

**MINUTE OF THE PRE-BID MEETING HELD ON 08.08.2012 AT 15.00 HRS. FOR
THE TENDERS FOR CONTRACT MANAGEMENT (MANNING, OPERATION &
MAINTENANCE) AND ONLY SUPPLY OF MANNING FOR THE VESSELS OF NW-1,
2 & 3.**

PRESENT

IWAI

1. Shri Deepak Das	Member (Fin.)
2. Shri S.S Pandian	Member (Tech.)
3. Shri S Dandapat	Chief Engineer (P&M)
4. Shri S Jayaraman	Executive Director (Fin.)
5. Shri A. Sarkar	Marine Advisor
6. Shri LK Rajak	Dy. Director (M)
7. Shri Ajeet Singh	Tech. Asst. (M)

REPRESENTATIVE OF THE FIRM/PROSPECTIVE BIDDER

1. Shri Sudip Roy	M/s A.C. Roy & Co., Kolkata
2. Shri A. Roy Choudhury	M/s Atanu Ganguly, Kolkata
3. Shri S. Paul Choudhury	M/s Subir Paul Choudhury, Kolkata
4. Shri Siddhartha	M/s Subir Paul Choudhury, Kolkata
5. Shri Basant Shinghi	M/s Eastern Navigation, Kolkata
6. Shri Raghvender Dubey	M/s Chinar Shipping, Mumbai
7. Shri Lavkush Mishra	M/s Pragati Marine Pvt. Ltd. Mumbai
8. Shri Manoj Kumar	M/s Noha Marine Services Pvt. Ltd., Mumbai
9. Shri A. Dhar	M/s Sinha & AVI Shipping Co. Kolkata
10. Shri K. Goswami	M/s Krisna Shipping & Logistics, Kolkata
11. Cap. P.K. Kapoor	M/s IMS Ship Management Pvt. Ltd., New Delhi
12. Shri Pawan Sood	M/s IMS Ship Management Pvt. Ltd., New Delhi
13. Shri Avik Naha	M/s Off Tech Inc, Kolkata
14. Shri Srihari Dalai	M/s KEI-RSOS Marine Ltd., Kakinada
15. Shri Nitish Tripathi	M/s West Coast Maritime Pvt. Ltd. Co., Mumbai

At the outset of the meeting, Chairman of the TEC welcomed all the representatives of the prospective bidders after a brief introduction of all present. The following queries were raised by the bidders and the clarifications of IWAI to the query raised are as given below:-

Sl. No.	Refer Clause / Page No.	Query	Clarification
1	Clause no. 2.2	Format of BG to submit EMD and security deposit have not been enclosed in the tender document.	B.G formats for EMD and security deposit have been uploaded in the web site. Same may be used as per the requirement.
2	Clause no. 27,28 &30	Whether the service tax on the monthly bill for reimbursement to be claimed with the monthly bill or otherwise.	Service tax shall be reimbursed on production of original receipt/document for the same. It shall be partially borne by the service provider (i.e Bidder) and partially by the receiver (i.e. IWAI) as per the relevant rules. Hence, the service tax already deposited for the previous month may be claimed alongwith the bill for the current month for reimbursement.
3	NIT SI.NO.5	Asked for the extension of the last date for submission of the tenders for at least one month after finalization and communication of the minutes of pre-bid meeting.	Agreed for extension of the date of the submission of tenders suitably and same will be intimated through corrigendum.
4	-	With regard to joint ventures, whether both the firms need to individually fulfill all the eligibility criteria for pre-qualification.	Joint venture is not allowed to participate in the tender.
5	Clause no.8	The security deposit of 10% of contract value may be paid as follows:- (i) 2% of EMD amount to be converted to SD in respect of successful bidder. (ii) 5% performance security to be deposited before signing of agreement. (iii) Balance 3% to be recovered from monthly running bills.	The request has been considered and agreed as follows:- (i) 2% of EMD to be converted to security deposit. (ii) 5% Security Deposit to be furnished before signing of agreement. (iii) Balance 3% to be recovered @ 10% from the running bills.
6	Clause no.9	With regard to the refund of Security deposit it was requested by the bidders that the provision made in the clause to return the	Not agreed to.

		S.D. less any amount due on demand or on payment of the amount of the final bill payable in accordance with clause 22 of contract "whichever is later" may be changed to "whichever is earlier."	
7	Clause no.27	The monthly remuneration (i.e wages of the crew) including the statutory allowances, contractors profit and overhead as estimated and indicated in the schedules was not adequate and also do not meet the provision of Minimum Wages Act. Hence IWAI may revise the estimated wages taking into consideration of the above as well as provision for leave reserve, transport allowances, provision allowances etc. .	It is clarified that the above estimate has been prepared based on the rate obtained for a similar contract management of the dredging units. However, bidders may assess the monthly remuneration as assessed necessary for the deployment of qualified, experienced and competent crew considering various factors as already mentioned in clause no. 26 of the tender including statutory allowances, profit and overhead expenditure of the company as well as extra payment if any to be paid for normal operating hrs. of 8 hrs. as indicated in clause no. 35. However, occasionally if situation demands, the vessel may have to be operated extra 2 hrs. only for which no extra payment will be made. The provision for other expenditure such as leave reserve for the crew, transportation allowances, provision allowances etc. shall also be included accordingly. Hence the bidder may quote the rate by taking into account all these factors.
8	-	Requested for payment of over time allowance to crew for performing duties beyond normal duty of 8 hours.	It is clarified that as per clause no. 35 normal operating 8 hours for the vessels shall be during 06.00 hrs. to 18.00 hrs. of the day. Hence, this aspect may be considered by the bidder for assessing the monthly wage. In case the vessel is operated on holidays, payment shall be payable as per rates applicable to crew of IWAI for actual hours of extra duty performed as indicated below:- <ol style="list-style-type: none"> 1. For all category on holiday @ Rs 21.15/- hrs. and max. 8 hrs. in a day. 2. The total O T A is admissible for

			maximum 40 hrs. in a month.
9	NIT Clause no.4	NIT clause no. 4 stipulates that manning, operation & maintenance of vessels of different kinds under construction shall have to be carried out during the contract period on the same rates as prevailing at the time of delivery/ commissioning of vessels on same Terms & Conditions . Hence, It was suggested that the tenders should be limited for the existing vessels only.	Clause no. 4 of NIT is deleted.
10	Price Schedule	For better operation of the Survey Launches, 6 nos. Crew comprising of one Master -2nd Class, one Driver- 1st Class, one Greaser, two Lascars and one Cook having total six nos. may be provided for each launch.	Total complement of 5 nos. crew for each launch is to be deployed including one Master and one Driver & the suggestion for increase in number of crew is not agreed.
11	Price Schedule	Requested for providing one supervisor for three survey launches covered under one schedule as tenderers are free to quote for single schedule.	Agreed for to include one Supervisor for three launches covered under each schedule.
12	-	Requested to reimburse the cost involved in periodical change of mobile and lubricants of the Engines.	It is clarified that this has to be accommodated in the rates to be quoted for running charges in the respective schedules.
13	Clause no.44	Requested that the Escalation of emoluments @ 10% per annum may be provided in place of@ 5% provided in the tender documents.	Not agreed to.

14	Clause no.2.1 (a) & (b)	Whether the power of attorney in case of proprietorship firm for entering into the agreement with IWAI will be necessary.	Agreed that power of attorney is required for signing the agreement.
15	Price Schedule	Details of fuel consumption per hour may be provided to calculate the hourly running charges of Engines.	The details of the running hrs. during working season & lean season including laid up period alongwith HP of the Engines have been provided in each schedule separately to facilitate working out the rates.
16	Clause no.30	Requested for a clarification with regard to the minor repair & major repairs and the method to be considered for attending the repair work and also reimbursement of the repair cost.	All repairs including replacement of spare-parts and consumables whose aggregate cost assessed to be at Rs 25000/- per month per vessel (estimate) or the price quoted by the bidder being less or higher than above estimated cost is considered as repair and maintenance work and same shall be reimbursed by IWAI alongwith monthly bill duly certified by Mech./Marine Engineer. In case the monthly repair and maintenance cost becomes higher than quoted price by the bidder against item-III of price schedule shall be considered as a major repair and amount reimbursed as per actual subject to prior approval of the EIC. The log book or case history in this regard to be maintained for both monthly repair/ replacement of POL & consumables and major repair and same shall be certified by EIC or his representative. Accordingly the first paragraph of clause no. 30 will stand deleted. Further, the word periodical repair appearing in the first line of the 2 nd paragraph of clause 30 may be treated as deleted.
17		In case procurement of the spare-parts for the annual/ dry-docking repair work is carried out by the contractor; the cost of the procurement should be reimbursed with the service charge @ 10% of the cost of the spare-parts.	Agreed to the suggestion.

18	Clause no.29.1	Handing over of vessels to successful bidders for contract management shall be free of any encumbrance and disputes.	Vessel will be given without crew.																																																												
19	Clause no.26	Provision for providing the site by IWAI for dumping and disposal of dredged material should be included in the tender of contract management of the dredging units of NW-3	Bidders shall make best effort for arranging the disposal sites & IWAI may assist in the process, but the responsibility rest with the contractor.																																																												
20		Minimum dredging output of 1,00000 cu.m for one dredging season in respect of NW-3 should be reduced considering the various prevailing factors. It was also suggested for the waiver of penalty/ incentives with regard to achieving the prescribed annual output of dredging.	<p>The revised minimum dredging out-put now shall be 50,000 cu. mt. per annum during the dredging season of 7 months. The revised rate of Penalties and Incentives as in clause no. 39. Shall be as follows</p> <table border="1"> <thead> <tr> <th>Sl.N O.</th> <th>Min. Targeted Output(Cu. m)</th> <th>Achieved Output(cu. m)</th> <th>Penalty</th> <th>Achieved Output(cu. m)</th> <th>Incentive</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>50,000</td> <td>50,000</td> <td>Nil</td> <td>50,000</td> <td>Nil</td> </tr> <tr> <td>2.</td> <td>50,000</td> <td>48,000</td> <td>2%</td> <td>52,000</td> <td>2%</td> </tr> <tr> <td>3.</td> <td>50,000</td> <td>46,000</td> <td>4%</td> <td>54,000</td> <td>4%</td> </tr> <tr> <td>4.</td> <td>50,000</td> <td>44,000</td> <td>6%</td> <td>56,000</td> <td>6%</td> </tr> <tr> <td>5.</td> <td>50,000</td> <td>42,000</td> <td>8%</td> <td>58,000</td> <td>8%</td> </tr> <tr> <td>6.</td> <td>50,000</td> <td>40,000</td> <td>10%</td> <td>60,000</td> <td>10%</td> </tr> <tr> <td>7.</td> <td>50,000</td> <td>38,000</td> <td>12%</td> <td>62,000</td> <td>12%</td> </tr> <tr> <td>8.</td> <td>50,000</td> <td>36,000</td> <td>14%</td> <td>64,000</td> <td>14%</td> </tr> <tr> <td>9.</td> <td>50,000</td> <td>34,000</td> <td>16%</td> <td>66,000</td> <td>16%</td> </tr> </tbody> </table>	Sl.N O.	Min. Targeted Output(Cu. m)	Achieved Output(cu. m)	Penalty	Achieved Output(cu. m)	Incentive	1.	50,000	50,000	Nil	50,000	Nil	2.	50,000	48,000	2%	52,000	2%	3.	50,000	46,000	4%	54,000	4%	4.	50,000	44,000	6%	56,000	6%	5.	50,000	42,000	8%	58,000	8%	6.	50,000	40,000	10%	60,000	10%	7.	50,000	38,000	12%	62,000	12%	8.	50,000	36,000	14%	64,000	14%	9.	50,000	34,000	16%	66,000	16%
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21	NIT	With regard to eligibility criteria one bidder requested to clarify whether vessel operators are eligible to bid.	It is already indicated in the NIT that vessel operators may also participate in the bidding.																																																												
22	NIT Clause	Whether certified documents in respect of ESI, PF etc. are pre-	Yes																																																												

	no. 2(iii)	requisite for bidding.	
23	Clause no.45	With regard to payment during dry-docking repair it was pointed out by bidders that 14 days for dry-docking repair is not sufficient as it depends on many factors like sanctioning of estimates, tendering, availability of surveyor, increase in qty. of items of works, availability of dry-dock, availability of spare-parts etc. Hence full payment may be allowed in place of 2/3 for the entire period of dry-docking.	Full payment of wages to crew is agreed provided all crew are present for actual days of dry-docking limited to 45 days excluding the period of transportation of vessel from place of working to dry-dock and back.
24		Requested to make arrangement for inspection of the vessels at suitable locations.	The interested bidders may contact the field Directors at Patna, Kolkata, Guwahati & Cochin on the addresses available in the website and make necessary arrangement with them to inspect the vessels under jurisdiction of respective Directors.

(Deepak Das)
Member (Fin.)
(P&M)

(S.S Pandian)
Member (Tech.)

(S Dandapat)
Chief Engineer

CORRIGENDUM

The last date for submission of the bid documents for the tenders for contract Management (Manning, Operation & Maintenance and only supply of Manning for the vessels of NW-1, 2 & 3 has been extended upto 24th September 2012 upto 15.30 hrs. (IST) and technical bids shall be opened on same day at 16.00 hrs. The Minutes of the pre-bid meeting has been uploaded in the official web site of IWAI i.e. [http:// www.iwai.nic.in](http://www.iwai.nic.in). and same shall also be part of the tender.

(S.DANDAPAT)
CHIEF ENGINEER(P & M)