

Minutes of the Pre Bid Meeting held on 14th May 2015 for the tender for design, construction & supply of two Diesel Hydraulic Cranes for the temporary terminal facilities at Erada on NW 5, Odisha.

1. The pre bid meeting was attended by the following:

a) IWAI:

- i) Sri S Dandapat, Chief Engineer (P & M)
- ii) Sri A K Gupta, C A O
- iii) Sri A Sarkar, (Marine Engineer) Consultant
- iv) Sri A R Ghatak, (Civil Engineer) Consultant
- v) Sri P Srinivasa, A H S

b) Bidders:

- i) Sri K Saha, M/s. TIPL (Tractor India Pvt Ltd) , Ghaziabad
- ii) Sri AvneeshPratap, TIPL (Tractor India Pvt Ltd), Ghaziabad
- iii) Sri A K Haldar, M/s. TIL (Tractor India Ltd), Kolkata
- iv) Sri Rajiv Kapoor, M/s. TIL(Tractor India Ltd), Ghaziabad

2. The meeting commenced with a brief introduction on the Tender. The queries and clarifications sought by Bidder who participated in the meeting as well as those who sought through E-mails like (II) M/s. Sennebogen GMBH, Germany and M/s. LIEBHERR, Germany were discussed and the clarifications by IWAI are given below in the tabular form:

1. Financial & General Issues

Sl. No.	Clause & Page	Clarification sought by Bidder	Comments of IWAI
1	NIT at Page-2	All the bidders requested to extend the date of the submission of the bids after clarifying to the queries raised on financial & technical matter of the tender.	It is clarified that the revised date for submission of the bids shall be now 18 th September 2015, on or before 17 : 00 Hrs.
2	NIT at page – 5 & clause-15 of ITB	One of the bidders requested to clarify the condition on which the B.G. (Bank Guaranty) submitted for performance and EMD shall be encashed.	It is clarified that B.G. submitted for EMD and performance security shall be eligible for encashment (invoking) under the following condition. A. <u>B.G. for EMD:</u>

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			<p>i. If the bidder with draws the bid after its submission during the bid validity period and contract period.</p> <p>ii. If the successful bidder fails within the time period allowed for signing of the agreement and also depositing the performance security.</p> <p><u>B. B.G. for performance security.</u></p> <p>i. If the contractor fails to comply the obligation under the warranty period.</p> <p>ii. If L/D levied is required to be recovered other than stage payment due.</p> <p>iii. If any loss to the property/assets of authority.</p> <p>Chairman being the owner shall be the final decision authority in this regard.</p>
3	Clause 28.3 of ITB	<p>One of the bidders suggested that the agreement format attached in the tender document should be revised clearly mentioning the order of precedence of the various document for avoiding any inconsistencies and same shall be as follows:</p> <p>(a) Agreement. (b) SCC (c) Technical specifications and drawings.</p>	<p>Agreed to the suggestion and accordingly the agreement format for entering with successful bidder is revised and attached.</p>

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		(d) GCC. (e) Cost Schedule. (f) Letter of acceptance. (g) ITB and. (h) Bid Notice.	
4	ITB Clause 27.1	One of the bidders has requested to clarify whether under this clause authority shall have the right to split the work to one or more parties.	It is clarified that this clause will not be applicable in this tender.
5	Clause of SCC & Technical Specification	<p>One of the bidders requested to clarify with regard to custom duty for the cranes to be supplied on import basis on the following:</p> <p>i. The rate of custom duties being imposed by Govt of India for the import of the crane.</p> <p>ii. If the bidders pay the custom duty as per the tender condition, additional burden will be on authority on account of sale tax due to the fact that in this case the bidder shall be both consignee & consigner for importing the cranes to India and thereafter supply the same on sale basis. Hence, it is suggested that to avoid additional expenditure, Authority should pay the custom duty after the necessary clearances including the payment of charges for clearances.</p>	<p>It is clarified that in order to evaluate the bids with the final quoted price of both indigenous and foreign bidders, the cost schedule is revised to be as follows:</p> <p>i. CIF (Ex-factory) price including cost of transportation, shipping, (i.e. freight for port of destination), and any other cost for transportation to place of delivery, installation, commissioning, test & trial and delivery at the site.</p> <p>ii. Custom duty including the cost of charges for clearances and any other incidental.</p> <p>The bids shall be evaluated based on the above for awarding the work order. However, Authority shall be responsible for payment of the custom duty including clearing charges</p>

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			to the contractor on submission of documentary proof of payment. Any additional cost over and above the rate quoted in this regard shall be borne by bidder.
6	Clauses of SCC & Technical Specification	One of the bidders requested to clarify whether authority will extend the support and assistance for local transportation, installation and commissioning of the cranes including test & trial at the site.	It is to clarify that authority shall extend the assistance and co-operation for obtaining the road permit for local transportation as well as in arranging the facilities for installation and commissioning. However the bidders shall be responsible for arrangement at its own cost.
7	NIT at page – 5 & clause- 15 of ITB	One of the bidders also requested to accept the format of B.G. submitted in this regard from a Foreign Bank.	The B.G. format as already attached in the tender document in the minutes of the pre-bid meeting shall only be considered for submission of B.G. towards EMD and performance security from any Nationalized scheduled Bank of India for the Indian bidders. In case of foreign bidders, the B.G. can be submitted from any National bank of the country of the bidders after the endorsement of the same by State Bank of India.
8	GCC clause no. 49	One of the bidders also requested to clarify the taxes, dues etc of Govt of India being levied so that same can be included in the tender price.	It is clarified that the usual taxes as in clause no. 49 of GCC such as excise, VAT, CESS, royalty, sale tax, octroi, any other local tax if any levied by Govt of India/State Govt shall be considered & included in the price and same shall be applicable for the

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			cranes built and supplied indigenously. In case of imported cranes, the custom duty to be imposed as per the prevailing rate shall only be applicable.
9	SCC Clause 12	The bidders requested to clarify on the supply of spare parts for 500 hrs i.e. whether it should consist both consumable for operation and spare parts for maintenance.	It is clarified that the spare parts for 500 hrs. only for consumable and any other items required for safe and smooth operation of the cranes and cost of the same shall be included in the tender price. However, with regard to spare parts for maintenance, only the essential items with rates for supply additionally at extra cost may be submitted in the technical bid for consideration.
10	GCC Clause 3.2 & GCC Clause 3.4	One of the bidders requested to clarify the exact period within which the performance security will be released along with a format of the no demand certificate to be obtained from the Engineer in charge.	It is clarified that the performance security shall be released within 28 days after the expiry of the defect liability (warranty) period on submission of the no demand certificate from Engineer in charge as per the format attached herewith. The appointment of the Engineer in charge shall be intimated to the successful bidder in the work order.
11	GCC Clause 5(i) and SCC clause 12(b)	One of the bidders requested to clarify as per the provision of the clause under GCC & SCC whether delivery of the crane shall be deemed to be over on reaching the site or after commissioning followed by test & trial.	It is clarified that SCC will precede over GCC and accordingly, the delivery of the crane shall be deemed to be over only or after commissioning followed by test & trial, at the designated.
12	GCC Clause	One of the bidders requested for the	As clarified above SCC

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	9 and SCC Clause 12(b)	clarification on the delivery status with respect to payment considering both the clauses. It is also requested to revise the payment schedule for the foreign bidder.	<p>will precede the GCC and accordingly delivery shall be deemed to be over only when successful commissioning followed by test & trial are over being eligible for final stage payment of the contract price. The payment schedule for foreign bidder shall be as follows.</p> <p>i. The first stage payment of 80% of the contract price excluding the custom duty shall be paid through LC opened on a foreign bank as nominated by the successful bidders. The LC shall be opened within 15 days after signing of the agreement. The LC amount shall be released after the shipment of the consignment.</p> <p>ii. Balance 20% of the contract price shall be released on successful commissioning, test & trial at the site.</p>
13	Appendix 1,2,3,4&5	The bidders have requested whether all the appendixes are to be submitted duly filled in.	It is clarified that only appendix at serial no. 5 shall be required to be submitted by foreign bidder along with the details of the company, its products, turn over, market share, clients & performance report. However, the indigenous bidders desires to supply the crane after fresh design are required to furnish the detail as in the appendixes.

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14	GCC Clause 5(i), 5(iii), 18, 12.2, 30.2, 16.1, 17.3, 17.4, 19, 22.2, 25, SCC clause 5, GCC Clause 34.16, 38.1, 38.2, 38.5, 29.4, 42.2, 42.3, 42.5, 42.6, 52 & 53	One of the bidders requested to modify the general condition of the contract (GCC) & special condition of the contract (SCC) as in the tender stating that most of the clauses are not applicable for the supply of the cranes built with proven design and standards for manufacturing by complying the standard quality control and assurance of the company.	It is clarified that these clauses of GCC and SCC are specifically for supply of the cranes as a custom built product after developing the design for first time and construction purely as per the specific requirement of the owner (IWAI). However, in case the cranes are supplied conforming to standard product with proven design and built it as per the standard norms of manufacturing, quality control and assurance having commercially acceptance with satisfactory performance, these clauses of GCC & SCC may not be applicable. However, the required informations with regard to standard product with commercially acceptance & good performance are to be submitted with requisite information.
15	-	One of the bidders requested to clarify at which stage of the construction or procurement of the cranes shall pass on the title & rights to the cranes.	It is to clarify that the title & rights to the cranes shall pass on to Authority, if any stage payment is released during design & construction period. In case, the payment is released on completion of the design, construction test trial & shipping the ownership shall be passed on only after such stage.
16	GCC clause 36.1	One of the bidders suggested to amend the force majeure clause by deleting the sentence such as <i>(other than among the contractor's employees), (above 7 magnitude on</i>	Not agreed to.

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		Richter Scale), (and are accepted as such by the Engineer in Charge, whose decision shall be final and binding)	
17	GCC clause 44	One of the bidders suggested for modifications in the (LD) Liquidated Damages in case of delay in completion of the work or supply of the cranes.	Not agreed to.
18	GCC clause 47.2	One of the bidders suggested that the provision available in the clause with respect to issue of certificate of completion are not applicable for the tendered work. Hence, it should be modified as follows: That the certificate of completion shall be deemed to have been issued on the Cranes being Commissioned (as defined above) or the Cranes being put to use by the Authority.	It is agreed that the certificate of completion shall be deemed to have been issued on the Cranes being Commissioned (as defined above) or the Cranes being put to use by the Authority.
19	GCC Clause 40-41	One of the bidders has suggested that right of terminating the contract by the bidders should be included in the tender/contract in case of occurrence of any of the following conditions. a. Delay beyond 7 days in issue of letters of credit (L/C) by the Authority. b. Material breach by the Authority/Engineer in charge of the provisions of the contract. c. Suspension of work by the Authority/Engineer in charge for a period of 60 days. d. Occurrence and continuation of a force majeure event for a period of 60 days. e. Occurrence of a force majeure event which makes the performance of the contract commercially unreasonable and impractical for the Contractor.	Not agreed to the suggestion and accordingly not considered and included.
20	GCC clause 52	One of the bidders requested for modification of the clause as follows: Authority shall provide a notice of 30 days to the Contractor prior to making	Agreed to the proposal.

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		such deductions and the Authority shall have the right to deduct only undisputed amounts.	
21	GCC Clause 55	One of the bidders suggested to amend the clause stating that GCC Clause 55 is required to be amended to state that the arbitration panel should be comprised either of one arbitrator appointed by mutual agreement of both the parties or the panel can be comprised of three arbitrators i.e. the parties can individually appoint an arbitrator and other two arbitrators shall appoint the third arbitrator.	Not agreed to
22	SCC clause 3	One of the bidders requested that the clause shall be the part of the scope of the work.	Agreed to. And accordingly, the bidders should confirm the availability of the spare parts for a reasonable period.
23	SCC clause 8	One of the bidders requested that this clause being very vague needs to be modified as follows: This contract shall be deemed to comprise supply / the design of Crane, construction, testing, installation of the Cranes equipment/machineries and delivery complete in working order in all respects of the Crane together with the equipment and all other things to be supplied in connection therewith and due performance, execution and completion of the work (as define in the GCC) all works, matters and thing necessary or proper for such construction, installation of equipment/machineries of delivery at the price hereinafter mentioned and accordingly the Contractor shall execute all works and find and supply all things which the Owner or the inspecting officer shall consider necessary proper according to the	Not agreed to. However, authority shall ensure that no payment shall be withheld without any explanation.

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		direction of the Owner or inspecting authority or officer and to their satisfaction according to the true intent and meaning of in accordance with this Contract and notwithstanding that any such work or things respectively may not be expressly mentioned or referred to in the said specification and the said plans and the Contractor shall not be entitled to any payment or allowance whatsoever in respect thereof unless such payment or allowance is, in the opinion of the Owner, occasioned on account of such modifications of the said Contract, as have been agreed to in writing by the Parties Owner.	
24	SCC clause 9(C)	<p>One of the bidder requested to amend the clause due to the arbitrary right of the inspector as follows:</p> <p>“The Contractor shall inform the Inspector in writing when any portion of the work is ready for inspection, giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work.”</p>	It is clarified that the need for inspection and right of the inspector as in this clause shall be applicable for the cranes if designed, built and supplied without proven design as already mentioned under item no. 10. In case the cranes are designed & built as per the standard design and standard construction procedures, quality control and assurance of the manufacturers the same shall not be applicable. However, the inspection shall be necessary for the cranes supplied by foreign bidders before the shipment to ensure that cranes are supplied confirming to the work order & specification.
25	SCC Clause 11	One of the bidders requested for further clarification with regard to the test and trials carried out before commissioning.	It is clarified that all the test & trial as agreed upon based on the offer of the successful bidder & accordingly work order

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		placed shall be only conducted after commissioning of the crane to demonstrate its performance.
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B. Technical queries			
Sl. NO.	Clause & Page	Clarification sought by Bidder	Comments of IWAI
1.	Technical specification	<p>One of the bidders requested to indicate.</p> <p>(i) exact dimension of the Pontoon on which the cranes are to be installed.</p> <p>(ii) Max. weight of the crane along with pedestrian mount if any for safe operation.</p> <p>(iii). Whether the cabin height will be adjustable or fixed.</p> <p>(iv.) The different types of hooks/buckets to be supplied.</p> <p>(v). Range of slew speed for the working speed of the crane to be clarified.</p> <p>(vi). The clarification regarding who will perform the stability test for pontoon with cranes.</p>	<p>It is clarified on the technical queries as follows:</p> <p>i. The approximate dimensions of the pontoon shall be as in the technical specification of the tender.</p> <p>ii. The maximum self-weight of the crane is to be limited 35 tonnes. However, it is required to indicate the max. self-weight of the crane in bidding stage.</p> <p>iii. The cabin height is to be adjustable type.</p> <p>iv. Only clam shell grab bucket of 2 cbm for cargo with density of 1.0 to 1.2 t/cbm.</p> <p>v. To range from 0 to 8 RPM.</p> <p>vi. The builder of the pontoon in association with crane suppliers.</p>

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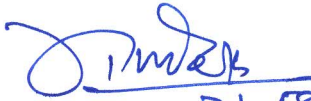
		<p>(vii). To clarify the purpose of Lifting Capacity at 75% of tipping & 85% of hydraulic capacity.</p> <p>(viii). The clause 30 of tender calls in for submission of 10% of contract value as performance security. Clarification is needed for in terms of the parameters that will be used to determine the performance of the equipment or/and reference to the clauses in the tender documents.</p>	<p>vii. This is based on a statutory European Standard. For safety reasons, the machines are to be designed for operation with 75% of lifting capacity (Tipping) and 85% of hydraulic capacity.</p> <p>viii. The defect liability period as it universally means is the period of time within which the contractor is contractually obliged to return to the construction/supply site to repair any defect and non-performance as per the contract Technical Specification which has appeared in the Contractor's/Supplier's work. This DLP as per the contract will commence on the completion of the work and will extend for twelve months to apply to the repaired and non-repaired parts of the work.</p> <p>The Technical Specifications may be referred to.</p>
2.		One of the bidders has requested to enclose the GA of the pontoon on which cranes are to	The preliminary GA of the pontoon is


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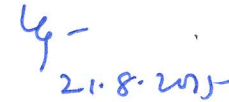
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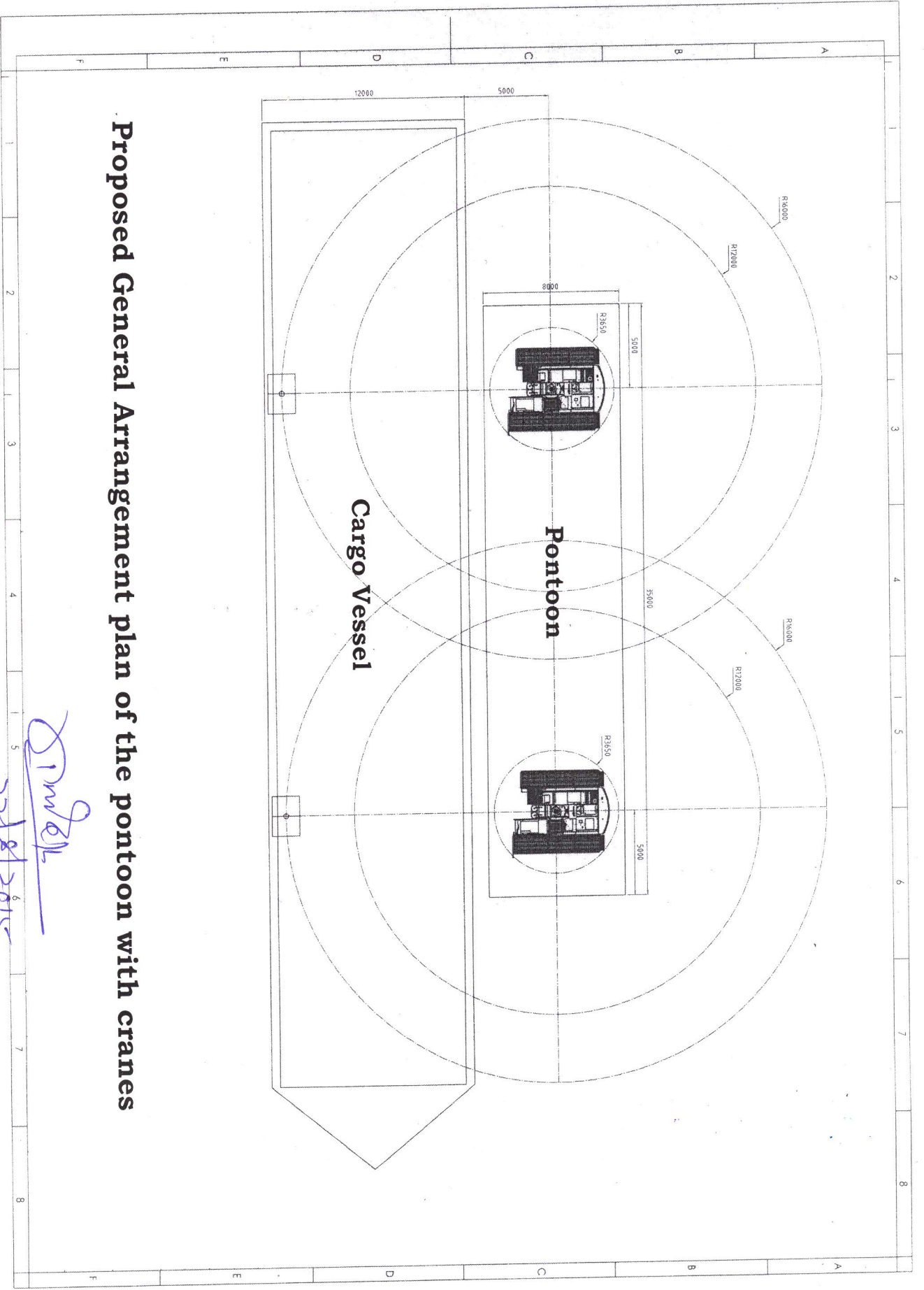
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		be installed.	attached for reference. Based on the same the supplier may examine the suitability of the crane for safe operation. The successful bidders may also advise to the pontoon supplier on the modification of the design & construction if any for ensuring safe operation.
3.		One of the bidder requested for clarification whether the machine requires the mounting on elastic foundation with turret/cylinder (to increase the height of the machine).	The Cranes are proposed to be fixed on the deck of the pontoon without any pylon.
4.		One of the bidders requested to consider the delivery period of the pontoon for 24 weeks after the issuance of letter of credit.	Agreed to & accordingly delivery period shall be 24 weeks from the date of issuance of word order.
5.		One of the bidders requested the exact place for delivery, installation and commissioning of the crane.	It is clarified that the cranes shall be delivered, installed and commission at Erada on NW-5 (Kani river systems), District of Jajpur, in the State of Odisha, India.


 (S Dandapat) 21.08.15
 Chief Engineer (P & M)


 (R P Khare) 21/8/15
 Member(Technical)


 (Pravir Pandey)
 Member(Finance)



Proposed General Arrangement plan of the pontoon with cranes

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REVISED AGREEMENT FORM

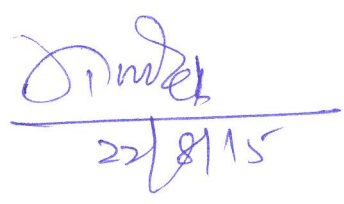
THIS AGREEMENT made this... .. day of 2015 BETWEEN Inland Waterways Authority of India, hereinafter called the Owner of the ONE PART AND M/s. an existing Company within the meaning of companies Act, 1956 having its registered office at..... as CONTRACTOR, which expression shall unless excluded by or repugnant to the context be deemed to include its successor in interest of the OTHER PART.

WHEREAS THE OWNER proposes to purchase of TWO CRANES for its own purpose and the CONTRACTOR has agreed to supply. The same on the terms and conditions mentioned below: -

1. The Contractor will design, construct/Supply and deliver at Erada, Dt. Jajpur, Odisha to the order of the IWAI, TWO NUMBER CRANE FOR ERADA TERMINAL ON NW 5, ODISHA in accordance with the subject to the conditions of contract, hereto annexed and marked and the specifications and schedule attached hereto all of which form part of this agreement.
2. The consideration payable therefore shall be the sum of Rs..... Payable as stated and on the condition expressed in Clause 14 of conditions of contract.
3. The following documents shall be deemed to form and be read and construed as part of the agreement viz:
 - a. Agreement
 - b. Special conditions of the contract
 - c. Technical specifications and drawings
 - d. General conditions of the contract
 - e. Cost schedule
 - f. Letter of acceptance
 - g. Instructions to bidders
 - h. Form of bid
 - i. Bid Notice

IN WITNESS whereof the IWAI has causedon their behalf to hereunto set his hand and the contractor has hereunto set his hand/the Company has caused its common seal to be affixed hereunto the day and year classification society above written.

- (a) Signed by the contractor above named in the presence of;
1.
 2.


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(b) * The common seal of was hereunto affixed pursuant to a resolution of the Board of Directorate passed at a meeting of the Board used on the Day of In the presence of

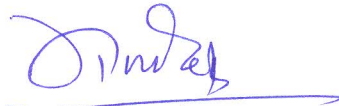
Witness

Signed by
(Director of the Company)

Witness

Signed by
For and on behalf of Inland
Waterways Authority of India
A-13, Sector-1, NOIDA (U.P) 201301

(*To be used in the case of a Company)


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Typical format of No Demand Certificate

This is to certify that all the warranty obligations during the warranty period of 12 months on the supply and performance of two diesel electrohydraulic cranes, installed & commissioned on the pontoon of Erada terminal as per the work order no. _____ has been carried out as per the provision of the contract entered with IWAI for the above supply. No due is pending with the contractor/supplier (Name) _____. Similarly, no due is pending with IWAI sub-office.

Officer-in-charge

Issued to:
To
Contractor/Supplier