical Evaluation shall be carried out in the following areas to ascertain the quality of bid and for Technical eligibility:-

SI No.	Area of Evaluation	Max Marks
A	General	50
	A1: Financial Capacity of Tenderer	10
	A2: General compliances with regard to eligibility criteria.	10
	A3: Details of Project in hand and their status	5
	A4: Availability of the suitable and adequate dredgers in working condition & capability to execute the work successfully with the ability to achieve monthly production for achieving the target.	25
B	Understanding of scope of work & method of execution as per the method statement.	30
C	PAST EXPERIENCE in time bound completion of projects on undertaking similar works, availability of qualified & experienced technical & supervisory personnel.	20
	Total =	100

[Handwritten Signature]
 12/03/15

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