<u>Pre-Bid Clarification on Bidding Document for Tender No. IWAI-15013/2/2025-Hy for "O&M and Comprehensive Annual</u> <u>Maintenance Contract (CAMC) of RIS Station under Phase-III (Patna to Varanasi) in NW-1"- Pre-Bid held on 08.07.2025</u>

Sl. No.	Clause & Sub-Cl & Ref. Page Number	Content of the clause	Clarification Sought	Response by IWAI
1.	Section-V, Page no 48	Sr.no 5 of BoQ, Repair/Supply, Installation, Integration & Commissioning of equipment at Swaroopganj Base station to make operational as per tender (One time Only)	In original BoQ sr.no 5 its mentioned equipment at Varanasi, according to tender BoQ its Swaroopganj need clarification.	No such clause found.
2.	Section-VI, Page no 51	Land Lease, Maintenance of Porta Cabins, electricity bills, WPC License fee of RIS Stations is being carried out by IWAI.	 In section VI , page no 55 IV-ii it is mentioned that maintenance of Porta cabin shall be responsibility of contractor. 1. Please confirm that the following would continue to be in IWAI scope during CAMC: Maintenance of porta cabins. Paying of electricity bills. WPC Licence fee Maintenance of air conditioning. 	Refer page no. 47, the Land Lease, electricity bills, WPC License fee of RIS Stations is being carried out by IWAI.
3.	Section-VI, Page no 51	Internet Services and WAN- All the existing RIS Stations has been provided with MPLS connectivity through BSNL at all the 6 Control/Base Stations. 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 for which reimbursement will made on producing of supporting document/bill The BoQ caters for this services.	Secondary connectivity is only mentioned with (MW/RF Link/VSAT), Requested to add secondary MPLS lease line other than BSNL service provider for backup connectivity.	Refer page no. 48, "All the existing RIS Stations has been provided with MPLS connectivity through BSNL at all the 4 Control/Base Stations. The existing lease is to be replaced with Jio/Airtel for connectivity by the successful bidder for which the Contractor has to enter into SLA with the service provider and pay the charges to the vendor. The BoQ caters for this services".
4.	Section-VI, Page no 51	All the RIS Stations has been provisioned with 2 nos. Porta Cabin of size 20 ft x 8 ft x 8ft. One of	Please specify about supporting documents for reimbursement.	Refer page no. 48, under clause 3(d) of Section VI "TOR".

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		the porta cabins houses the equipment's and simultaneously office also. Other Porta Cabin has been provisioned for accommodation of operators and requisite furniture, kitchen appliances has been provided therein. In addition, to this the land within the premises is to be maintained in neat and tidy form of RIS premises		
		are within the scope of Contractor for which reimbursement will made on producing of supporting document/bill		
5.	Section-VI, Page no 52	This will entail provision of qualified manpower(as described below) to ensure round the clockoperation of RIS Stations. The RIS Stations inpast has been successfully utilized for crisismanagement during the various cyclone. Thedetails of manpower required station-wise is asfollows.S.No. Station Operator/Technician Manager1)Zamaniya 32)Ramnagar, 31)Zamaniya 32)Ramnagar, 33)Govindpur 34)Maujampur 3-Total 121	operator and manager.	Refer page no.50 of tender document.
6.	Section-VI, Page no 52	The equipment's installed at 4 nos. RIS Stations are as per the list at Table-1 of ToR. All these equipment are in working condition. A joint survey, including existing contractor, if available, successful bidder and a representative of IWAI officer shall carryout Handover Takeover inspection jointly. A Handover- Takeover Report shall be sign by all three above	Since the system is handed over in month of August 2024, there is no liability on Elcome either on repair or replacement of any equipment.	Tender condition prevails.

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		mentioned parties. If during this inspection if any equipment is found faulty, same will be either repair/replaced by the previous (existing) contractor or IWAI shall pay to new contractor to repair/replace the defective equipment.		
7.	Section-VI, Page 58	The successful bidder has to ensure integration of RIS Phase-III with Phase-I & II. No extra amount is to be paid for license/upgrade required to be carried out for integration. All shall be deemed to be included in the contract price.	For integration of Phase I and Phase II Protocol to be shared by IWAI.	Protocol will be shared by IWAI.
8.	Section-VI, Page 61	The contractor's engineer may visit the sites, every month, for checking the health of the system and for carrying out the preventive maintenance, if required. However, the breakdown maintenance shall be carried out immediately, but not later than 48 hours from the time of reporting. During the CAMC period, no escalation clause shall be entertained.	 Visit frequency of previous CAMC was every quarter. The health of each equipment is available at control station. Request visit frequency to be amended to every quarter. 	Tender condition prevails.
9.	Section-VII, Page 68	A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as the earnest money in the form of RTGS will amount to security deposit of 5% of the contract value of work.	This clause may please be deleted. If required, 5% security deposit may be taken as a bank guarantee.	Tender condition prevails.
10.	General	General	CAMC will not include repair towards damages done due to following:1. Physical damage to equipment or cables not attributable to contractor employed personnel.	Only force majeure clause will be applicable as per tender.

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			2. Force majeure.	
11.	Act of God		Any equipment rendering unserviceable due to Lightening, Floods, Earthquake, Cyclone etc. will be repaired or replaced at an additional cost.	Force majeure will be applicable as per tender clause.
12.	Licences		IWAI shall assist with required Documents & licences facilitating import of required spares/equipment.	The liaising with WPC has to be done by successful bidder without additional cost.
13.	BoQ		Adding value in GST is giving wrong calculation.	BoQ is found correct.
14.	NOTICE INVITING E- TENDER, Clause No. 1.3, Scope of work, Pg. No. 6	"O&M andPhase-I (FarakkaHaldia)". IWAI hasPhase-I akin . The Phase-I of the RIS	We would like to point out that this clause refers to Phase-I, whereas it should correctly mention Phase-III (Patna to Varanasi) in NW-I. We believe this is a typographical error. Kindly confirm and amend the clause accordingly to reflect the correct project phase.	The Phase-I may be read as Phase-III (Patna to Varanasi).
15.	Section II, Clause No.10 (iv), Page No. 20	It may be noted that the successful bidder will have to pay the wages equal to the minimum salary/ remuneration to the deployment of technical manpower on outsource basis every month through RTGS to the respective bank account(s) of the outsourced staff and submit the proof.	We would like to bring to your attention that salary payments are subject to various dynamic factors such as Leave Without Pay (LWP), Tax Deducted at Source (TDS), and other statutory deductions such as Provident Fund, Professional Tax, etc. As a result, the actual payment figures reflected in bank statements may not align precisely with the amounts specified in the BOQ. This variance is a matter of mutual understanding between the employer and the employee. Additionally, we have successfully executed several manning contracts with government organizations, including Directorate General of Lighthouses and Lightships (DGLL). Under our	Yes, agreed, IWAI will pay consolidated amount of Rs. 60,000/- to RIS Manager and Rs. 40,000/- to RIS Operator. The deducted amount towards leave of personnel will be payable to the reliever personnel. The details of deduction would be provided by the Contractor via Salary slip in case of payment not align with bank statement.

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			existing contract with DGLL, we are not obligated to provide proof of salary disbursement to the staff except evidence of their attendance.	production of attendance sheets of respective month along with Acquaintance from
			Considering these factors and established precedents, we respectfully request that the requirement to submit bank statement towards proof of salary payment to staff should be waived off. The payment should be done on production of attendance sheets of respective month along with invoice as a proof of supply of manpower. Kindly amend this clause accordingly.	employee/Salary slip of personals/EPFO Challan, if applicable.
16.	Form Fin 2, Summary of Costs, BOQ, Sr. No. 1 and Sr. No. 2, Pg	Rs. 60000 pm shall be paid by the contractor and same will be reimbursed by the IWAI.Rs. 40000 pm shall be paid by the contractor and same will be reimbursed by the IWAI.	As clearly explained in Sr. No. 1, we respectfully request that the limit of Rs.40000 & Rs. 60000 per month for salaries of Operators and Managers should be removed.	Tender clause prevail.
	No.45	The rate shall not be quoted more than $(+)10\%$ and not less than $(+)2\%$	Looking to above, we request to remove capping on service charge in between 2% to 10%.	
17.	Form Fin - 2: Summary of Costs - BOQ, Pg. No. 45, Sr.No. 2	Service charge against actual deployment of 2 control stations manager	We would like to highlight a typographical error in Sr. No. 2. It incorrectly mentions '2 station managers' instead of '1 control station manager'. Kindly amend the clause to reflect the correct staffing requirement.	2 Control stations may be read as 1 Control station.
18.	Section - VI: TOR Clause No. 3, Page No. 47	CAMC and of 7 nos. RIS Stations.	We would like to highlight a typographical error in Clause no. 3 heading. It incorrectly mentions '7 nos. RIS Stations' instead of '4 nos. RIS Stations'. Kindly amend the clause accordingly.	7 no. RIS Station may be read as 4 nos. RIS stations.
19.	Section - VI: TOR, a) Fuel to	The Contractor has to supplies the fuel to DG set which will be paid by IWAI to bidder on	We would like to clarify that it is the Contractor's responsibility to ensure uninterrupted operation of	Tender clause prevail.

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	DG set, Pg. No. 48	reimbursement basis.	all equipment on a 24/7 basis. To meet this requirement, the Contractor will utilize the DG Set during instances of power outage. However, as you are aware, power failures are uncertain and unpredictable, making it impractical for the Contractor to pre-calculate the exact fuel consumption or cost.	
			We affirm our commitment to maintaining continuous equipment functionality as required. In li ht of this, we respect full request that the term 'reimbursement' be removed from the relevant clause. Instead, payment should be made to the Contractor on quarterly basis as per the BOQ, without dependence on supporting document. Accordingly, we request you to kindly amend the clause accordingly.	
20.	Section - VI: TOR, b) UPS, Pg. No. 48	The one time replacement of batteries as per requirement basis on approval of EIC shall be in the scope of Contractor for which reimbursement will be made on producing of supporting document/bill.	We would like to bring to your attention that battery replacement involves additional incidental expenses beyond the cost of the battery itself. These may include travel expenses, labor charges, allowances, and other associated costs necessary to complete the task. Therefore, the total cost for battery replacement shall not be limited to the battery bill alone. IWAI's primary concern should be ensuring that the battery is replaced in accordance with the tender requirements and performance standards. In light of this, we respectfully request the removal of the term 'reimbursement' from the clause. Instead, payment should be made to the	Tender clause prevail.

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			Contractor upon successful completion of the said work as specified in the BOQ. We kindly request you to amend the clause accordingly.	
21.	Section - VI: TOR, Operation & Maintenance b) Staff - Qualification and Training requirement, Pg. No. 50 Section - VI:	Experience in VTS & AIS equipment operations and associated software. RIS Manager will be over all in charge of	It's very challenging to get manpower having previous experience in VTS & AIS for this project in this budget. Therefore, we hereby request to replace VTS Experience with 'personnel must be trained by IALA accredited C0103/1 certificate holder.' We shall ensure that the personnel is trained by IALA accredited CO 103/1 certificate holder before deployment at site. This will ensure competency and adherence to international standards, while also allowing for more practical resource mobilization within the given budget. We kindly request you to amend the relevant clause accordingly. We believe that there is typographical error in this	Personnel with IALA accredited certificate holder having experience in VTS & AIS equipment operations and associated software are desirable.
	TOR, II: DUTIES AND RESPONSIBIL TIES OF STAFF, i. RIS Manager Pg. No. 51	operation of the respective Control Stations of RIS Phase-I and further coordination with RIS Phase-II & RIS Phase-III.	clause and this clause should be read as "RIS Manager will be over all in charge of operation of the respective Control Stations o RIS Phase- III and further co- ordination with RIS Phase-I & RIS Phase-II." Kindly confirm and amend this clause.	Phase-III.
23.	Section - VI: TOR, 1 - Other Conditions, Pg. No. 50	AC Supply shall be available. Conditioning of supply, by introduction of minimum 5 KVA Stabilizer, will be contractor's responsibility.	Is the contractor required to provide 5 KVA Stabiliser at all sites? If yes, kindly note that there is no provision for the same in BOQ. Hence, please amend the BOQ accordingly.	Deleted.
24.	Section - VI: TOR, Clause No. IV	IWAI will not make any payment for any reserve provisions made by the contractor	As per prevailing labour laws, we are mandated to provide weekly offs to the deployed manpower. Furthermore, your tender documentation clearly	The rate quoted shall be inclusive of providing services of manager and operator

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	Administrative and sundry expenses, vii,		states that all labour laws must be strictly adhered to. In the previous tender, IWAI had considered	including all wages, reliever, bonus, etc.
	Page No. 53		payment towards leave reserve positions, thereby facilitating compliance with statutory requirements. However, the current tender does	
			not account for payment towards leave reserves, which poses a significant challenge in maintaining compliance within the stipulated financial framework.	
			Given the additional costs incurred due to leave reserves, it becomes unfeasible for us to limit our service charges for the deployed manpower to a	
			maximum of 10%. We, therefore, respectfully request the removal of this cap to allow for a more realistic and sustainable quotation, ensuring both	
	Section - VI: TOR, Compatibility/Inte roperabilit Y with other RIS System on NW-1 Pg. No. 54	U	statutory compliance and service quality. We have observed that this clause repeatedly refers to Phase-I , whereas it should correctly refer to Phase-III . We believe this to be a typographical error. Kindly confirm and amend the clause accordingly to reflect the correct project/ contract.	Phase-I may be read as Phase-III (Patna to Varanasi).
26.	SECTION -VI, Clause: Payment Schedule a), Pg. No. 56	The payment to the manpower reimbursed on producing of legible proof of payment i.e. Attendance sheet, Bank Statement of Contractor reflecting salary to employee account, Acquaintance from employee and salary slip of employee.	As stated in Sr. No. 1, we respectfully request that the requirement to submit bank statement and salary slip towards proof of salary payment to staff should be waived off. The payment should be done on production of attendance sheets of respective month along with invoice as a proof of supply of manpower. Kindly amend this clause accordingly.	Refer S. no. 16.
27.	SECTION -VI,	The payment for O&M and CAMC services will	Since Payment schedule (b) is related to CAMC	The date of start of contract will

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	Clause: Payment Schedule (b), Page No. 56	be admissible from the date of fully functioning of the control/base stations.	services, we believe that O&M is typed in this clause by mistake. Kindly confirm that this is a typological error and amend this clause accordingly. We also like to state that since the new contractor shall not be liable for defective equipment identified during the handover/takeover process, unless it is repaired/replaced and handed over by the old to the new contractor, we request that the payment should not be kept on hold for the equipment's which are defective at the time of handover/ take over. We shall ensure that control room is operational. Kindly amend this clause accordingly.	be from date of deployment of manpower. However, CAMC payment will be admissible from the date of fully functioning of all RIS Control/base stations.
28.	SECTION VII, Clause No. 21. Technical Expertise, Sub clause no. 21.1, Page No. 72	The vendor shall be authorized representative of item supplied.		Deleted.
29.	SECTION VII, Cl No. 12, Pg. No. 70	The contractor shall commence the work and supply the manpower at the respective sites within 15 days of the issue of Contract Agreement.	This clause contradicts with SECTION -VI, Clause: Payment Schedule (b) on Page No. 56 which states that "The payment for 0& M and CAMC services will be admissible from the date of fully functioning of the control/base stations." According to Clause No. 12 on Pg. No. 70, the Payment for 0&M shall be effective from the date of deployment of manpower at sites. Hence, kindly rectify Payment Schedule (b) on Pg. No. 56 accordingly.	The date of start of O&M payment will be from date of deployment of manpower which should be 15 days from the Contract agreement. However, CAMC payment will be admissible from the date of fully functioning of all RIS Control/base stations.

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30.	SECTION VII:	The service provider will submit the	As clearly explained in Sr. No. 1, we respectfully	Refer S. no. 16.
	GENERAL	invoices/bills in triplicate for reimbursement	request that the requirement to submit of Proof of	
	CONDITIONS	along with a declaration/proof (of ECS	ECS towards proof of salary payment to staff	
	OF	reimbursement) that remuneration of all the staff	should be waived off. The payment should be	
	CONTRACT,	deployed has been paid.	done on production of attendance sheets of	
	Page No. 86,		respective month along with invoice as a proof of	
	Clause No.32.4		supply of manpower. Kindly remove	
			'reimbursement' word from this clause and amend	
			this clause accordingly.	