National Competitive Bidding for CAMC and O&M of RIS Stations – Phase -II (Farakka=Patna Stretch of NW-1) on National Waterway No. 1 under JMVP-II(Arth Ganga) MINUTES OF PRE-BID dt 07.06.2022 Tender ID : IFB NO-IN-IWAI-295766-NC-RFB Issued on 25.05.2022 CPP Portal Tender ID: - 2022_JMVP_690854_1

Reply to Pre-Bid Queries in response to Pre-bid meeting dated07.06.2022

Sr. #.	Page No./ Clause No.	Contents as per the Tender	Query	Reply
1.	Page No. 76, Clause No. 2	CAMC and O&M of 7 Nos. of RIS Stations	Are there 6 RIS Station or 7? Kindly Clarify.	There are 6 RIS Stations namely Manihari, Bhagalpur, Mungher, Barh, Hatidah & Patna including one Control Station.
2.	Page No. 78, Clause No. 2,I (last bullet)	RIS Phase is to be integrated with RIS Phase-II and Phase-III	Is it RIS Phase I or II ?	It is RIS Phase-II and to be integrated with RIS Phase-I and III.
3.	Pg. No. 79, Clause No. b) i)	The manager shall be a degree holder in electronic & communication engineering or trained by IALA certificate holder	As per IALA guidelines, it is not required that manager should be Electronic & Communication Engineer, but it is mandatory that Manager should have valid certificate of V103 / 1 , V103/2 & V103/3 from any IALA / DGLL accredited institute. One of the modules of IALA course is about Nautical Science which is very much essential for this type of job because he has to guide the vessels through the operators and has to deal with many other nautical issues. V103/2 emphasize how to take work from VTS	Tender condition prevails.

Sr. #.	Page No./ Clause No.	Contents as per the Tender	Query	Reply
			operators, how to deal in emergency situation, how to prepare and produce the managerial information system, how to prepare SOP and how to implement it. Therefore, it is essential for the Manager to first learn and get certificate of V103/1, which is all about the operation, communication and nautical science. If Manager is not having knowledge of V103/1 then he will not be able to guide operators adequately. At the same time, V103/3 is all about On Job Training. Therefore, familiarization with equipment, software and familiarization with local water, torine, weather condition and traffic. It is also about the rules & regulation applied to local traffic. Therefore, as per IALA guidelines for a manager, V103/1, V103/2 and V103/3 are mandatory. If Manager is certified by IALA accredited Institute, no other qualifications are required.	
4.	Pg. No. 79, Clause No. b) ii)	Operator shall be diploma holder in electronics & communication engineering or Ex. Petty Officer/ Chief Petty Officer	,	Tender condition prevails.

Sr. #.	Page No./ Clause No.	Contents as per the Tender	Query	Reply
		after the training has been imparted.	from IALA/DGLL accredited institute, then it is more than enough because these IALA designed courses and imparting all necessary knowledge for RIS/VTS operations.	
5.	Pg. No. 80, Clause No. IV, I (8 th bullet)	Sagar Farakka Stretch	Is it Farakka-Patna stretch?	May be read as "Farakka- Patna"
6.	Page No. 82, Clause No. 3, Bullet no. 3,4,5 & 6	Seamless VHF Communication is integrated with existing system	To have a seamless VHF voice communication and to have a seamless data flow between all three phases of RIS, we require same kind of hardware and software in complete stretch of RIS. Since the different operators are using different hardwares and different softwares, it is not possible and therefore, instead of asking seamless VHF voice communication and seamless data transfer system, there should be a simple mechanism of handing and taking over traffic and data between all phases throughout the stretch using internet.	It may be understand as "smooth transfer of traffic data over VHF communication between adjacent RIS stations. No communication gap should be there"
7.	3/153 (page-iii/NIT)	Supply of technical man power for monitoring vessels operation through River Information system established as RIS Phase-II and comprising of 5 remote (base station site) at the Manihari, Bhagalpur, Mungher, Barh, Hatidah with	Text and locations need revision. Please rectify	"Supply of technical man power for monitoring vessels operation through River Information system established as RIS Phase-II and comprising of 5 remote (base station site) at the Manihari, Bhagalpur, Mungher, Barh, Hatidah

Sr. #.	Page No./ Clause No.	Contents as per the Tender	Query	Reply
		1 control centers at Farakka and GR Jetty. Both the control stations monitors the vessels plying in this river stretch via Automatic Identification System (AIS) and communicate with Vessels via VHF.		with 1 control station at Patna. Both the control stations monitors the vessels plying in this river stretch via Automatic Identification System (AIS) and communicate with Vessels via VHF"
8.	17/153 (Page-10/ clause 7.1)	The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.	1 · · · · · · · · · · · · · · · · · · ·	The Contact point is The Director ,IWAI, Patna and Director, IWAI, Kolkata Email ID dirpat@iwai.gov.in dirkol.iwai@nic.in
9.	19/153 (Sec- III/Clause- 12.5/Page-11)	In addition to the requirements under ITB 12.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered	Please provide the acceptable format for the same	Attached as "Annex-A"

Sr. #.	Page No./ Clause No.	Contents as per the Tender	Query	Reply
		into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.		
10.	41/153 (Sec- III/Clause-2.2 (f)/Page-34)	The joint venture agreement should be registered in India so as to be legally valid and binding on members. The Lead Member of JV shall at all time during the execution of contract equity equivalent to at least 51% of the subscribed and paid up capital of the registered JV entity. Further, other JV members shall hold at least 26% of the subscribed and paid up capital of the registered JV entity.	These statements clearly indicate that for the purpose of the execution of this contract, the bidder, if a JV must form a new "registered JV entity" or be an existing JV entity having its own PAN, GST registrations etc. Please confirm that our understanding is correct. In our past experience this is a must for World Bank tenders	Yes, JV partners should submit a letter of intent duly highlighting the role of each partner and their shareholding pattern.
11.	42/153 (Sec-	The information needed for Bids submitted by joint	These statements clearly indicate that for the purpose of the execution of this	Refer S.No-10 above
	ÌII/Clause-2.4	ventures is as follows:	contract, the bidder , if a JV must form a	

Sr. #.	Page No./ Clause No.	Contents as per the Tender	Query	Reply
	/Page-35) Joint Ventures	Proposed share holding pattern of the intended JV which would be registered, if successful.	new "registered JV entity" or be an existing JV entity having its own PAN, GST registrations etc.	
			Please confirm that our understanding is correct	
			In our past experience this is a must for World Bank tenders	
12.	42/153 (Sec- III/Clause-2.4 /Page-35) Experience	For this purpose, the "Similar Works" means, Works successfully completed on Supply, Installation, Overall Maintenance, Security & CAMC for RIS system OR Vessel Traffic Management System (VTMS)/ OR installations of Marine Survey equipment such as Echo sounder, DGPS, Radar, Communication equipment's etc. in that order.	carried out in form of JV, how the credentials of the JV partners shall be	the proportion of the shareholding
13.			We wish to highlight that the works in India for such nature of works are very different and present challenges unknown / unheard of in other countries. We request that work experience only of works done in India be considered for the purpose of evaluations and qualifications	The bidder is deemed to have acquainted himself with the site conditions before submitting his bid.

Sr. #.	Page No./ Clause No.	Contents as per the Tender	Query	Reply
14.			Please provide an escalation factor of minimum 10% per annum for the purpose of arriving at the value of works as is done in most Indian Government tenders	
15.	42/153 (Sec- III/Clause-2.4 /Page-36) Experience	OR installations of Marine Survey equipment such as Echo sounder, DGPS, Radar, Communication equipment's etc. in that order.	 Does this imply that for this category of works no experience is required to be demonstrated for the Supply, Overall Maintenance, Security & CAMC. i.e. to say that "only installation experience" will be sufficient while for the RIS, VTMS - Supply, Installation, Overall Maintenance, Security & CAMC experience is a must? If yes then this seems to be a biased qualifications conditions and may be kindly rectified. 	Echo sounder, DGPS, Radar, communication equipment's etc. in
16.			In addition it may also be deliberated for amendment as the category of works specified in this section are very different and in our humble opinion not in line with the work to be carried out as per the tender	(Tender condition prevail)
17.	56/153 (Sec- III/Clause-2.0 (f) /Page-34) Experience	2. Financial Standing of the Bidder	Please provide the minimum qualifications of the JV members as per this clause in %.	Kindly refer section III/ 2.2 (f)

Sr. #.	Page No./ Clause No.	Contents as per the Tender	Query	Reply
18.			Please elaborate if a foreign JV member entity if bidding also has to provide financial credit facility availability statement from Indian Nationalised Bank	
19.		General	 Kindly confirm that any increase in the minimum Wages or other statutory levies like ESI, PF etc. by the government shall be paid in addition to the contract sum per person during the duration of the contract. It is impossible for any bidder to be able to account for such increases in the future after the award of contract Please specify if the regulations of Bihar / Jharkhand / UP have to be considered as the order is likely to be placed from UP, but sites are in Bihar and Jharkhand 	included in the rates and quoted accordingly. For settlement of disputes under
20.	72/153 (item 1.04 /Page-65) Activity Schedule	System Up gradation of 06 No Control and base satiations equipment (One time only)	Please provide the scope of work, so that all bids are at par	Placed at Annex-B
21.	72/153 (item 1.05) /Page-65) Activity Schedule	Fuel Expenses	 It is impossible to imagine or calculate the fuel expenses. No bidder can calculate the future power cuts at site, which incidentally are frequent given the remote locations and poor power conditions 	No Changes. Tender conditions prevail.

Sr. #.	Page No./ Clause No.	Contents as per the Tender	Query	Reply
			Kindly make this a measurable item	
22.	72/153 (item 1.06) /Page-65) Activity Schedule	Bonus for the operators	Please specify if the regulations of Bihar / Jharkhand / UP have to be considered as the order is likely to be placed from UP, but sites are in Bihar and Jharkhand	Refer S.No-19 above
23.	72/153 (item 1.06) /Page-66) Activity Schedule	Bonus for the reserve operators	Please specify if the regulations of Bihar / Jharkhand / UP have to be considered as the order is likely to be placed from UP, but sites are in Bihar and Jharkhand	Refer S.No-19 above
24.	73/153 (item 3) /Page- 66) Activity Schedule	Civil/Electrical/General Maintenance for 03 Years	Please provide scope of this item so that all bids are at par	Placed at Annex-C
25.	73/153 (item 4) /Page- 66) Activity Schedule	Battery Replacement Charges for 03 Years	Please provide scope of this item so that all bids are at par	The provision for battery replacement once may be indicated in the quoted cost.
26.	74/153 (Note4) /Page- 69) Activity Schedule	4. It may be noted that the successful bidder will have to pay the wages equal to the minimum salary/remuneration mentioned in the table under "Form Fin- 1A: Any variation	Text and locations need revision. Please rectify	May be read as "4. It may be noted that the successful bidder will have to pay the wages equal to the minimum salary/remuneration mentioned in

Sr. #.	Page No./ Clause No.	Contents as per the Tender	Query	Reply
		in minimum wages clause by CLC or WB Govt (whichever is higher) shall be paid by IWAI. The bidder will submit necessary notification and proof of payment. Any variation in minimum wages clause by CLC or WB Govt (whichever is higher) shall be paid by IWAI. The bidder will submit necessary notification and proof of payment.		the table under "Form Fin- 1A: Any variation in minimum wages clause by CLC or Bihar/Jharkhand Govt (whichever is higher) be paid by the contractor. The bidder will submit necessary notification and proof of payment. Any variation in minimum wages clause by CLC or Bihar/Jharkhand Govt (whichever is higher) shall be paid by IWAI. The bidder will submit necessary notification and proof of payment." The contractor shall include the wages/ statutory dues in quoted price.

Sr. #.	Page No./ Clause No.	Contents as per the Tender	Query	Reply
27.	122/153 Section-IX /Page115/ Item 7.1	h. The Contractor shall have own test and repair centre facility with all special test instruments required for repairs and testing including field checks. Also the contractor shall have trained and experienced engineers for repairs of PCB containing Surface Mounted Devices fitted in the system. The contractor shall furnish documentary evidence to the above, which shall, if required, be verified by the Authority.	Please specify what instruments etc. are expected for the purpose of this clause	Tender condition prevails.
28.	118/153 Section-IX /Page111/ Item 3.8.1	The liquidated damages rate is 0.05 percent per day on pro-rata basis per site. The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price.	Please clarify applicability (on contract or unexecuted part of contract)	Tender condition prevails.
29.	122/153 Section-IX /Page115/ Item 7.1 (i)	i. The Contractor shall stock all spares and complete spare system having configuration equivalent or better than the configuration of the respective system	Please provide a "minimum requirement" for the same so that all bids received are at par	The bidder shall assess the actual spare parts requirement as per the stipulated period of CAMC as mentioned at clause 2.3 of Section IX page-110 of contract and quote accordingly.

Sr. #.	Page No./ Clause No.	Contents as per the Tender	Query	Reply
		being maintained for immediate replacement at the site. The authority, at its desecration, may visit and verify such facilities		
30.	84/153 Section-VII /Page77/ clause 2.c)	In addition to the lease line a secondary backup connectivity (MW/ RF Link/ VSAT) is proposed for which the Contractor has to enter into SLA with the service provider and pay the charges to the vendor.	Please specify which technology has to be used as this will help in obtaining bids at par	It is at the sole discretion of the bidder. The Clause 2 (c) of Employers requirement Part-II is self-explanatory.
31.	Section-VII /Page76/ clause 1.3 (ii))		As RIS II Phase has complete solution (Software/Hardware) from M/s Periskal CVBA Belgium, if Bidder is required to have a exclusive support letter from OEM M/s Periskal CVBA?	certificate from any OEM.
32.			We do not see mention of a Bonus clause for team at site per government regulations? Also EPF/ESIC will be deducted from Salaries mentioned in the tender for operator/engineer? please clarify	Refer 19 above
33.			Bank Credit Line letter - If letter issued from M/s Periskal CVBA for support and Credit line for Indian bidder firm will be	Refer 18 above

Sr. #.	Page No./ Clause No.	Contents as per the Tender	Query	Reply
			accepted in place of bank letter?	
34.			EMD can be paid Online thru RTGS? in	Refer ITB 20.1 and 20.3 (d)
			place of DD ?	

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20
AMONGST
1. { Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)
AND
2. { Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)
AND/OR
3. { Limited, a company incorporated under the Companies Act, 1956} and having its registered office at

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- (A) Inland Waterways Authority of India (the "Authority"), has invited Bids (the "Bids") by its Request for Bid dated (The "tender Document" for "....." (The "Work")
- (B) The Parties have read and understood the TENDER Document and are interested in jointly bidding for the Project as members of a JV/Consortium and in accordance with the terms and conditions of the TENDER document and other TENDER documents in respect of the Project, and
- (C) It is a necessary condition under the TENDER document that the members of the JV/Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the TENDER.

2. JV/Consortium

2.1 The Parties do hereby irrevocably constitute a JV/consortium, ______ (Name of JV, separate entity from partners) for the purposes of jointly participating in the Bidding Process for the Project.

2.2. The Parties hereby undertake to participate in the Bidding Process only through this JV/Consortium and not individually and/ or through any other JV/consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the JV/Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 1956, as the O&M Contractor; in whose subscribed and paid up capital, the Preferred Bidder i.e. the parties herein shall collectively hold 100% equity during the License Period.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- Party of the First Part shall be the Lead member of the JV/Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV/Consortium during the Bidding Process and until the signing of the tender for "The Work" when all the obligations shall become effective;
- (b) Party of the Second Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the tender for "The Work". Notwithstanding anything contained in this agreement, party of the second part shall not be absolved of any of its obligations /liabilities/responsibilities merely because party of the first part has been designated as the lead member, and shall be individually equally liable / responsible to the same extent as the Lead Member.
- (c) Parties shall jointly and severally endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Authority, in accordance with the terms and conditions specified in the TENDER

Documents and such other agreements/Contracts/Work Orders as may be executed from time to time between the Authority and the JV/Consortium's Special Purpose Company.

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the tender for "The Work, till such time as prescribed in accordance with the tender for "The Work".

6. Shareholding

- 6.1 The Lead Member of such Preferred Bidder JV/consortium shall at all time during the License Period hold equity equivalent to(as per clause 6.9.2) of the subscribed and paid up capital in the special purpose company incorporated by the parties to work as the contractor. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold(as per clause 6.9.3) equity in the subscribed and paid up capital contractor during the License Period; Provided however that Authority may in its sole and absolute discretion permit a JV/consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the contractor.
- 1.2 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for "The Work".

7. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii)Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- (e) Such Party has read and understood the tender Documents and is executing this Agreement for the purposes as recorded hereinabove out of its own free will;

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for "The Work" is achieved under and in accordance with the tender for "The Work" in case the Project is awarded to the JV/Consortium. However, in case the JV/Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of the LEAD MEMBER

(Signature)

(Name)	
(Designation)	
(Address)	
SIGNED, SEALED ANI	D DELIVERED
For and on behalf of	For and on behalf of SECOND PART
(Signature)	
(Name)	
(Designation)	
(Address)	
In the presence of:	
1)	
2)	
Notes:	
v	xecution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by wand the charter documents of the executant(s) and when it is so required, the same should be unde

common seal affixed in accordance with the required procedure.

- Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
- For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Annex-B

System Up gradation: - The following are intended to be covered under System Up gradation

- 1. VHF solution to be upgraded.
- 2. The RIS software needs to be regularly upgraded with the latest updates.
- 3. IT peripherals Servers/ Workstation to be considered for up gradation.
- 4. All the systems should be upgraded to the latest OS.
- 5. The Routers/ switches needs to be graded.
- 6. Any changes arising out of PIANC guidelines are to be catered.
- 7. Met sensors are to be upgraded.
- 8. The cables wherever found to be brittle/ cracked needs to be changes.
- 9. The display systems needs to be upgraded at all location.

The list is not exhaustive; bidder may be required to take into consideration the changes in software or hardware compliances and also should take into account the necessary up gradation in respect of list of equipment provided in the tender document.

Annex-C

Civil/Electrical Works

- 1. The repair and maintenance of porta cabin (exterior/interior) and painting is to be done.
- 2. The Air Conditioners, bunks, furniture, kitchen items wherever need arises must be replaced/upgraded.
- 3. The necessary electrical supply and change of switches/ plugs/ socket/ DP etc is to be carried out as and when required.
- 4. The electrical wiring wherever found to be damaged/ cracked or found brittle needs to be replaced.
- 5. The regular maintenance and upkeep of premises is also to be carried out.
- 6. Sanitation/ hygiene is also within the scope of the contractor.
- 7. All the exterior fittings around the premises also needs to regularly maintained and upgraded.